

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13E  
DATE 8/20/12

Meeting Date: August 20, 2012

Public Hearing \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion X

Demandstar Broadcast Date: June 27, 2012

Item: E-Bid #20120060 - Maintenance & Repairs of Irrigation Systems in Port St. Lucie

Recommended Action:

Approval of Award and Contract Documents with Nature's Keeper, Inc. for the Maintenance and Repairs of Irrigation Systems in Port St. Lucie in the amount of \$9.90 per zone and when repairs are needed Nature's Keeper, Inc. will provide labor at \$28.50 per hour. Contract period is three (3) years with an option to renew for an additional three (3) year period.

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

Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, CD of Pre Bid Meeting and all related documents.

Summary Explanation/Background Information: An E-Bid was issued on June 27, 2012 for the Maintenance and Repairs of Irrigation Systems in Port St. Lucie which consists of 661 zones. Two (2) bids were received with Nature's Keeper, Inc. providing the best value to the City at \$9.90 per zone. The total monthly cost of maintaining these zones is \$6,543.90 per month. When repairs are needed the Contractor will provide labor at \$28.50 per hour. The City intends to supply most of the parts required to maintain the system. However, if the Contractor is to supply parts they will be at cost. The Public Works Department has reviewed the proposals and recommends award to Nature's Keeper, Inc.

Purchase is budgeted in the 104/401 Fund.

Annual Expenditure for Maintenance: \$78,526.80

Annual Estimated Expenditure for Repairs: \$25,000.00

Department requests expenditure from the following:

Fund	104/401	Road & Bridge Fund / Stormwater Fund
Cost Center	4127	Greenbelt Operations
Object Code	534120	Irrigation Maintenance
Project	00000	n/a

Director of OMB concurs with award: CR

City Manager concurs with award: [Signature]

Department requests \_\_\_-0-\_\_\_ minutes to make a presentation.

Submitted by: Patricia Roebing

Date Submitted: 8/13/2012

Title: City Engineer

**RECEIVED**

AUG 14 2012  
City Manager's Office



"A City for All Ages"

# CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

To: Cheryl Shanaberger, Deputy Director OMB

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

From: John Dunton, Manager, Public Works Department *JD*

Date: August 13, 2012

Re: Recommendation of Award - Natures Keeper  
Maintenance & Repairs of Irrigation Systems in Port St. Lucie  
Bid No. 20120060

---

The Public Works Department is currently responsible for the maintenance and repair of the City's irrigation systems on Crosstown Parkway, Becker Road, Village Parkway, Gatlin Boulevard, St. Lucie West Boulevard and the City Center roadways. These systems are comprised of 661 zones which provide irrigation for the beautification of the medians and roadside areas in the city owned right-of-ways. Staff recently advertised a contract for irrigation maintenance and repair for a three (3) year contract period with an option to renew for an additional three (3) years. The contract involves an inspection of each zone on a monthly rotation with repair costs on an as needed basis. The City will provide the necessary parts for most repairs.

Bids for this project were received on August 2, 2012 with two vendors submitting proposals. The Public Works Department has reviewed the bid tabulation sheet and we recommend that Natures Keeper, Inc. be awarded this contract as the vendor who has provided the best value to the city.

We hereby request that this award recommendation be scheduled for the next available City Council meeting for their review and consideration. This contract is funded by Acct. No. 104/401-4127-534120 with an annual expenditure of \$78,526.80 for maintenance and an estimated annual expenditure of \$25,000.00 for repairs. If you have any questions or require additional information, please do not hesitate to contact me.

JA/

cc: Patricia Roebing, P.E. – City Engineer  
Dave Pollard, Director of OMB  
Joanne FitzGerald, Budget Analyst

S:\jim\12-08-13 Memo OMB Nature's Keeper Irrigation Award.doc

**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 **NATURE'S KEEPER, INC.**, 3795 Sneed Road, Ft. Pierce, Florida 34945, Telephone No. (772) 467-1230 Fax No. (772) 467-8923, 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:

**PROJECT MANAGER**

As used herein the Project Manager shall mean John Dunton, Engineering Department at (772) 344-4035, or his designee.

**NOTICES**

City Project Manager:	John Dunton City of Port St. Lucie Engineering Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-344-4035 Fax: 772-871-7397 Email: <a href="mailto:jdunton@cityofpsl.com">jdunton@cityofpsl.com</a>
City Contract Administrator:	Robyn Holder, CPPB City of Port St. Lucie Office of Management & Budget 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-871-5223 Fax: 772-871-7337 Email: <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>
Contractor:	David Rowlands, Vice President Nature's Keeper, Inc. 3795 Sneed Road Ft. Pierce, Florida 34945 Telephone: 772-467-1230 Fax: 772-467-8923 Email: <a href="mailto:david@natures-keeper.com">david@natures-keeper.com</a>

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120060 consisting of pages 1 - 43 and all Addenda are hereby incorporated herein by this reference.

**Scope of Work:** This project involves the maintenance and repairs to the City's irrigation systems located throughout the City of Port St. Lucie. Maintenance shall include, but not limited to, every zone in each section be turned on, walked and observed a minimum of one (1) time per month and coordinate and perform quarterly tests of each rain can with the City's Irrigation Consultant. All repairs identified during the maintenance of the systems that exceed five hundred dollars (\$500.00) will require the approval of the Department Head.

Work to be performed every month, quarterly and annually:

1. Every zone should be turned on, walked, and observed. A flag should be put next to each issue observed on the following list (using color coded flags for different types of issues are recommended).
  - a. low heads
  - b. tilted heads
  - c. broken heads
  - d. heads needing adjustment
2. Once all zones on a controller have been operated, walked, and issued flags they should all be repaired/addressed. All repairs exceeding five hundred (\$500.00) dollars must be pre-approved by the Department Director.
3. When all issues for a controller have been addressed, move to the next controller and perform the same tasks.
4. At the end of each day, or the start of the next, enter information/issues found during this WET CHECK process into the issue tracking work station.
5. This is to be done to ensure each zone is operated and checked once per month.
6. Open up all controllers and cluster control units and visually inspect the top and bottom of the cabinet for pests. Clean up/address as required. Note findings on work station.
7. All products installed are to be the same product, or latest model, as per the original design unless physical changes in the landscaping require a different approach. Always follow the original design intent. If changes are made, please notify the City and the City's Irrigation Consultant in writing so adjustments can be made to the software. All adjustment must be noted in the work station.
8. The first week of each month, collect flow meter data from all sites without automatic flow meters in place. Provide this data to the City and the City's Irrigation Consultant for reporting purposes via a written e-mail.
9. Quarterly, coordinate a test of each rain can with the City and the City's Irrigation Consultant to ensure they are all operational. Clean out as necessary.
10. Use the Central Control system to determine how to handle all issues reported. Monitor site at the beginning of the day to determine issues.
11. See zones below:

Item	Location	Number of Zones
1	Crosstown Parkway Segment 2	131
2	Crosstown Parkway Segment 3	30
3	Crosstown Parkway Segment 4	63
4	Crosstown Parkway Segment 5	27
5	Crosstown Parkway Segment 6	26
6	Village Parkway Phase 1	25

7	Village Parkway Phase 2	122
8	Becker Road / I-95 East & West	62
9	Becker Road Phase 2	7
10	Becker Road Phase 3	12
11	Becker Road Phase 4	9
12	Becker Road / East Side of Turnpike	11
13	Gatlin Blvd. / I-95	18
14	St. Lucie West	60
15	City Center	58

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and terminate three (3) years thereafter on \_\_\_\_\_, 2015. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of **\$9.90 per zone and \$28.50 per hour for labor** as indicated on Schedule "A" attached hereto and made a part of this contract, which includes a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below. Payments will be disbursed in the following manner:

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

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

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

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

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

#### **SECTION IV CONFORMANCE WITH BID**

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

#### **SECTION V INDEMNIFICATION/INSURANCE**

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120060 for the Maintenance & Repairs of the Irrigations Systems in Port St. Lucie shall be listed as additionally insured**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

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

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

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

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

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

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

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

## **SECTION VII WORK CHANGES**

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

**SECTION VIII  
COMPLIANCE WITH LAWS**

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

**SECTION IX  
CLEANING UP**

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

**SECTION X  
NOTICE OF PERFORMANCE**

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

**SECTION XI  
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

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

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

#### **SECTION XIV LICENSING**

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

#### **SECTION XV SAFETY PRECAUTIONS**

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

#### **SECTION XVI ASSIGNMENT**

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

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

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

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

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

restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

### **SECTION XVIII LAW AND VENUE**

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

### **SECTION XIX REIMBURSEMENT FOR INSPECTION**

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

### **SECTION XX APPROPRIATION APPROVAL**

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

### **SECTION XXI RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional three (3) year period.

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

**SECTION XXII  
ENTIRE CONTRACT**

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

*Balance of page left intentionally blank*

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

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of NATURE'S KEEPER, INC.

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_ )  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.

(seal)



*"A City for All Ages"*

## **CITY OF PORT ST. LUCIE**

**Sealed Electronic Bid #20120060  
(E-Bid)**

**Maintenance & Repair of Irrigation Systems  
in Port St. Lucie**

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

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation To E-Bid	3
Overview	4
Intent	4
General Requirements	5
Special Requirements	11
Specific Requirements	13
Bid, Performance and Payment Bond Requirements	14
Insurance Requirements	16
Additional Information	18
Contractor's Questionnaire	19
Sample Contract	29
Forms	
Non-collusion Affidavit of Prime Bidder	39
Contractor Verification Form	40
Drug Free Workplace Form	41
Statement of No Bid	42
Checklist	43
Attachments:	
E-Bid Reply Excel Spreadsheet	Pg. 1

*Balance of page left intentionally blank*

## INVITATION TO E-BID

Sealed Electronic Bid #20120060 for the Maintenance and Repair of Irrigation System located in Port St. Lucie, Florida will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on August 2, 2012.** Specifications are attached.

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

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

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **July 18, 2012 at 10:30 am.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. The bid bond must be uploaded at time of submittal and then mailed to the City immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors are to send the Bid Bond to the City via regular mail, express mail or hand delivered within three (3) business days after the opening date. The Bid Bond **MUST** be received within three (3) business days of the opening or your Bid may not be considered.

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 43.
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications).

Robyn Holder, CPPB  
Contract Specialist

***CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

E-Bid #20120060

**SPECIFICATIONS  
E-BID #20120060**

**Maintenance & Repairs of Irrigation Systems  
in Port St. Lucie**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the maintenance and repairs of the existing irrigation systems in Port St. Lucie, Florida. Contract period will be three (3) years with an option to renew for an additional three (3) year period.

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

**INTENT**

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to maintain and make any necessary repairs to the irrigation systems in Port St. Lucie, Florida. The Bidders should be aware that the City may add additional irrigation sites as the City grows. The selected Bidder will be required to maintain and make necessary repairs to the additional sites as they are added to the Contract. All parts and materials used for repairs will be billed at cost and invoices for parts and materials are to be attached to each pay request. Labor for repairs will be billed at a minimum of one (1) hour. As-built drawings for all sections are available upon request. The City may choose to supply selective parts at our discretion.

**Scope of Work:** This project involves the maintenance and repairs to the City's irrigation systems located throughout the City of Port St. Lucie. Maintenance shall include, but not limited to, every zone in each section be turned on, walked and observed a minimum of one (1) time per month and coordinate and perform quarterly tests of each rain can with the City's Irrigation Consultant. All repairs identified during the maintenance of the systems that exceed five hundred dollars (\$500.00) will require the approval of the Department Director, or his/her designee. The zones currently in service are listed below. The City reserves the right to add or delete zones at any time during the Contract period.

Item	Location	Number of Zones
1	Crosstown Parkway Segment 2	131
2	Crosstown Parkway Segment 3	30
3	Crosstown Parkway Segment 4	63
4	Crosstown Parkway Segment 5	27
5	Crosstown Parkway Segment 6	26
6	Village Parkway Phase 1	25
7	Village Parkway Phase 2	122
8	Becker Road / I-95 East & West	62
9	Becker Road Phase 2	7
10	Becker Road Phase 3	12
11	Becker Road Phase 4	9
12	Becker Road / East Side of Turnpike	11
13	Gatlin Blvd. / I-95	18
14	St. Lucie West	60
15	City Center	58

## 1. GENERAL REQUIREMENTS

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

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

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

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the unit price(s) indicated on their respective E-Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 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. Bidders will submit all required licenses and certifications required to perform these projects with the Questionnaire. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

### **1.5.1 Specific Qualifications:**

- Bidder shall provide a minimum of one (1) employee, available for all contractor irrigation service work, who has satisfactorily completed the following training, at a minimum:
  - a. Attended and completed a Rain Bird Level One (1) and Level Two (2) Maxicom hardware class.
  - b. Attended and completed a Rain Bird Level One (1) and Level Two (2) Maxicom software class.
- Bidder shall have installed and maintained a minimum of three (3) computerized irrigation central control systems in the past three (3) years, one (1) of which must have been a Rain Bird Maxicom system. The City of Port St. Lucie shall **not** be used to meet this requirement. (Use Questionnaire to list projects)
- Bidder shall have installed and maintained a minimum of three (3) Variable Frequency Drive (VFD) pump stations during the past three (3) years. Projects must be maintenance contracts involving pump stations with VFD's. The City of Port St. Lucie shall **not** be used to meet this requirement. (Use Questionnaire to list projects)

## Maintenance & Repair of Irrigation Systems in PSL

- Bidders must be FDOT certified in Maintenance of Traffic (MOT). Documentation of this certification must be uploaded to Demandstar at time of submittal.

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what bid provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply.

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

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

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

Maintenance & Repair of Irrigation Systems in PSL

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

- A. Request Bid Specifications, #20120060 from Onvia, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices. Do not hand write the unit prices.
- C. Complete company information on Questionnaire.
- D. Enter total price on Questionnaire. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the Questionnaire uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- E. Electronically sign the Questionnaire where indicated.
- F. Upload and submit the E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid will not be considered), Insurance Certificate(s), Drug Free Workplace Form, MOT certification, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the Questionnaire.
- G. Upload and submit a copy of your licenses/certifications for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

**1.9.1 Bid Documents for the project include the following:**

- Bid Specifications– Pages 1 – 43.
- Contractor's Questionnaire.
- E-Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Contractor Verification Form.
- Drug Free Workplace Form.
- E-Bid Reply Excel Spreadsheet – Pages 1
- As-built drawings for all sections are available upon request at \$5.00 per disc.

**1.9.2 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.

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

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

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

**1.9.6 Bid Security Bond** - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the Bid Bond must be mailed immediately after the opening and **MUST** be received within three (3) days after the opening or your bid may not be considered.

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

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

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

**PLEASE NOTE**

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net 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 zero (0%) percent discounts applies.

Bidders are requested to state on the Questionnaire 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** - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply

Maintenance & Repair of Irrigation Systems in PSL

with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

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

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

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

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

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

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

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

Maintenance & Repair of Irrigation Systems in PSL

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

**1.20 Tie Bid Statement** - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug free workplace programs. Whenever two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

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

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

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

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

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

**1.26 Damage to Property** – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs,

Maintenance & Repair of Irrigation Systems in PSL

crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

## 2. SPECIAL REQUIREMENTS

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

**2.2 Warranty and Guarantee** – Bidders shall warrant that all materials are to be free of defects in workmanship and substance for a period of not less than three hundred sixty five (365) days; said warranty period shall commence on the date materials are installed, or accepted by the City, whichever is the latter of the two (2) dates.

**2.2.1 Repair or Replacement** - Should any defect appear during this warranty period, the Bidder(s) shall, at Bidder's sole cost and expense, repair or replace any and all defective items upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

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

Maintenance & Repair of Irrigation Systems in PSL

**2.4 Subcontractors** - For the City to be assured that only competent and qualified subcontractors will be employed on this project, the Contractors shall submit, along with the Bid Reply documents, a list of the subcontractors performing work on this project. This subcontractor list shall include each firm's name, address, telephone number, contact person and work to be performed (use the Questionnaire for this list). Subcontractors shall be properly registered or licensed with the State of Florida or Port St. Lucie. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially; or has previously performed work for the City, which the City believed to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after award, without written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no increase in the bid price, adjustment of time or alteration of the bid documents. Such qualifications will be due within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid and the Contractor will have the right to withdraw his/her bid without penalty.

**2.5 Acts of God** - The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

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

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

**2.8 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 Project Manager, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Manager, and is issued to the Bidder.

**2.9 Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at the Bidder's discretion, to prevent threatened damage, injury or loss. In the

## Maintenance & Repair of Irrigation Systems in PSL

event such actions are taken, the Bidder shall promptly give to the Project Manager 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 Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

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

### 3. SPECIFIC REQUIREMENTS

**3.1 Pre-Bid Conference** - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at **10:30 am. On July 18, 2012**, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. This is not a mandatory meeting.

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

**3.3 Scope of Work:** This project involves the maintenance and repairs to the City's irrigation systems located throughout the City of Port St. Lucie. Maintenance shall include, but not limited to, every zone in each section be turned on, walked and observed a minimum of one (1) time per month and coordinate and perform quarterly tests of each rain can with the City's Irrigation Consultant. All repairs identified during the maintenance of the systems that exceed five hundred dollars (\$500.00) will require the approval of the Project Manager.

#### Work to be performed every month, quarterly and annually:

1. Every zone should be turned on, walked, and observed. A flag should be put next to each issue observed on the following list (using color coded flags for different types of issues are recommended).
  - a. low heads
  - b. tilted heads
  - c. broken heads
  - d. heads needing adjustment
2. Once all zones on a controller have been operated, walked, and issued flags they should all be repaired/addressed. All repairs exceeding five hundred (\$500.00) dollars must be pre-approved by the Department Director.
3. When all issues for a controller have been addressed, move to the next controller and perform the same tasks.

#### Maintenance & Repair of Irrigation Systems in PSL

4. At the end of each day, or the start of the next, enter information/issues found during this WET CHECK process into the issue tracking work station.
5. This is to be done to ensure each zone is operated and checked once per month.
6. Open up all controllers and cluster control units and visually inspect the top and bottom of the cabinet for pests. Clean up/address as required. Note findings on work station.
7. All products installed are to be the same product, or latest model, as per the original design unless physical changes in the landscaping require a different approach. Always follow the original design intent. If changes are made, please notify the City and the City's Irrigation Consultant in writing so adjustments can be made to the software. All adjustment must be noted in the work station.
8. The first week of each month, collect flow meter data from all sites without automatic flow meters in place. Provide this data to the City and the City's Irrigation Consultant for reporting purposes via a written e-mail.
9. Quarterly, coordinate a test of each rain can with the City and the City's Irrigation Consultant to ensure they are all operational. Clean out as necessary.
10. Use the Central Control system to determine how to handle all issues reported. Monitor site at the beginning of the day to determine issues.

**3.4 Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization from the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne solely by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

#### **4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

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

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

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

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

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

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

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

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

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

Maintenance & Repair of Irrigation Systems in PSL

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 as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

**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 Proposer 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 ten dollars (\$10.00), which will be added to the Contract price and paid prior to commencement of work.

**5.2 Workers' Compensation** - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Proposer 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.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120060 for Maintenance & Repair of the Irrigation Systems in Port St. Lucie shall be listed as additionally insured.**" The Certificate of Insurance shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted 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 receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

Each occurrence	\$1,000,000
-----------------	-------------

Maintenance & Repair of Irrigation Systems in PSL

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. An Endorsement for herbicide / pesticide applicator must be included.

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

**5.5 Waiver of Subrogation** - The Bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss 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.

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

**5.7 Deductibles** - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

**5.8 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.

The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When

Maintenance & Repair of Irrigation Systems in PSL

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."

## 6. ADDITIONAL INFORMATION

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

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

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

**6.4 Bid Information** - For information concerning procedures for responding to this bid, contact Robyn Holder at (772) 344-4293. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Robyn Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

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

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

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

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

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Organization / Bidder

Submitted by: \_\_\_\_\_  
Name and Title

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

1. Type of Firm: Corporation, Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation answer the following:

When incorporated \_\_\_\_\_

In what State \_\_\_\_\_

Name of Officers: President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General / Limited Partnership \_\_\_\_\_

Name and address of each partner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maintenance & Repair of Irrigation Systems in PSL

5. Firm's previous names (if any) What year(s)

\_\_\_\_\_

\_\_\_\_\_

6. Area of expertise: \_\_\_\_\_

7. How many years has your organization been in business? \_\_\_\_\_

8. Describe organization profile, including the size, range of activities, licenses, etc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(This is a Word document - add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. Identify the following team members: Project Manager, Supervisor and all Key Personnel that will be assigned to this Contract.

Team Member's Name & Role in Contract	License /Certification	Years of Experience With Rain Bird Maxicom Systems	Years of Experience maintaining VFD pump stations

(This is a Word document - insert lines if needed)

11. Firm's experience with similar irrigation maintenance contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed	Type of Irrigation System

Maintenance & Repair of Irrigation Systems in PSL

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.
13. State the firm's methodology for the maintenance of the irrigation systems.

---



---



---

(This is a Word document - add lines if needed)

14. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

---



---



---



---

15. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Company Name, Address, Telephone Number & Contact Person	Qualifications, Licenses, & Certifications	Job Duties for this Contract	List three (3) projects where Company has performed similar work in Florida
			1. 2. 3.

(This is a Word document - add lines if needed)

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

---



---



---

Maintenance & Repair of Irrigation Systems in PSL

---

---

(This is a Word document - add lines if needed)

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

Yes ( )                      No ( )

If yes, please explain:

---

---

---

18. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

---

---

---

(N/A is not an answer - list all lawsuits in the past five (5) years. Add lines if needed)

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

---

---

---

(N/A is not an answer - list all judgments - add lines if needed)

20. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

---

---

---

(N/A is not an answer)

21. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes ( )      No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ \_\_\_\_\_.

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Insert up to two (2) pages)

23. Firm's experience with three (3) computerized irrigation central control systems in the past three (3) years in Florida, one (1) of which must have been a Rain Bird Maxicom system. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. The City of Port St. Lucie shall **not** be used to meet this requirement.

**Project #1:**

Name of Individual & Company:

Maintenance & Repair of Irrigation Systems in PSL

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Overall description of irrigation maintenance project:

Name of computerized irrigation system: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the irrigation system maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? \_\_\_\_\_

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Overall description of irrigation maintenance project:

Name of computerized irrigation system: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

Maintenance & Repair of Irrigation Systems in PSL

List all change orders and dollar amounts: \_\_\_\_\_

Was the irrigation system maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? \_\_\_\_\_

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

\_\_\_\_\_

Overall description of irrigation maintenance project:

\_\_\_\_\_

Name of computerized irrigation system: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the irrigation system maintained on time and within budget? \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? \_\_\_\_\_

- 24. Firm's experience with three (3) installation and maintenance contracts for Variable Frequency Drive (VFD) pump stations during the past three (3) years. The City of Port St. Lucie cannot be used to meet this requirement.

Maintenance & Repair of Irrigation Systems in PSL

**Project #1:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

\_\_\_\_\_

Overall description of project:

\_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Did the maintenance project involve a VFD pump station? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

\_\_\_\_\_

Overall description of project:

\_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Maintenance & Repair of Irrigation Systems in PSL

Did the maintenance project involve a VFD pump station? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

\_\_\_\_\_

Overall description of project:

\_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

When was the project completed? \_\_\_\_\_

Did the maintenance project involve a VFD pump station? \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_

\*\*\*\*\*

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

Addendum Number	Date Issued

26. 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](http://www.Cityofpsl.com).

27. BID RESPONSE:

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

27.2 Percentage of discount when payment is made with Visa: \_\_\_\_\_ %

27.3 Bid Reply Sheet Totals from Schedule "A": \$ \_\_\_\_\_.

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

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

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

29. 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 ninety (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.

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

31. CERTIFICATION

This bid is submitted by: 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.

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Signature Title

Maintenance & Repair of Irrigation Systems in PSL

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*

\*\*\*\*\***(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:

**PROJECT MANAGER**

As used herein the Project Manager shall mean John Dunton, Engineering Department at (772) 344-4035, or his designee.

**NOTICES**

City Project Manager: John Dunton  
City of Port St. Lucie Engineering Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-344-4035 Fax: 772-871-7397  
Email: [jdunton@cityofpsl.com](mailto:jdunton@cityofpsl.com)

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120060 consisting of pages 1 - 43 and all Addenda are hereby incorporated herein by this reference.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall begin on \_\_\_\_\_ and terminate three (3) years thereafter on \_\_\_\_\_, 2015. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

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

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

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

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

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

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

**SECTION IV  
CONFORMANCE WITH BID**

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

**SECTION V  
INDEMNIFICATION/INSURANCE**

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

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

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

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

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

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

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

Maintenance & Repair of Irrigation Systems in PSL

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120060 for the Maintenance & Repairs of the Irrigations Systems in Port St. Lucie shall be listed as additionally insured**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

Maintenance & Repair of Irrigation Systems in PSL

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

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

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

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

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

## **SECTION VII WORK CHANGES**

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

## **SECTION VIII COMPLIANCE WITH LAWS**

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

**SECTION IX  
CLEANING UP**

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

**SECTION X  
NOTICE OF PERFORMANCE**

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

**SECTION XI  
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV  
LICENSING**

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

**SECTION XV  
SAFETY PRECAUTIONS**

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

**SECTION XVI  
ASSIGNMENT**

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

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

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

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

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Maintenance & Repair of Irrigation Systems in PSL

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

**SECTION XVIII  
LAW AND VENUE**

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

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX  
APPROPRIATION APPROVAL**

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

**SECTION XXI  
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional three (3) year period.

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

**SECTION XXII**  
**ENTIRE CONTRACT**

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

*Balance of page left intentionally blank*

Maintenance & Repair of Irrigation Systems in PSL

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)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

E-Bid #20120060

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Bidder that  
(Title) (Name of Company)  
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
Notary (print & sign name)  
Commission No. \_\_\_\_\_

**CITY OF PORT ST. LUCIE  
E-BID # 20120060**

**PROJECT TITLE: Maintenance & Repairs to Irrigation Systems in Port St. Lucie**

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

By: \_\_\_\_\_  
(Print name) (Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

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

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

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

E-Bid: # \_\_\_\_\_

E-Bid Title: \_\_\_\_\_

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

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECKLIST**  
**E-Bid #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

Name of Bidder: \_\_\_\_\_

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

- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar.
- \_\_\_\_\_ 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price extensions and totals have been thoroughly checked.
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged on the Questionnaire.
- \_\_\_\_\_ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- \_\_\_\_\_ Copy of all required licenses and certifications, including MOT certification, to do work in the City of Port St. Lucie uploaded to Demandstar.
- \_\_\_\_\_ Have reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Contractor's Questionnaire with proper signatures uploaded to Demandstar.
- \_\_\_\_\_ Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- \_\_\_\_\_ List of all sub-contractors (Use the Questionnaire to list subcontractors). All requested information is to be uploaded to Demandstar.
- \_\_\_\_\_ Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS\***

E-BID #20120060  
 E-BID REPLY EXCEL SPREADSHEET  
 Maintenance & Repairs to Irrigation Systems in Port St. Lucie  
 Bid Form - Schedule A

Company Name: \_\_\_\_\_

Item	Description	Unit	Quantity	Unit Price
1	Maintenance of Irrigation Systems - per zone	Zone	1	\$ -
2	Labor for Repairs - per hour	Hour	1	\$ -
	<b>TOTAL</b>			\$ -

**NOTES:**

Unit prices shall include all monthly, quarterly and annual inspections and reports.

Labor rates will be paid at a minimum of one (1) hour.

As-built drawings for all sections are available upon request at \$5.00 per disc.

# AGENDA

## Pre-Bid Meeting E-Bid #20120060 Maintenance & Repair of Irrigation Systems July 18, 2012 at 10:30 am

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is August 2, 2012 at 3:00 pm.

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - In the original Bid we asked for a 5% Bid bond. This is being changed to a flat fee of \$500.00. It will be listed in the Addendum that must be acknowledged by each Bidder. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
  - Last date for questions is July 25, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).
  - Refer to Item #1.9 on Page 7 of 43 for the e-bid submittal requirements.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

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

5. Turn over to: John Dunton from the Public Works Department.
6. • Additional questions from Prospective Bidders.
7. Adjourn

Pre Bid Meeting  
E-BID #20120060

Maintenance & Repair of Irrigation Systems in PSL  
July 18, 2012 @ 10:30 am

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	CITY OF PSL-OM8	Rholder@CITYofPSL.com	T 871-5223 F 871-7337
2.	Rod Margardt	Valleycrest Landscape Maintenance	RMargardt @Valleycrest.com	T 263-0042 F 461-7869
3.	Larry Kosakowski	sunshine Land Design	MFenton@sunshine landdesign.com	T 283 2648 F 283 8944
4.	David Rosbuds	Natures Keepers Inc	Drosb@Natures-Keepers.com	T 467-1230 F 467-8923
5.	STEWART FERETA	Natures Keeper	SpecialtyNatures-Keeper .com	T 201 8216 F 467 8923
6.	Mark ROSAL	Valley Crest	mrosal@valleycrest.com	T 772-681-7796 F
7.				T
8.	John Dunton	City of PSL	jdunton@CityofPSL.com	F 772-349 4635 T

Pre Bid Meeting  
E-BID #20120060

Maintenance & Repair of Irrigation Systems in PSL  
July 18, 2012 @ 10:30 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
				F
9.	Matt OSEP	CITY OF PSL	Mosed@cityofpsl.com	T 323-4928 F
10.				T F
11.				T F
12.				T F

**Addendum #1  
Pre-Bid Meeting  
E-Bid #20120060  
Maintenance & Repair of Irrigation Systems  
July 18, 2012 at 10:30 am**

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is August 2, 2012 at 3:00 pm.

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - In the original Bid we asked for a 5% Bid bond. This is being changed to a flat fee of \$500.00. It will be listed in the Addendum that must be acknowledged by each Bidder. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
  - Last date for questions is July 25, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).
  - Refer to Item #1.9 on Page 7 of 43 for the e-bid submittal requirements.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

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

5. Turn over to: John Dunton from the Public Works Department.

Along with John is Matt Osep, Irrigation Inspector, who has oversight over the project and will be the primary point of contact during the project.

John: This is the first bid that we put out for the irrigation maintenance. We had done it in the past, but we are going to try and use this on a larger scale which will entail the maintenance of the entire City. Just some history about the irrigation system; it is a central controlled Maxicom System. We have a separate entity that monitors it for us on a monthly basis and we get daily reports. Everything is linked. We have a central computer and we have a laptop here to show you the workstation that we work off. For this contract, involves a lot of data entry that you'll be

required to do on a daily basis. I spoke to Matt before we started; everything that we do is connected. Our landscaping maintenance is connected to our IPM maintenance, which is connected to our irrigation maintenance; so there has to be a collective amount of communication to make this all hold, symmetry. The work has more of a synergy approach, there is going to be a good deal of communications.

One of the first things that I highlighted on page 4 of 43 is, please understand it is the City's intent, because these contracts get tricky as relates to maintenance and then you have a repair item on there. You can be rest assured the vast majority of work that's going to be done will be for the maintenance and upkeep for the system. Any of the troubleshooting that will occur for the foreseeable future will be done internally with Matt's staff. So please, when you are looking at this contract, don't look at it to the point where, "Hey, I'm going to come in with this very low number, because, I'll get a lot of work on repair". That's not the way this thing is set up to do. It is intent; is to have it for the repair and maintenance for the system. We may be using you all, but if it goes to the point with the contract where we're all going to come in low, then we're going to try and hit them up with all these changes for repair; you can forget about it, because it's not going to work out that way. We did this before in the past and we've learned that's not what we want. We had a contractor or a vendor do that to us and we changed our philosophy on how that's going to done. So please look at it as it is a maintenance contract based upon the specifications we have in there. What's going to happen is every day; the people who monitor our irrigation system are going to show us troubleshoot areas where we have maybe a mainline leak or a zone or something that's not occurring. All those reports that are on the "hotline" for lack of a better term will be taken care of internally; they'll be troubleshooting by his staff. Essentially you're going to start from A and go to Z. It does on page 4 of 43 identify all repairs identified during the maintenance of the system that exceeds \$500 are to be, we have to give approval to that; anytime that you have a repair that you will have to make, you will contact us prior to making those repairs within the scope of the contract. I want a team of folks that want to come in and perform the maintenance and upkeep. We're pretty astute on this, we've all been very well trained on this irrigation stuff. I have a good amount of time working in the City and so does Matt. There's like 661 zones currently. On page 6 of 43 on the very top, please know that you will have to be FDOT certified for MOT. We'll be working on the roadway systems; we are not going to tell you how to run MOT, which is your responsibility to do that. We have folks in the City that are certified in it, if you're not working within the confines of MOT, we will shut down. We want to make sure that you can demonstrate that you can work on multilane highways.

On page 11 of 43, if you do perform any work it will be guaranteed for a year, three hundred sixty five (365) days. If you do have to make repairs, you have within seven (7) days to make repairs to deficiency and original repair.

On page 12 of 43, if you're going to use any subcontractors please let Ms. Holder know. Any questions you guys have, please defer to the Office of Management and Budget, keep our office out of it.

On page 13 of 43, you're going to be given a list of areas that you are going to go in and perform the maintenance upkeep service in thirty (30) days. If you do it in twenty one (21), do it in

twenty one (21) every month. We want you to do the same thing every month, we want everything to be ABCD, ABCD, ABCD, there's no reason why it shouldn't be, because if we give you a job over and beyond your normal maintenance you have to bring another crew in to do that. We don't want you to rob Peter to pay Paul. If you start during the beginning of May, start during the beginning of June, and July and August and September, because then what we're getting we're getting the same services on a monthly basis; and that's important because that's happened in the past. You're going to invoice us on one hundred percent (100%) that you went through the system. I want to clarify something that Matt brought up to me; everything that you see on the computer here is what you are required to make as part of your maintenance. So whatever you put your price on broken heads, you have to repair them, and that's within the unit price of what you're paying per zone, that's something that you guys are going to have to factor into your pricing. The City is probably in the position where the majority of the parts and components to be repaired, we will supply you. With our Rainbird product that we have, we get Rainbird dollars, if we buy that product, it helps us, so we buy products to resupply what we have, and that's all we're doing with it. So that's why there's an advantage to us that is the City's intent. We think the vast majority of repairs that we are going to have would be heads and nozzles.

Page 14 of 43, please take the time and read it, before we leave, I'd like to show you our workstation, it shows you how it would operate the entire irrigation system and the information that we bring in that we get from our consultant along with the data entry that comes from the field staff on when we make repairs, because we want chronological history of the sites, for my purposes so we can see trends if we have older systems that become antiquated that we have to fix. There is a lot of information that you will have to enter at the end of each day on the workstation, it's going to be a little bit of work, please factor that in.

One thing that we may have to change on this Robyn, and I need a recommendation from you, is on item 6, it says open up all control cluster control units and visually inspect top to bottom on cabinet for pests. Clean up and address as required. We want those folks that our out there working, if there are ants in there or bugs we want them to spray them. We feel more comfortable if we require a pesticide license, so we can leave that authorization to do that.

Robyn: There is a pesticide license? And it is issued by who?

John: Yes and it is issued by the state of Florida. It's not a hard one to get. It just something I think is better, we're going to ask you all to keep that place bug free and make sure that they're licensed. It's more of a thing that probably adds more credibility to what you are doing out there. We may make an addendum for that?

Robyn: We'll add that to the addendum so in addition to any other license and certifications that's required in the documents, they will be required to have a pesticide license.

John: CPCO – Certified Pest Control Operator. Again the system here, there's folks that are watching it, they can see hydrology and they can see trends, they can trend every bit of irrigation that's how they can find out when there's breaks and everything. If you want to change of parts,

we want you to use like parts. If you have to use a different part, let us know. If it is something temporary, just let them know.

Q: You are supplying the heads? The CRPNS's and all of that, certain specified products that I know is used, like Seal O Matic, Rainbird heads, pressure regulating, they all affect precipitation rate, Mac Precipitation, can supply with the turf. If you guys buy that direct and you give it to us and we put those in. So we're replacing the broken heads, but you're supplying them?

John: Correct. That's an easy one, because we know we have those in supply.

Robyn: The City is supplying parts.

John: How it worded is, "we may supply parts". How it's going to work is, we're going to gain a trust level. We think that's the best way starting off. Hopefully change into a more comfortable situation where we trust each other.

We have a design manual here that we established from our consultant, so when we are doing the installation that has certain design criteria. One of the things that we want to make, I don't know how you want to reference our design standards for the City, that's adopted. That just tells you that when you are installing our irrigations system, that's how you install it.

Robyn: Did you bring copies to pass out?

John: Sure.

Robyn: Are you going to send that to me electronically? I can put that as part of the addendum and then it will be part of the contract.

John: One of the things that's in there that Matt pointed out, one of the more important things, if we get to the event that we have a decent amount of HDPE (High Density Polyethylene) in the City, one of the challenges we had in there, we're looking to make sure on Item E on the bottom of page 5, I want to adopt this to the package as part of the document.

Robyn: Page 5 from the design manual?

John: The whole thing, because just to have it as a reference guide; so when they're doing installation, if they have to do repairs, there's a repair manual. So you may want to adopt that, so we'll send it to you electronically. One of the things that we want to make sure that you understand is on Item E, all mainlines will be installed by a Certified HCP Fusion Weld Technician. We want to make sure; certainly we want somebody trained in Fusion Weld Technicians. If we get to the point where we are going to be doing a repair like that, we'll probably be on the job, because we know it's important, we're trying to fuse pipes together.

Q: You guys have the machine?

John: Nope, hopefully we'll never need it, but we know we may. We want somebody who knows how to do that. Again Robyn, you did a good job, I didn't see much more, it's kind of straight forward. I just want to emphasize the fact that it is a maintenance contract and we want you all to maintain the system primarily. I want to make sure our price is such that, don't reflect on that you're going to be doing a ton of repairs and so on and so forth. From the City's standpoint, you will be charged with doing the maintenance of the system based upon the specifications. Please concentrate on that number.

Robyn: If anybody has any questions...?

Q: It 100% of the City on MaxiCon?

A. No, 100% of the site listed here are all on MaxiCon.

Q: So everything that we're bidding on is 100% MaxiCon?

A. Correct.

Q: We will have zero responsibility for changing any kind of run time, that's all done remote?

A. Correct.

Q: Where is the daily data entry done?

A. On a workstation.

Q: On a workstation that we can access remotely?

A. Correct.

John: We'll give you passwords.

Q: Internet access remotely, okay.

Q: I have a MaxiCon site down the street; you're going to get issues every time it alarms. So you're handling 100% of the MaxiCon reports as they come in and all those work orders?

A. As of now, yes.

Q: Should you guys start to push those off, because you may get overloaded, are there any specifications on service call charges or turnaround time expectations?

John: That's why we said we would take care of 100% of them.

John: It's about water leakage. 1.0, 1.5 it's a percentage of water that gets out of the system that's not recorded, it's picking up something on the computer that something's leaking.

Q: High flows?

John: We're not, again that's why... This contract is new to us, and I know what we want. I know what we need to do financially to make this thing beneficial and fair to you all. That's

why I'm being very emphatic, please don't base it on that, because, service calls are not even in there. Things are going to come up. But I know that if you look at the contract and you get \$2 a zone, because you know you're going to get all the money on the back end for a repair, that's not the intent. Because, I don't know what the repair's going to be. We could have a million dollars worth next year, for whatever weird reason. I want the contract to be based upon the maintenance and upkeep, that's why I want to go on record as stating anything to do with any of the repairs is responsibility of Port St. Lucie.

Q: We clarified already earlier that the broken heads and parts and components would be supplied by PSL for anything that we have to take care of in the field, which you take any mark up on the parts and heads and that's a good chunk of our margin anyway, so that kind of changes that. The only other question that I had was regarding the input of the data. Do you have any idea of how much time that takes currently for somebody to do everyday?

John: I don't. We've been half doing it, but we haven't been doing it the way that it's going to be done.

Q: That was my question, with the repairs, it's availability of manpower, is what I'm concerned about. I see 630 zones, but really what I see is "do I really need a full time tech, do I really need just to basically rent two techs to the City of Port St. Lucie and that's what it's going to take to do the job, because we're going to get that and that's what I'll bid it on? I can do 631 zones times 15 minutes per zone times however manpower I want to do it, I just want to make sure when I bid it, I'm giving the City of Port St. Lucie the proper manpower that's it's going to take to take care of the system. Why not specify one full time technician?"

A: Because, I don't know how good you are versus how good he is. That's not for me to figure out.

John: Could a company offer to guarantee the City's plant material from drought? Is that unrealistic thing for the City to ask of a contractor?

A: Maxicon there's a distribution uniformity percentage that you have to enter in there to calculate how efficient the irrigation system is. If you can guarantee me, say the uniformity is seventy five percent (75%) at least across the board; possibly I could guarantee it against drought.

John: First question my guy asked me is "if they'd have to have access to Maxicon to assure that?" He says it could be done, he's saying that you'd have to have access to Maxicon in order to know how much it is.

A: I'd want to be in charge of Maxicon rather than some guy sitting in Melbourne.

John: Okay, you'd rather, but does that make a difference?

A: For me to guarantee it.

John: It would be for you. If a contractor were to offer us that, could we do something like that? I got the IPM folks already to do it. I am trying to get the IPM and you all and the mowing guy, and the Maxicon guy, I want to make you guys a complete circle, so when we start having staff meetings, all four of us can be in the room, for the foreseeable future. It's nobody second, actually we're all connected but unfortunately we have four different contracts.

Robyn: You'd have to make that a requirement of the bid.

John: Can we, we could do that, if we asked for it, right? And that contractor offered it and it's during this meeting?

Robyn: You would have to make it a requirement and then if on the questionnaire they said no... You'd almost have to put a value to it. If we were doing an RFP and you would give points for something like that. Sealed bid, straight sealed bid.

John: I want to do a sealed bid on this because it's based on the number of zones.

John: From the City's standpoint, my question would be, "I have an irrigation system, you guys need to make sure it's getting water to the plants."

Q: I understand that, but I'm looking for Robyn's purposes and yours of the bid. Did you spend \$10,000 last year in plants, just using a number, in plant replacement due to you couldn't get the maintenance or you couldn't get the this, or the pump was down, or that died and is that question, yes or no question, worth X amount of dollars towards...? I don't know, Robyn, this is up your alley as far as what's legally right and not...

John: Mike, you should know, you did all the work.

Q: I know that. I'm trying to get to what the legal aspect of it would be from Robyn's standpoint.

Robyn: How many, off the top of your head, do you know how many plants and trees you had to replace because the irrigation system failed?

Matt: Some. Really it was more of a lack of maintenance was more of the reason why.

John: I'm trying to get something that I don't think is terribly unrealistic, it's not an easy one.

Robyn: Can't get it for free though.

Q: But, in a drought situation, some of our irrigation systems in the City, would run out of ponds. If that pond goes dry, who's responsible?

A: If a pump is down and a water source is gone, then we would have to reevaluate.

John: Exactly. And you're going to know that, because, the Maxicon system's going to tell you it's down.

We're not in any way, shape or form trying to be shysters.

Q: I think it's a good thing to ask though, because it's insuring somebody's work. You know, insuring that what they are doing, they are doing quality wise.

A: You know what; you just brought up a good point. See what that does, it makes you all work harder, now that I think about it.

Q: Makes you accountable for what you're doing – absolutely.

A: It makes you all do a better job, that's the first thing. I know that for sure, because once you pay for that \$1100 oak tree, it probably won't happen again, if the bubbler's are not working. I don't think it's a big problem for you all if you do a pretty good job taking care of the thing. But there has to be a communication between the IPM and the people mowing. The people mowing, I don't want them to use weed eaters around plant trees, they use herbicide and we use contact herbicide, we don't use systemic stuff. We use diquat.

Robyn: Well that's something that you can ponder and then when we put out an addendum, then you either ask the question or add it to the specifications.

John: Well, I'd rather sit there and have three folks that there's no way we'll do it, but then the bumper is...

Q: I would do it, because it means we're doing a quality job.

Q: With the Maxicon, even with it in the hands where it is for the Maxicon reading, as it was set up, as you're doing your proper communications with them, if you say, "Hey, provided that we're getting into a drought situation, you call and say hey, I've got to have the water turned up, stuff is starting to stress". As long as that open line of communication is there to have that done...

Q: There has to be a guarantor of the efficacy of the irrigation system. Maxicon can work great, but it doesn't mean that the water's getting to the plants.

A: What's better than that? That's what I'm trying to get at. Nothing's going to die in a months' time, it's going to be stressed before it dies. The landscaping stuff, I'm pretty good enough at that we'll have that figured out. Our IPM folks, know what they have to do every month? Show moisture sensor readings at every meeting in the City. You'll have that data. I'm trying to take four heads and make one head out of it, that's what I'm trying to do.

Q: For that to work, basically I would have no problem guaranteeing it, especially if I took care of all four portions.

Q: We typically do when we are taking care of all four portions. But, when you're taking care of one of them, like you said, you're having four different companies, there's the IPM guy, "cause it had bugs it died", or lightning hit the tree, or Mike Walker didn't have the wire running quite long enough on his zone or there's a lot of variables involved in there, that if you could take the variables out, yeah, if you know that it died because of irrigation period and it was due

to lack of neglect, not just... It's a lot of systems, I don't know if every system is designed perfectly. I put in a system on Westmoreland, but that doesn't mean that the other systems, I know how good they are. So, there's a lot of variability in there and you have to account for the variability so that when it comes down to it, you know; what was the cause of death.

John: If I have one contractor who tells me he can do this, I'm going to put it in there. I think we can do it. I'm trying to get the City, Robyn has given me the resources to put together excellent contracts to pay you guys good money to make this \$15million in landscape in the City look good. I want to always be ahead of the curve.

John said it's no secret, portions of the little bit of maintenance we took care of through warranty periods and such and projects throughout the City. If a tree died, we didn't even question it, we put another one in. But, for the most part, if you're doing due diligence, communicating with Maxicon, with what is being run through the drought times, I haven't seen them miss.

John: This isn't warranty. This is different. If an oak tree is five years old and it dies, I'd be shocked if it was because of water. After five years you know it is going to assimilate. I don't want to see as I'm driving down Crosstown Pkwy and I see 26 wax myrtles smoked, it's going to be clear to me it's one of two things. Somebody went crazy or the zone was missing. That's usually what happens.

Or its 15 years old, because wax myrtles only live 15 years.

Robyn: Well, you have that data too on to when the installation occurred.

Q: In reference to your warranty, would you be willing to guarantee that 100% of the plants in place right now are 100% healthy?

A: Based upon last month's report, I could tell you. It's on a month to month basis. I could tell you what the report states and I look at the reports and the folks that we have are pretty accurate. I couldn't tell you 100% unless I went and walked every single little bit, looked at every single plant myself. Unfortunately with the landscaping material some of my largest spirited debates I get into have to do with IPM and watering and people's opinions on it. It seems like the person that's at the business end of it doesn't agree with what I agree with and I don't agree with what they agree sometimes. I'm trying to close the gap. We have detailed monthly reports, we have soil moisture sensors, we have water logs, and we have water trucks. We tell you how many gallons of water we have. This system here, we have a great IPM. We do a lot of fertilization. We have reports on how much fertilizer we lay per load, by the pound. It's there and we have the workstation that tells you everything that's occurring or not occurring. If you can find something better than that around here, please let me know, I would like to go visit the place. Not to say that we're perfect, but that's what we're striving for.

Q: What is the average size in gallons per minute of the zones installed throughout the City? Or the average pump station size, horsepower?

A: It really varies, with 50 horsepower, we got to do a 20 pump stations, you got 10 horse pumps, 15 horse pumps. It really varies.

Q: Is that information part of the bid package? How big those zones are or the ...?

A: We do have a disc that has as-built drawings on it and on the document it states it is available for \$5, it was too large of a file for me to upload and then it would take days for you to download it. It would just lock up your system because it's such a large file. But if you would like that, we can get you a disc for \$5, and that's an as built of the entire system.

Q: I would like that.

John: You know, you bring up a very good question. This is going to help out our price, all the landscaping is with their GPS as-builts locations within 8 inches. You can hit that thing and you can walk it with your phone and find it sitting right there.

Q: Do you have that disc here?

A: That's going to tell you your mainline. It's all GPR on the mainline, so it's 34 inches. We have bore logs. So like you said, you have access to the workstation; and you want to know where all the zones are, you hit a button and it will measure to it within 8 inches.

Robyn: The disc is in Autodesk. I will have to get MIS to make copies of this and then I can, if you're local, in the next couple of days you could stop by and pick it up. This is a disc of all the systems that's identified in the bid documents.

John: What we wanted to do, we did want to show them the workstation, something that they're going to work on. If they just wanted to look at the visual aid, kind of see what it is, I think it helps on the pricing. It's going to be important in the pricing, to see how they have to work this thing. You'll have access to the workstation to do your data entry and you'll have access to the as-builts.

Q: If it's read only, how do you have access to input data?

A: On the workstation you can write it. On the plans, you can't do anything to it, that's all we care about.

Q: You can mark out and measure plans?

A: Plans, and print it out stuff like that.

John: Check this out.

Q: Did you guys integrate that to help some of your flood control emergency?

A: Different set up. We use that program to compliment, but we have totally different systems to do that.

Q: Can you walk me through what you typically would do what a technician's going to come in and do daily?

A: Yep. (Demonstration continues.)

John: Any other questions? If you do, please do your homework, by 7/25/12. Get all your RFIs in; don't wait a couple days later.

Q: One thing I had, technical, I know we talked about the HDPE pipe. It doesn't say this on the bid document.

A: It says DR11-3608 HDPE. It's very important to know its IPS.

Q: What does IPS stand for?

A: Iron Pipe Size.

Robyn: Performance bond will not be required for this project. The anticipated budget is approximately \$120,000 per year so a Payment & Performance bond would not be required.

The Bid Bond is changing to a flat fee of \$500.

Q: Does the City have a budget on this job or this contract?

A: \$120,000 per year.

Q: What factors are you figuring in, man hour per zone?

A: I'm not going to tell you.

Robyn: If there are any parts that you will be supplying, in the bid documents says, that you will be supplying at cost. If there are no other questions or concerns, the meeting is adjourned.

**NOTE: The bid opening date has not been changed.**

Instructions to Bidder:

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

## **Addendum #2**

### **E-Bid #20120060 Maintenance & Repair of Irrigation Systems July 23, 2012**

#### Questions submitted to date:

Q. During the pre-bid meeting it was discussed that plant replacement warranty may be mandated as a part of the bid. Has any decision been made regarding this? If this is added to the contract documents is the City of Port St. Lucie able to guaranty all irrigated areas have irrigation distribution uniformity of 70 percent or better?

A. Yes, we are making this a requirement of the Bid. Submit on letterhead that the Bidder will guarantee plant replacement.

Q. What is the confirmed budget for the irrigation maintenance & repair contract? We were given a verbal amount of \$100k at the pre-bid meeting.

A. \$120,000 per year.

Q. What did the City of Port St. Lucie spend on plant replacement last year? Of that amount what was due to irrigation issues?

A. Approximately \$2000.

Q. Can the City guaranty the health of all plants and turf at the time of turn over?

A. Yes.

#### Additions to the Bid Requirements:

To submit a Bid, the Bidder must be able to guarantee all plant material from drought. Submit a statement on company letterhead making this statement. The Bid may be considered non-responsive if this statement is not submitted with the bid documents.

### **NOTE: The bid opening date has not been changed.**

#### Instructions to Bidder:

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

E-BID #20120060  
E-BID REPLY EXCEL SPREADSHEET  
Maintenance & Repairs to Irrigation Systems in Port St. Lucie  
Bid Form - Schedule A  
Opened August 2, 2012 at 3:00 PM

Item	Description	Unit	Natures Keeper		Valleycrest Landscape	
			Quantity	Unit Price	Quantity	Unit Price
1	Maintenance of Irrigation Systems - per zone	Zone	1	\$ 9.90	1	\$ 13.60
2	Labor for Repairs - per hour	Hour	1	\$ 28.50	1	\$ 50.55
<b>TOTAL</b>				\$ 38.40		\$ 64.15

**Statement of No Bid:**

Sunshine Land Design

1	Acknowledge all Addenda.		Yes		Yes
2	\$500.00 Bid Bond received in 3 days.		Yes		Yes
3	Copy of current Insurance.		Yes		Yes
4	Review & accept all City terms & conditions.		Yes		Yes
5	Submitted all licenses required to perform the work including, Maxicom systems, Rainbird systems & VFD systems.		Yes		Yes
6	Submitted Questionnaire.		Yes		Yes
7	Accepts Visa.		Yes		No
8	Discount offered when using Visa.		0%		n/a
9	Submitted W-9 form.		Yes		Yes
10	Submitted Non-Collusion form, Drug Free Form & Contractor Verification form.		Yes		Yes
11	MOT Certification provided.		Yes		Yes
12	Certified Pest Control Operator license provided.		Yes		Yes
13	Provide a Guarantee for the plants against drought.		Yes		Yes
14	Has firm ever declared bankruptcy?		No		No
15	Any lawsuits pending?		No		No
16	Any judgments in the past 5 years?		No		No
17	Any criminal violations of the Bidder of its principals?		No		No
18	Bonding capacity?		\$15 mil		\$25 mil

**E-Bid Opening**

**E-BID #20120060**

**Maintenance & Repair of Irrigation Systems in PSL**

**August 2, 2012 @ 3:00 pm**

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Helder	City of PSL - CM3	Rholder@cityofpsl.com	T 811-5223 F 871-7337
2.	Stewart Felker	Natures Keeper	stewart@natures-keeper.com	T 772-201-8216 F 772-467-8923
3.	Jim Anstadt	CITY OF PSL PUBLIC WORKS	janstadt@cityofpsl.com	T 772-344-4239 F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T

E-BID #20120060  
 E-BID REPLY EXCEL SPREADSHEET  
 Maintenance & Repairs to Irrigation Systems in Port St. Lucie  
 Bid Form - Schedule A

Company Name: \_\_\_\_\_ Natures Keeper Inc \_\_\_\_\_

Item	Description	Unit	Quantity	Unit Price
1	Maintenance of Irrigation Systems - per zone	Zone	1	\$ 9.90
2	Labor for Repairs - per hour	Hour	1	\$ 28.50
	<b>TOTAL</b>			\$ 38.40

**NOTES:**

Unit prices shall include all monthly, quarterly and annual inspections and reports.

Labor rates will be paid at a minimum of one (1) hour.

As-built drawings for all sections are available upon request at \$5.00 per disc.

# LANDSCAPE & IRRIGATION

Sod, Seed & Mulch, Hydro-seed, Silt Fence, Turbidity Barrier, Mitigation Planting



3795 Sneed Road  
Fort Pierce, FL 34945

Phone: 772-467-1230

FDPE Qualified  
DBE Certified

Fax: 772-467-8923

August 6, 2012

Natures Keeper Inc. will guarantee all plant material in areas that have irrigation that are to be maintained within the Maintenance and Repair of Irrigation Contract from drought conditions.

Thank you,  
David Rowlands  
Natures Keeper Inc.  
(772)467-1230  
[David@Natures-Keeper.com](mailto:David@Natures-Keeper.com)

If awarded the contract, the performance bond will be issued on an annually renewable basis. Non-renewal by the surety does not constitute default.

# THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Nature's Keeper, Inc.  
3795 Sneed Road, Fort Pierce, FL 34945 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and United Fire & Casualty Company  
PO Box 73909, Cedar Rapids, IA 52407-3909 (Here insert full name and address or legal title of Surety)

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  
(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984  
as Obligee, hereinafter called the Obligee, in the sum of Five Hundred and 00/100

Dollars (\$ ---500.00--- ),  
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  
(Here insert full name, address and description of project)  
Bid #20120060, Maintenance & Repair of Irrigation Systems, in Port St. Lucie, Florida

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 2nd day of August 2012

(Witness)

Nature's Keeper, Inc.  
(Principal) (Seal)

ROBERTA WEST PRESIDENT  
(Title)

(Witness)

United Fire & Casualty Company  
(Surety) (Seal)

(Title)

Leslie M. Donahue, Attorney-in-Fact  
and Florida Licensed Resident Agent

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR J GREGORY MACKENZIE, OR GLORIA A RICHARDS, OR DON BRANLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, ALL INDIVIDUALLY OF MAITLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of January, 2010.



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss  
On 27th day of January, 2010, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Mary A. Jansen*  
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 2nd day of August 20 12.

*Paul S. Jansz*  
Secretary

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
E-Bid #20120060

State of Florida }

County of St. Lucie }

David Rowlands, being first duly sworn, disposes and says that:  
(Name/s)

1. They are Vice President of Notus Inc the Bidder that  
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

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

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

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

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

(Signed) [Signature]  
(Title) VP

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this 8/1/2012  
(Date)

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

NOTARY PUBLIC-STATE OF FLORIDA  
Courtney L. Brown  
Commission #DD872093  
Expires: MAR. 19, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Courtney L. Brown Courtney L. Brown  
Notary (print & sign name)  
Commission No. DD872093

CITY OF PORT ST. LUCIE  
E-BID # 20120060

PROJECT TITLE: Maintenance & Repairs to Irrigation Systems in Port St. Lucie

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Natures Keeper Inc.

Corporate Title: Vice President

Address: 3795 Sneed Rd

Ft Pierce 34945  
(Zip Code)

By: David Rowlands V.P.  
(Print name) (Print title)

  
(Authorized Signature)

Telephone: (772) 467-1230

Fax: (772) 467-8923

State License # \_\_\_\_\_ (ATTACH COPY)

County License # 7299-00980440 (ATTACH COPY)  
26608 - Irrigation

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

Type of License: Certificate of Competency - Irrigation

Unlimited NO (yes/no)

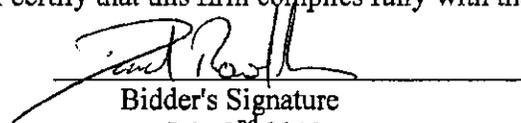
If "NO", Limited to what trade? Irrigation Sprinkle

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
\_\_\_\_\_ Natures Keeper 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  
July 2<sup>nd</sup> 2012  
Date



# CERTIFICATE OF LIABILITY INSURANCE

NATUR-3

OP ID: LO

DATE (MM/DD/YYYY)

07/12/12

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

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

<b>PRODUCER</b> <b>HARBOR INSURANCE</b> 6645 S US Highway 1 Port St Lucie, FL 34952-1426 Harbor insurance	772-461-6040	<b>CONTACT NAME:</b> Carolyn Lombardi EXT#6408 <b>PHONE (A/C, No, Ext):</b> 772-461-8040 <b>FAX (A/C, No):</b> 772-460-2315 <b>E-MAIL ADDRESS:</b> Carolyn.Lombardi@harboria.com
	772-460-2315	
<b>INSURED</b> Nature's Keeper, Inc. 3795 Sneed Road Fort Pierce, FL 34945-4716		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Fire & Casualty Co. NAIC # 24066 <b>INSURER B:</b> West American Insurance Co. 44393 <b>INSURER C:</b> The Ohio Casualty Ins Co 24074 <b>INSURER D:</b> Zenith Insurance Company <b>INSURER E:</b> Commerce & Industry Ins Co <b>INSURER F:</b>

**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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Liability <input checked="" type="checkbox"/> Contractus CG0001 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	BLA53614414  (E) FPL004743660 POLL LIA	04/26/12  07/19/11	04/26/13  07/19/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 <b>Poll Liab</b> \$ 1ML/500,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	BAO53614414	04/26/12	04/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USO53614414	04/26/12	04/26/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Z069064906 NAIC13289/FL CO CODE02947	04/26/12	04/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Ohio Casualty		BMO53614414	04/26/12	04/26/13	Equip Rtd 500,000
C	Contrs Equip Covg		EQUIP SCHD \$923,795.00	04/26/12	04/26/13	Ded 1,000

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

City of Port St Lucie, a municipality of the State of Florida, its officers, employees & agents are included as Additional Insured with respect to General Liability for work being performed for them by the insured per General Liability MasterPak Plus form CG9416 (12/03), but only if required by written contract or agreement.

**CERTIFICATE HOLDER**

PORTS-1

City of Port St Lucie  
 Office of Management & Budget  
 BID#20120055  
 121 SW Pt 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

**NOTEPAD:**HOLDER CODE PORTS-1  
INSURED'S NAME Nature's Keeper, Inc.NATUR-3  
OP ID: LOPAGE 2  
DATE 07/12/12

Also CG2026-Designated Person or Organization endorsement applies in favor of Certificate Holder. The Business Auto Policy provides "Insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form CA0001 (10/01) II.A.1.c.A. Certificate Holder is also included as Additional Insured on the Business Auto policy per Master Pak for Auto form CA8514 07/04, but only if required by written contract or agreement. Per Project Aggregate Applies regarding the General Liability coverage per General Liability Master Pak Plus form CG8416 (12/03). Waiver of Transfer of Rights to Recovery Against Others is included in the General Liability MasterPak Plus form CG8416 (12/03) and the Master Pak for Commercial Automobile form CA8514 (07/04). The General Liability coverage is primary and non-contributory per Master Pak Plus form CG8416 (12/03), if required by written contract. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form CG8583 10/05 but only if required by written contract

Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy. Sealed Bid #20120055 E-BID Supply and Installation of Sod  
\*30 Day Notice of Cancellation, Except 10 Days for non-payment

2011 / 2012

**ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT**  
BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

RECEIPT # 7299-00980440

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 8

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (SOD MULCH)

BUSINESS/ Natures's Keeper Inc

DBA NAME

MAILING Natures's Keeper Inc.

ADDRESS Roberta West  
3795 Sneed Rd  
Fort Pierce, FL 34945

BUSINESS 3795 Sneed Rd

LOCATION Fort Pierce, FL 34945

St Lucie County



RENEWAL ORIGINAL TAX \$27.55  
PENALTY  
COLLECTION COST  
TOTAL \$27.55

NONEXEMPT

V10029

Paid 09/09/2011 27.55

0118-20110909-006511

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Natures's Keeper Inc.  
Roberta West  
3795 Sneed Rd  
Fort Pierce, FL 34945

**County Certification Number: 26608**



Building & Code Regulation Division  
2300 Virginia Avenue  
Ft Pierce, FL 34982  
Phone: (772) 462-1673 Fax: (772) 462-1148  
[http://www.stlucieco.org/public\\_works/contract\\_licen.htm](http://www.stlucieco.org/public_works/contract_licen.htm)  
<http://airs.sicfl.vetrol.com/AIRSwweb.php>

**Issued To: DAVID J ROWLANDS  
NATURE'S KEEPER INC**

**3795 SNEED RD  
FORT PIERCE, FL 34945**

**Class Code: Irrigation Sprinkler**

**License Type: County Certificate**

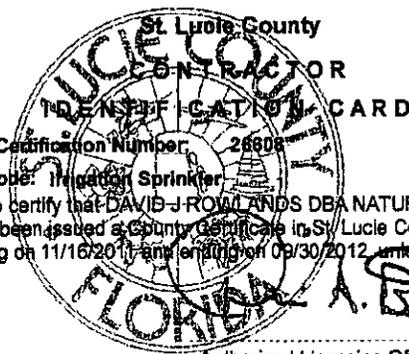
This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

**Effective Date: 11/16/2011**

**Expiration Date: 9/30/2012**

### Wallet Contractor ID Card

✂ Cut on outside of line, then fold in half.



County Certification Number: 26608  
Class Code: Irrigation Sprinkler  
This is to certify that DAVID J ROWLANDS DBA NATURE'S KEEPER INC has been issued a County Certificate in St. Lucie County, beginning on 11/16/2011 and ending on 09/30/2012, unless license is revoked.

Authorized Licensing Official



**Automated Inspection Line: (772) 462 - 1261**  
**Inspection Line: (772) 462 - 2172**  
**Contractor Licensing: (772) 462 - 1673**  
**Contractor Fax Line: (772) 462 - 1148**

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
EXPIRE: SEPTEMBER 30, 2012

ROWLANDS, DAVID  
NATURE'S KEEPER INC  
3795 SNEED RD  
FORT PIERCE, FL 34931



SIGNATURE

FL# N/A

IRRIGATION SPRINKLER

PSL12-11936



# Florida Association of Safety Councils Florida Department of Transportation



This is to certify that

**David Rowlands**

having successfully completed the Intermediate  
Maintenance of Traffic program this 17th day of May 2012  
is hereby issued Certificate Number 9421

The Florida Association of Safety Councils in conjunction with the  
Safety Council of Palm Beach County, Inc. has conducted this safety training  
program under Florida Department of Transportation Provider Number 125.  
This certificate automatically expires 4 years from the date of issue.

Refreshers Date-  
May 17th, 2016

*Roy Weddle*

FL DOT MOT - 125

Roy Weddle, Instructor

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office  
Commercial Applicator License

License # CM20409

WEST, ROBERTA  
3795 SNEED ROAD  
FORT PIERCE, FL 34945

Categories

6

Issued: May 4, 2010

Expires: May 31, 2014

*Roberta West*

Signature of Licensee

*Charles H. Bronson*

CHARLES H. BRONSON, COMMISSIONER

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



THE BUREAU OF INVESTIGATION

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

SEPTEMBER 1951

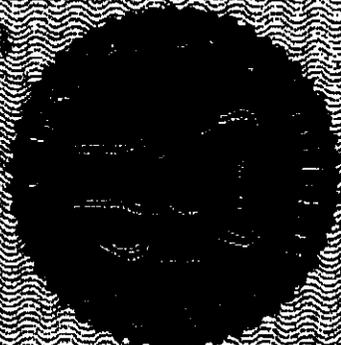
MEMORANDUM FOR THE DIRECTOR

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

RE: [Illegible]

DATE: [Illegible]



# Certificate of Completion

This shall serve to prove the person named below has successfully completed  
the course of study related to

## PUMP SYSTEM Introduction to Design & Application

as approved by the State of Florida for Registered Landscape Architects  
under FS 481 Part II

This course is approved for 2 continuing education credits

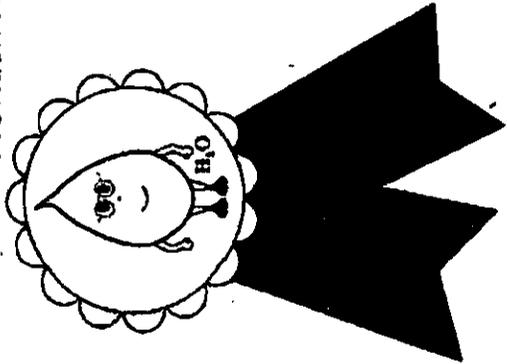
Name of Student: Michael Walker

License Number: \_\_\_\_\_

Course Number: 0007624

Date of Completion: May 13, 2005

Provider: Hoover Pumping Systems Corporation · Provider Number 0002630



A handwritten signature in black ink, appearing to read 'Kevin B. Cavaioi'.

Instructor: Kevin B. Cavaioi, RLA, ASLA



PUMPING SYSTEMS  
2801 North Powerline Road  
Pompano Beach, Florida 33069

# Certificate of Completion

This shall serve to prove the person named below has successfully completed  
the course of study related to

## Landscape Irrigation Landscape Architecture Law and Advanced Building Code Course

as approved by the State of Florida for Registered Landscape Architects  
under FS 481 Part II

This course is approved for 2 continuing education credits

Name of Student: Michael Walker License Number: \_\_\_\_\_

Course Number 0007813

Provider: Hoover Pumping Systems

Date of Completion: May 13, 2005

Provider Number: 0002630



Instructor: Kevin Cavaioi ASLA



Hoover Pumping Systems  
2620 NW 15 Court  
Pompano Beach, Florida 33069

# Certificate of Completion

This shall serve to prove the person named below has successfully completed  
the course of study related to

## PUMP SYSTEM Intermediate Design & Application

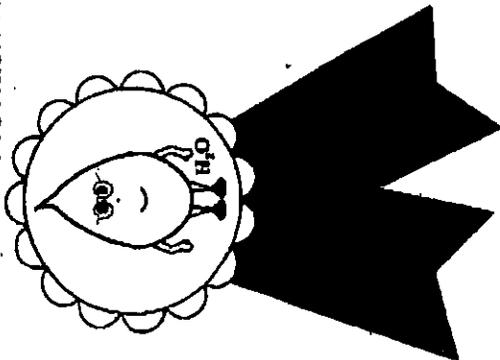
as approved by the State of Florida for Registered Landscape Architects  
under FS 481 Part II

This course is approved for 4 continuing education credits

Name of Student: Michael Walker License Number: \_\_\_\_\_

Course Number: 0007625 Date of Completion: May 13, 2005

Provider: Hoover Pumping Systems Corporation Provider Number 0002630



Instructor: Kevin B. Cavaioli, RLA, ASLA



**PUMPING SYSTEMS**  
2801 North Powerline Road  
Pompano Beach, Florida 33069

# **RAIN BIRD®**

## **Eastern Test Range MAXICOM<sup>2</sup> Training Program**

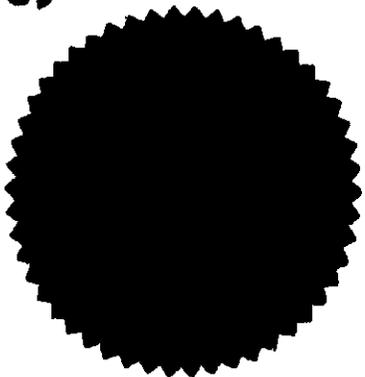
Presented to

**Mike Walker**

For successfully completing requirements outlined in the  
Rain Bird MAXICOM<sup>2</sup> Training Program for Operators:

**Software Operations – Level 1**

Kissimmee, FL – April 11, 2002



*Langston H. Tullos*  
Bill Tullos, Maxicom<sup>2</sup> Specialist

# **RAIN BIRD®**

## **Eastern Test Range MAXICOM<sup>2</sup> Training Program**

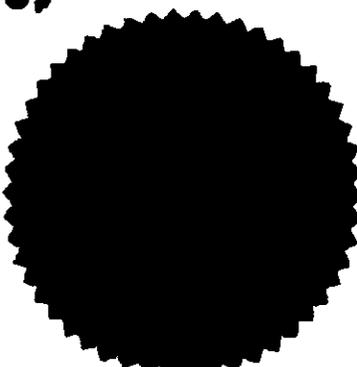
Presented to

**Mike Walker**

For successfully completing requirements outlined in the  
Rain Bird MAXICOM<sup>2</sup> Training Program for Operators:

**Software Operations – Level 2**

Kissimmee, FL – April 11, 2002



*Raymond W. Tullos*  
BIM Tullos, Maxicom<sup>2</sup> Specialist

# **RAIN BIRD<sup>®</sup>**

## **Eastern Test Range MAXICOM<sup>2</sup> Training Program**

Presented to

**Michael Walker**

For successfully completing requirements outlined in the  
Rain Bird MAXICOM<sup>2</sup> Training Program for:

**Hardware Level 1**

Kissimmee, FL – August, 2001

  
Bill Tullos, Maxicom<sup>2</sup> Specialist

# **RAIN BIRD®**

## **Eastern Test Range MAXICOM<sup>2</sup> Training Program**

Presented to

**Michael Walker**

For successfully completing requirements outlined in the  
Rain Bird MAXICOM<sup>2</sup> Training Program for:

**Hardware Level 2**

Kissimmee, FL – August, 2001

  
Bill Tullios, Maxicom<sup>2</sup> Specialist

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

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

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 31<sup>st</sup> day of JULY, 2012.

Natures Keeper Inc  
Name of Organization / Bidder

Submitted by: David Rowlands Vice President / Estimator  
Name and Title

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

1. Type of Firm: Corporation, Partnership, Joint Venture, Individual or other?  
(Circle one)

(2.) If a Corporation answer the following:

When incorporated 1987  
In what State Florida  
Name of Officers: President: Roberta West  
Vice President: Stewart Feketa, David Rowlands, Krysten Bieger  
Secretary: Roberta West  
Treasurer: Krysten Bieger

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_  
General / Limited Partnership \_\_\_\_\_  
Name and address of each partner: \_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Natures Keeper Inc 3795 Sneed Rd. Ft Pierce Fl 34945  
Office (772)467-1230 Fax (772)467-8923  
David Rowland Email ([David@Natures-Keeper.Com](mailto:David@Natures-Keeper.Com))  
Stewart Feketa Email ([Stewart@Natures-Keeper.com](mailto:Stewart@Natures-Keeper.com))  
Krysten Bieger Email ([Krysten@Natures-Keeper.com](mailto:Krysten@Natures-Keeper.com))

Maintenance & Repair of Irrigation Systems in PSL

5. Firm's previous names (if any) What year(s)  
N/A \_\_\_\_\_  
 \_\_\_\_\_
6. Area of expertise: Landscape, Irrigation, Grassing & Mowing
7. How many years has your organization been in business? 25
8. Describe organization profile, including the size, range of activities, licenses, etc.

Natures Keeper Inc. was established in 1987 as a residential maintenance company. Over the years we have evolved into a minority owned, full Landscape, Irrigation and Sod Company servicing the tri-county area. We are located on 35 Acres of land north of SR 70, on Sneed Road, in Ft. Pierce. Situated in Ft. Pierce, we are readily available for any work to be performed, even with short notice.

Natures Keeper Inc. is a well-staffed firm, and gives personal commitments from our ownership to our clients. We currently employ a staff of 40 full time employees. Approximately 80% of our work force resides in St Lucie County.

Natures Keeper Inc. provides a wide range of services, including, but not limited Landscape, Irrigation & Sod Installation. We also perform Hydro-Seed and Seed and Mulch. In Addition, we install and maintain silt fence, turbidity barrier and safety fence. We have also implemented a maintenance program, which consists of flat mowing, slope mowing, edging, weed control and litter pick up.

We pride ourselves in being a proactive company. If you need our assistance on a project, we strive to be there when you need us.

In the past twenty five years, Natures Keeper Inc. has successfully completed many projects for municipalities as well as FDOT. These contracts range in value from \$50.00 to \$5,000,000.00. We have never failed to meet contractual obligations, and never failed to complete a contract on time. In fact, we have completed several projects with an accelerated schedule, and have finished under the original contract value

(This is a Word document - add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	4	4	4
b. Managers	2	2	2
c. Supervisors Senior Staff	4	4	4
d. Other Professional Staff	30	40	30
g. Total number of full time personnel	40	50	40

Maintenance & Repair of Irrigation Systems in PSL

10. Identify the following team members: Project Manager, Supervisor and all Key Personnel that will be assigned to this Contract.

Team Member's Name & Role in Contract	License /Certification	Years of Experience With Rain Bird Maxicom Systems	Years of Experience maintaining VFD pump stations
David Rowlands	26608	4	4

(This is a Word document - insert lines if needed)

11. Firm's experience with similar irrigation maintenance contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed	Type of Irrigation System
St Lucie West Blvd	Communicated with Maxicom Operator, Performed Wet Checks and repairs	Maxi Com
Village Parkway Phase 1&2	Communicated with Maxicom Operator, Performed Wet Checks and repairs	Maxi Com
City Center	Communicated with Maxicom Operator, Performed Wet Checks and repairs	Maxi Com
Becker Rd Segment 1,2,3&4	Communicated with Maxicom Operator, Performed Wet Checks and repairs	Maxi Com

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.
13. State the firm's methodology for the maintenance of the irrigation systems.  
 \_The schedule should be determined by the City of Port St. Lucie and followed religiously each month, we would start at a given point and continue thought the entirety of the Irrigation system until all zones are checked and repaired on a monthly basis.  
 (This is a Word document - add lines if needed)
14. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

Maintenance & Repair of Irrigation Systems in PSL

Close monitoring of the maxicom system would allow for more successful and timely repairs of issues that may occur within the system. \_\_\_\_\_

15. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Company Name, Address, Telephone Number & Contact Person	Qualifications, Licenses, & Certifications	Job Duties for this Contract	List three (3) projects where Company has performed similar work in Florida
Walker Technical Services 6003 Nettle Path Dr. Ft Pierce 34951 (772)828-2275 Mike Walker	Maxicom level 1&2 Software &Hardware, Hoover Pump Certified Landscape Auditor	Project Manager	1. Harmony Community Development 2. The Villages 3. Kings Ridge Community HOA
			1. 2. 3.
			1. 2. 3.
			1. 2. 3.

(This is a Word document - add lines if needed)

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

No  
 \_\_\_\_\_  
 (This is a Word document - add lines if needed)

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

Yes ( )                      No (X)

If yes, please explain:  
 \_\_\_\_\_

Maintenance & Repair of Irrigation Systems in PSL

18. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

No lawsuits ever filed or pending  
(N/A is not an answer - list all lawsuits in the past five (5) years. Add lines if needed)

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

No Judgments ever filed or pending  
(N/A is not an answer - list all judgments - add lines if needed)

20. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

No Criminal violations and or Convictions for any of the principals or the Bidder  
(NA is not an answer)

21. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ 15,000,000.00

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Insert up to two (2) pages)

23. Firm's experience with three (3) computerized irrigation central control systems in the past three (3) years in Florida, one (1) of which must have been a Rain Bird Maxicom system. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. The City of Port St. Lucie shall not be used to meet this requirement.

**Project #1:**

Name of Individual & Company:

City Center

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Felix Equities, 8526 Kansas Ave Stuart Fl 34997 (772)220-2722, Ben Baummier

Overall description of irrigation maintenance project:

Installation and Maintained Irrigation System during warranty period

Name of computerized irrigation system: Maxicom

Was the firm a subcontractor on this project? yes

What was the project total dollar amount? \$410,570.25

List all change orders and dollar amounts: N/A

Maintenance & Repair of Irrigation Systems in PSL

Was the irrigation system maintained on time and within budget? Yes

When was the project completed? Fall 2009

Is the maintenance contract still in effect? No

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? yes

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

Village Parkway phase 2

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Felix Equities, 8526 Kansas Ave Stuart Fl 34997 (772)220-2722 Ben Miller

Overall description of irrigation maintenance project:

Installation and Maintenance of Irrigation System during the Warranty Period

Name of computerized irrigation system: Maxicom

Was the firm a subcontractor on this project? yes

What was the project total dollar amount? \$1,078,612.92

List all change orders and dollar amounts: N/A

Was the irrigation system maintained on time and within budget? Yes

When was the project completed? Summer 2011

Is the maintenance contract still in effect? No

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? Yes

\*\*\*\*\*

Maintenance & Repair of Irrigation Systems in PSL

**Project #3:**

Name of Individual & Company:

\_\_\_\_\_Walton Rd\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

\_\_\_\_\_Felix Equities, 8526 Kansas Ave Stuart Fl 34997 (772)220-2722\_Ben Miller\_\_\_\_\_

Overall description of irrigation maintenance project:

\_\_\_\_\_Installed and Maintained Irrigation System until Final Acceptance\_\_\_\_\_

Name of computerized irrigation system: \_\_\_\_\_Maxi Com\_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_Yes\_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_\$38,563.80\_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_N/A\_\_\_\_\_

Was the irrigation system maintained on time and within budget? \_\_\_\_\_Yes\_\_\_\_\_

When was the project completed? \_\_\_\_\_Spring 2010\_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_no\_\_\_\_\_

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? \_\_\_\_\_yes\_\_\_\_\_

- 24. Firm's experience with three (3) installation and maintenance contracts for Variable Frequency Drive (VFD) pump stations during the past three (3) years. The City of Port St. Lucie cannot be used to meet this requirement.

**Project #1:**

Name of Individual & Company:

\_\_\_\_\_St Lucie County Emergency Operations Bldg\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

\_\_\_\_\_Jacquin & Sons, Michael.Waldrop@Pjsi.com , (772)465-2475, Dave Laliberte\_\_\_\_\_

Overall description of project:

Maintenance & Repair of Irrigation Systems in PSL

Installation and maintenance of Irrigation system, \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_ Yes \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_ \$70,000.00 \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_ N/A \_\_\_\_\_

When was the project completed? \_\_\_\_\_ Winter 2009 \_\_\_\_\_

Did the maintenance project involve a VFD pump station? \_\_\_\_\_ Yes \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_ Yes \_\_\_\_\_

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

\_\_\_\_\_ Botanical Gardens \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

\_\_\_\_\_ Jacquin & Sons, Michael.Jacquin@Pjsi.com , (772)465-2475, Mike Jacquin \_\_\_\_\_

Overall description of project:

\_\_\_\_\_ Installation and maintenance during warranty period of Irrigation system \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_ yes \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_ \$129,995.00 \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_ N/A \_\_\_\_\_

When was the project completed? \_\_\_\_\_ Spring 2011 \_\_\_\_\_

Did the maintenance project involve a VFD pump station? \_\_\_\_\_ Yes \_\_\_\_\_

Is the maintenance contract still in effect? \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

Maintenance & Repair of Irrigation Systems in PSL

Project #3:

Name of Individual & Company:

Fire Station #3

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

Jacquin & Sons, Michael.Waldrop@Pjsi.com , (772)465-2475, Dave Laliberte

Overall description of project:

Installed and Maintained Irrigation System during the warranty period

Was the firm a subcontractor on this project? Yes

What was the project total dollar amount? \$55,000.00

List all change orders and dollar amounts: N/A

When was the project completed? Spring 2011

Did the maintenance project involve a VFD pump station? Yes

Is the maintenance contract still in effect? No

\*\*\*\*\*

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

Addendum Number	Date Issued
#1	July 25, 2012
#2	July 25, 2012

26. 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.

27. BID RESPONSE:

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

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

Maintenance & Repair of Irrigation Systems in PSL

27.3 Bid Reply Sheet Totals from Schedule "A": \$ 38.40

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

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

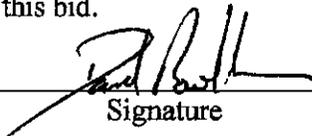
28. INSURANCE CERTIFICATES LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

29. 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 ninety (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.

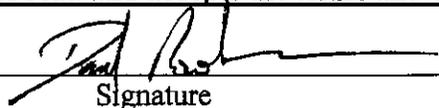
30. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

31. CERTIFICATION

This bid is submitted by: I (print) David Rowlands 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.

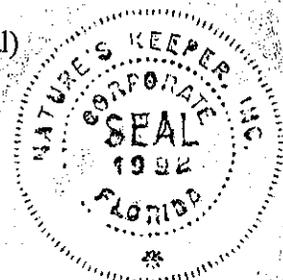
 Signature 7-31-12 Date

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

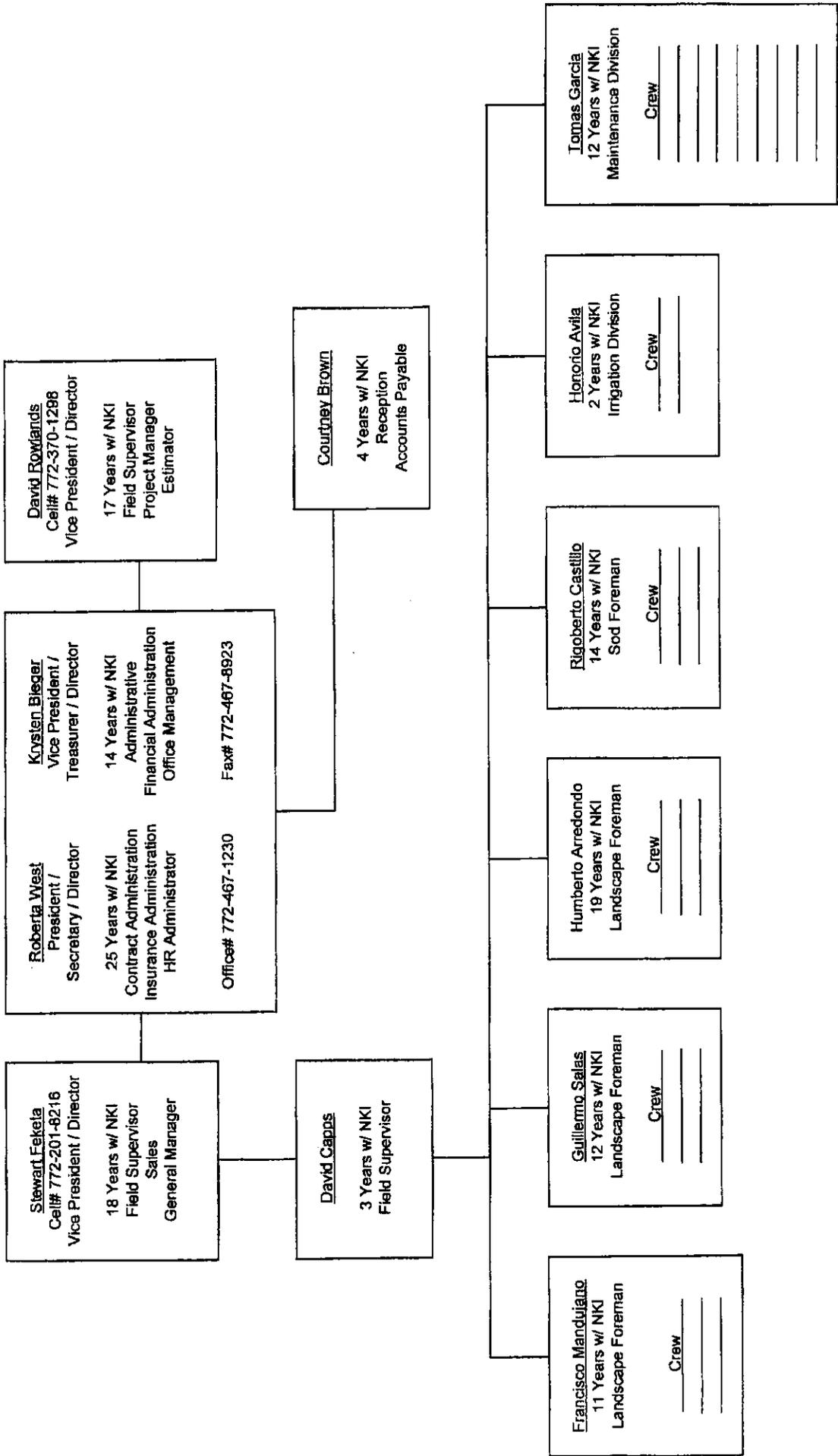
 Signature 7-31-12 Title

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)



#12



#12

NATURE'S KEEPER



Total Erosion Control  
Silt Fence  
Turbidity Barrier  
Mitigation Planting  
Irrigation

Sod  
Hydroseed  
Seed & Mulch  
Landscape

FDEP Qualified  
DBE Certified

Page 23  
Response to Question 22

Nature's Keeper Inc. has completed the Crosstown Parkway, Segments 2, 3, 4, and 5, Becker Road/195 Interchange, Becker Segment 1, City Center and Becker East Segments in the City of Port St. Lucie after given an accelerated schedule of completion. We also were able to perform the same quality installation with adaptation of plan changes, at a reduction in the contract cost without sacrificing quality or integrity.

---

**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) <b>Natures Keeper Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>3795 Sneed Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fort Pierce FL 34945</b>	<b>City of Port St Lucie 121 SW Port St Lucie Blvd Port Saint Lucie FL 34984</b>
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

Employer identification number								
6	5	0	3	1	3	3	9	0

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Roberta West</b>	Date ▶ <b>5/22/2012</b>
------------------	--	-------------------------

**Purpose of Form**

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

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

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

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

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

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

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

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

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

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

**CHECKLIST**  
**E-Bid #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

Name of Bidder: \_\_\_\_\_ Natures Keeper Inc. \_\_\_\_\_

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

- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents  
Uploaded to Demandstar.
- Copy of all required licenses and certifications, including MOT certification, to do work in the City of  
Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire with proper signatures uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification  
Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors (Use the Questionnaire to list subcontractors). All requested information is to  
be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS\***

Valleycrest Landscape Maintenance

E-BID #20120060

E-BID REPLY EXCEL SPREADSHEET

Maintenance & Repairs to Irrigation Systems in Port St. Lucie

Bid Form - Schedule A

Company Name: Valleycrest Landscape Maintenance

Item	Description	Unit	Quantity	Unit Price
1	Maintenance of Irrigation Systems - per zone	Zone	1	\$ 13.60
2	Labor for Repairs - per hour	Hour	1	\$ 50.55
	<b>TOTAL</b>			\$ 64.15

**NOTES:**

Unit prices shall include all monthly, quarterly and annual inspections and reports.

Labor rates will be paid at a minimum of one (1) hour.

As-built drawings for all sections are available upon request at \$5.00 per disc.



**ValleyCrest**  
Landscape Maintenance

---

14920 Orange Avenue  
Fort Pierce, Florida 34945  
tel: 772.460.5410  
fax: 772.461.7869

[www.valleycrest.com](http://www.valleycrest.com)

Valleycrest Landscape Maintenance will guarantee all plant material from drought.

Other issues such as lack of water supply, chinch bugs, acts of god, etc. will not be included.

*Paul L. Brown*

*August 2, 2012*

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

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

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 1st day of August, 2012.

Valleycrest Landscape Maintenance  
Name of Organization / Bidder

Submitted by: John Rose, Branch Manager  
Name and Title

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

1. Type of Firm: [REDACTED], Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation answer the following: SEE ATTACHED FOR COMPLETE LIST  
When incorporated: December 15, 1988  
In what State: Florida  
Name of Officers: President Roger J. Zino  
Vice President Ray P. Keenan  
Secretary Anthony Garutto  
Treasurer Eric J. Rosen

3. If a Partnership, answer the following:  
Date of organization \_\_\_\_\_  
General / Limited Partnership \_\_\_\_\_  
Name and address of each partner: \_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:  
  
Local Office: Valleycrest Landscape Maintenance, 14920 Orange Avenue, Fort Pierce, FL 34945  
Office Phone: (772) 460-5410 Office Fax: (772) 461-7869  
Contact Person for this contract: Mark Rosal. E-Mail: Mrosal@Valleycrest.com  
Branch Manager: John Rose. E-Mail: Jrose@Valleycrest.com

**VALLEYCREST LANDSCAPE MAINTENANCE, INC.**, a Florida corporation

Company: 350

Directors ..... Richard A. Sperber  
..... Richard S. Wolff

Officers

Chief Executive Officer and President..... Roger J. Zino  
Senior Vice President and Assistant Secretary ..... Gary L. Tungate  
Vice President ..... John P. Anderson  
Vice President ..... Larry D. Blackburn  
Vice President ..... Brandon R. Bryson  
Vice President ..... Charles L. Gonzalez  
Vice President ..... Ray P. Keenan  
Vice President ..... Karen M. Klein  
Vice President ..... Barry C. Troutman  
Vice President ..... Keith F. Wilson  
Secretary and Treasurer ..... Anthony Garruto  
Vice President, Assistant Secretary and Assistant Treasurer ..... Eric J. Rosen  
Vice President, Assistant Secretary and Assistant Treasurer ..... Marc R. Lisker  
Vice President, Assistant Secretary and Assistant Treasurer ..... Marcello Liguori

Date of Incorporation..... December 15, 1988  
FL State Corporation Number ..... K51636  
Federal I.D. Number..... 95-4194223

 7.09.2012



Maintenance & Repair of Irrigation Systems in PSL

(This is a Word document - add lines if needed)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	600	600	500
c. Supervisors Senior Staff	1200	1200	1000
d. Other Professional Staff	100	100	75
g. Total number of full time personnel	5400	5400	2800

10. Identify the following team members: Project Manager, Supervisor and all Key Personnel that will be assigned to this Contract.

Team Member's Name & Role in Contract	License /Certification	Years of Experience With Rain Bird Maxicom Systems	Years of Experience maintaining VFD pump stations
Mark Rosal (Irrigation Manager)	City of PSL St Lucie County City of Ft Pierce Indian River County City of Stuart Town of Indian River shores Palm Beach County Certified Irrigation Contractor Certified Landscape Irrigation Auditor E.P.A WaterSense Partner HDPE Fusion Welding Certified	8	4
Ian Kerner (advise)	Maxicom Certified Level 1, Level 2	3	
Jeff Driskell (MOT)	MOT & Safety officer	0	

(This is a Word document - insert lines if needed)

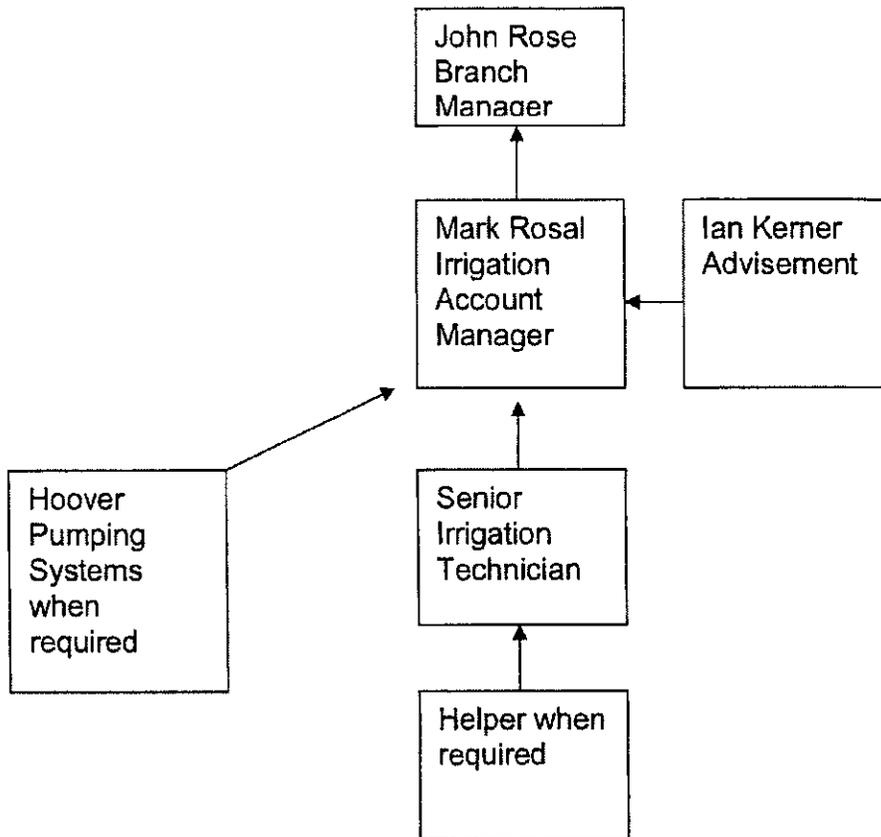
Maintenance & Repair of Irrigation Systems in PSL

11. Firm's experience with similar irrigation maintenance contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed	Type of Irrigation System
Mark Rosal	Maintenance, Repair , Install, Landscape Irrigation Auditing, Water Conservation	MAXICOM Conventional ACC-Hunter Two-wire Smart Controller MDC-Rainbird Two-wire ICORE-Solar Sync Baseline Smart Controller MP Nozzle Conversion County Roadways ( Martin County) Hoover FlowGuard
Juan Armaderiz	Maintenance, Repair, Water Conservation	MAXICOM Conventional ACC-Hunter Two-wire Smart Controller MDC-Rainbird Two-wire ICORE-Solar Sync Baseline Smart Controller MP Nozzle Conversion County Roadways ( Martin County) Hoover FlowGuard
Ian Kerner	System Maintenance	Maxicom Conventional

Maintenance & Repair of Irrigation Systems in PSL

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.



See Attached

13. State the firm's methodology for the maintenance of the irrigation systems.

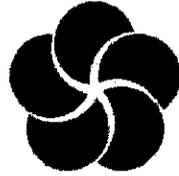
“Every Drop Counts”! As the nation’s largest landscape maintenance professionals we strive to provide the highest level of quality inspections that will lead to high efficiency irrigation. Apply the right amount of water at right time in order to achieve maximum water savings while ensuring plant and turf health vigor.

(This is a Word document - add lines if needed)

14. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

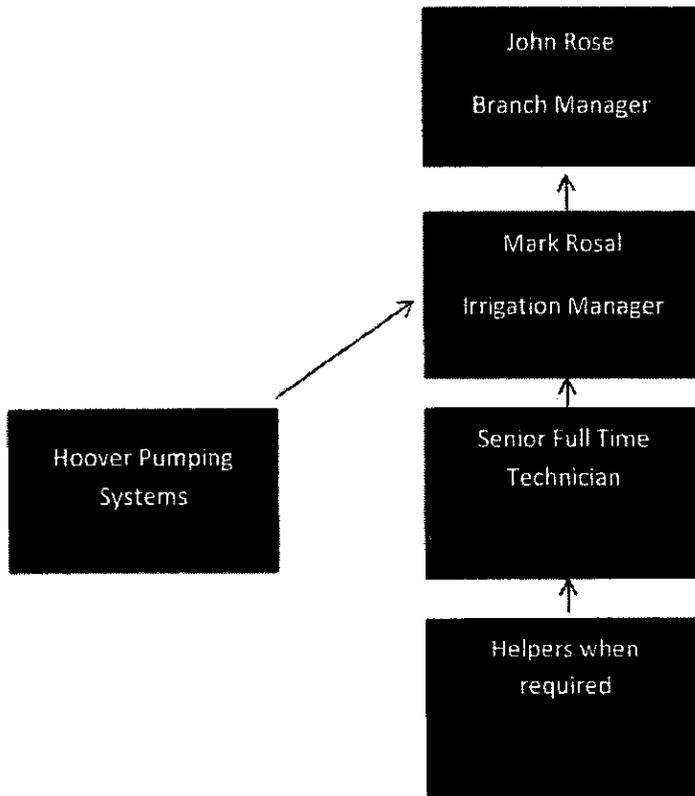
Water Savings through Technology. High Efficiency equipment and replacement parts. ET/Weather Based Controllers, Soil Moisture Sensors, Rain Sensors, Matched Precipitation sprinklers, Flow Meters and master valves, Rotary Nozzles, Pressure Regulating, Low head Drainage Check Valves, Hydro Zoning, recycled water conversions, all reduce water consumption and equipment failure thus creating cost reductions.

Treasure Coast & Stuart Operations Irrigation Organization Chart for City Of Port St Lucie



# ValleyCrest

Landscape Maintenance



Maintenance & Repair of Irrigation Systems in PSL

15. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Company Name, Address, Telephone Number & Contact Person	Qualifications, Licenses, & Certifications	Job Duties for this Contract	List three (3) projects where Company has performed similar work in Florida
Hoover Pumping Systems	Pump Station Design, Maintenance, and Installation	Advisors	1. Treasure Coast Square Mall 2. Martin County Roadways and Medians 3. Rialto

(This is a Word document - add lines if needed)

16. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:  
NO \_\_\_\_\_

(This is a Word document - add lines if needed)

**D&B Company Overview Attached**

17. Has the Firm or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
Yes ( )                      No ( x )

If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

18. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

Local Valleycrest Landscape Maintenance operations have no lawsuits pending or completed. Valleycrest companies performs work on thousands of projects worldwide completing \$2-3 Billion worth of work in the USA and internationally. Naturally when a contractor engages in business in this type of volume some disputes will arise usually involving VCC pursuing an earned payment. Simply state for a contractor the size of VCC claims and lawsuits that relate to your request is expected. Most often, the disputes VCC is a party to arise as an account receivable lending the company to assert its contractual and/or statutory remedies by way of a collection claim. Occasionally, VCC will be one of numerous parties named in a laws

ATTN:Kate Bouvier  
Report Printed:November 11, 2011

**Live Report : VALLEYCREST LANDSCAPE MAINTENANCE, INC.**

D-U-N-S® Number: 06-625-4509  
Trade Names: (SUBSIDIARY OF VALLEYCREST COMPANIES, CALABASAS, CA)  
Endorsement/Billing Reference: riskmanagement@valleycrest.com

<b>D&amp;B Address</b>	
Address 24151 Ventura Blvd Calabasas, CA - 91302	Location Type Headquarters (Subsidiary)
Phone 818 223-8500	Web www.valleycrest.com
Fax	

Added to Portfolio:07/16/2009
Last View Date:08/09/2011
Endorsement riskmanagement@valleycrest.com

**Company Summary**

Currency: Shown in USD unless otherwise indicated

**Score Bar**

PAYDEX®	71
Commercial Credit Score Class	4
Financial Stress Class	3
Credit Limit - D&B Conservative	200,000.00
D&B Rating	1R3

**D&B 3-month PAYDEX®**

**3-month D&B PAYDEX®: 70**   
Lowest Risk:100;Highest Risk :1  
When weighted by amount, Payments to suppliers average 15 Days Beyond Terms

**D&B Company Overview**

Do not confuse with  
<%=companyOverviewInfo.getCnfsWith()%>  
This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	RICHARD SPERBER, CEO
Year Started	1970
Employees	2800 (10 Here)
SIC	0781
Line of business	Landscape services
NAICS	541320
History Status	CLEAR

**Company News**

**Today: Friday, November 11, 2011**

This company is not currently tracked for Company News.

Powered by FirstRain

**D&B PAYDEX®**

**D&B PAYDEX® 71**   
Lowest Risk:100;Highest Risk :1  
When weighted by amount, Payments to suppliers average 14 days beyond terms

**Public Filings**

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	1	11/21/08
UCCs	122	09/12/11

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Commercial Credit Score Class

**Commercial Credit Score Class: 4**  
Lowest Risk:1;Highest Risk :5

Financial Stress Score Class

**Financial Stress Score Class: 3**  
Lowest Risk:1;Highest Risk :5

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

**11**  
Days

Dollar-weighted average of 122 payment experiences reported from 53 Companies

Recent Derogatory Events

	Aug-11	Sep-11	Oct-11
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	1	11/21/08
UCCs	122	09/12/11

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Suits

Status	Pending
DOCKET NO.	08C12450
Plaintiff	ELIZABETH STYLES
Defendant	VALLEY CREST LANDSCAPE MAINTENANCE AND OTHERS
Where filed	JEFFERSON COUNTY CIRCUIT COURT, LOUISVILLE, KY
Date status attained	11/21/08
Date filed	11/21/08
Latest Info Received	09/22/10

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

**UCC Filings**

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 060037587238  
**Filed With** SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX  
  
**Date Filed** 2006-11-14  
**Latest Info Received** 11/27/06

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 200614504104  
**Filed With** SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
**Date Filed** 2006-10-05  
**Latest Info Received** 12/14/06

**Type** Continuation  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 200614504104  
**Filed With** SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
**Date Filed** 2011-08-01  
**Latest info Received** 09/09/11  
**Original UCC Filed Date** 2006-10-05  
**Original Filing No.** 200614504104

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** UBS AG, STAMFORD BRANCH, AS SECOND LIEN COLLATERAL AGENT, STAMFORD, CT  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 2006169228-8  
**Filed With** SECRETARY OF STATE/UCC DIVISION, LANSING, MI  
  
**Date Filed** 2006-10-05  
**Latest Info Received** 11/21/06

**Collateral** All Assets and proceeds  
**Type** Original

**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 2006169227-6  
**Filed With** SECRETARY OF STATE/UCC DIVISION, LANSING, MI  
  
**Date Filed** 2006-10-05  
**Latest Info Received** 11/21/06

---

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 20060383002X  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL  
  
**Date Filed** 2006-10-05  
**Latest Info Received** 10/17/06

---

**Type** Continuation  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
**Filing No.** 201105053324  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL  
  
**Date Filed** 2011-07-29  
**Latest Info Received** 08/03/11  
**Original UCC Filed Date** 2006-10-05  
**Original Filing No.** 20060383002X

---

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE (VCC), INC.  
**Filing No.** 060033119285  
**Filed With** SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX  
  
**Date Filed** 2006-10-05  
**Latest Info Received** 10/16/06

---

**Type** Continuation  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE (VCC), INC.  
**Filing No.** 1100223288

**Filed With** SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

**Date Filed** 2011-07-29

**Latest Info Received** 08/02/11

**Original UCC Filed Date** 2006-10-05

**Original Filing No.** 060033119285

**Collateral** All Assets and proceeds

**Type** Original

**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY

**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**Filing No.** 2006033455-6

**Filed With** SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV

**Date Filed** 2006-10-04

**Latest Info Received** 12/12/06

**Type** Continuation

**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY

**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**Filing No.** 2011020164-5

**Filed With** SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV

**Date Filed** 2011-08-01

**Latest info Received** 08/08/11

**Original UCC Filed Date** 2006-10-04

**Original Filing No.** 2006033455-6

**Collateral** All Assets and proceeds

**Type** Original

**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY

**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**Filing No.** 067087386449

**Filed With** SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

**Date Filed** 2006-10-04

**Latest Info Received** 10/19/06

**Type** Continuation

**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY

**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**Filing No.** 1172796577

**Filed With** SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

**Date Filed** 2011-07-29  
**Latest info Received** 08/05/11  
**Original UCC Filed Date** 2006-10-04  
**Original Filing No.** 067087386449

---

**Collateral** All Assets and proceeds  
**Type** Original  
**Sec. Party** GOLDMAN SACHS CREDIT PARTNERS L.P., AS FIRST LIEN COLLATERAL AGENT, NEW YORK, NY  
**Debtor** ENVIRONMENTAL LEASING CO.  
**Filing No.** 067087385438  
**Filed With** SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

**Date Filed** 2006-10-04  
**Latest info Received** 10/19/06

---

**Type** Amendment  
**Sec. Party** GENERAL ELECTRIC CAPITAL CORPORATION, STAMFORD, CT  
**Debtor** VALLEYCREST LANDSCAPE MAINTENANCE, INC  
**Filing No.** 20022123429  
**Filed With** SECRETARY OF STATE/UCC DIVISION, DENVER, CO

**Date Filed** 2002-11-22  
**Latest Info Received** 08/06/03  
**Original UCC Filed Date** 1999-05-07  
**Original Filing No.** 19992025845

---

**Collateral** Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS

**Type** Amendment  
**Sec. Party** GENERAL ELECTRIC CAPITAL CORPORATION, STAMFORD, CT  
**Debtor** ENVIRONMENTAL CARE INC  
**Filing No.** 20032022604  
**Filed With** SECRETARY OF STATE/UCC DIVISION, DENVER, CO

**Date Filed** 2003-03-03  
**Latest Info Received** 08/07/03  
**Original UCC Filed Date** 1999-05-07  
**Original Filing No.** 19992025845

---

**Collateral** SECURITY INTEREST  
**Type** Amendment  
**Sec. Party** GENERAL ELECTRIC CAPITAL CORPORATION, STAMFORD, CT  
**Debtor** ENVIRONMENTAL CARE INC  
**Filing No.** 20032071172

Filed With SECRETARY OF STATE/UCC DIVISION, DENVER, CO

Date Filed 2003-07-02

Latest info Received 12/05/03

Original UCC Filed Date 1999-05-07

Original Filing No. 19992025845

There are additional UCCs in D&Bs file on this company available by contacting 1-800-234-3867.

### Government Activity

#### Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	YES
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

#### Possible candidate for socio-economic program consideration

Labour Surplus Area	YES (2011)
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

### History & Operations

Currency: Shown in USD unless otherwise indicated 

#### Company Overview

**Company Name:** VALLEYCREST LANDSCAPE MAINTENANCE, INC.

**Doing Business As :** (SUBSIDIARY OF VALLEYCREST COMPANIES, CALABASAS, CA)

**Street Address:** 24151 Ventura Blvd  
Calabasas , CA 91302

**Phone:** 818 223-8500

**URL:** <http://www.valleycrest.com>

**History** Is clear

**Present management control** 41 years

#### History

The following information was reported: 07/12/2011

**Officer(s):** ANTHONY GARRUTO, CFO

**DIRECTOR(S) :** THE OFFICER(S)

The Missouri Secretary of State's business registrations file showed that Valleycrest Landscape Maintenance, Inc was registered as a corporation on October 3, 2001.

Business started 1970 by parent company.

On August 2, 2002, the business name changed to Valleycrest Landscape Maintenance, Inc from Environmental Care, Inc. ANTHONY GARRUTO born 1945. 1994-present active here.

#### AFFILIATES :

The following are related through common principals, management and/or ownership.

1) Environmental Care Inc, Phoenix, AZ, started 1973. DUNS #-678-8160. Operates as a landscape contractor. Intercompany relations :

None reported by management.

2) Environmental Care Inc, Parker, CO, started 1972. DUNS #-407-7415. Operates as a landscape contractor. Intercompany relations :

None reported by management.

3) Environmental Landscape Products Inc, Irvine, CA, started 1986. DUNS #-110-2151. Operates as a wholesaler of lawn and garden supplies. Intercompany relations :

None reported by management.

4) Valley Crest Landscape Inc, Calabasas, CA, started 1949. DUNS #-115-8981. Operates as a landscape and irrigation contractor. Intercompany relations :

None reported by management.

5) Valley Crest Landscape Inc, Phoenix, AZ, started 1985. DUNS #-900-2332. Operates as a landscape and irrigation contractor. Intercompany relations :

None reported by management.

6) Valley Crest Landscape Inc, Parker, CO, started 1972. DUNS #-873-2181. Operates as a landscape and irrigation contractor. Intercompany relations :

None reported by management.

7) Valley Crest Tree Company, Calabasas, CA, started 1960. DUNS #-412-0916. Operates as a tree farm. Intercompany relations :

None reported by management.

8) Environmental Golf Inc, Calabasas, CA, started 1976. DUNS #-948-5224. Operates as golf course construction company. Intercompany relations :

None reported by management.

Business address has changed from 24121 Ventura Blvd, Calabasas, CA, 91302 to 24151 Ventura Blvd, Calabasas, CA, 91302.

## Operations

07/12/2011

Subsidiary of VALLEYCREST COMPANIES, CALABASAS, CA started 1949 which operates as irrigation system and land preparation construction, landscape service and tree farm. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary(ies). Intercompany relations: Shared facilities, loans and advances from the parent as needed and merchandise transactions handled on regular open account terms. There are no guarantees or endorsements.

**Description:** As noted, this company is a subsidiary of Valleycrest Companies, DUNS number 050796176, and reference is made to that report for background information on the parent company and its management.

Provides landscape counseling or planning, specializing in landscape services (100%).

Has 500 account(s). Terms are Undetermined. Sells to commercial concerns. Territory : Undetermined.

Nonseasonal.

**Employees:** 2,800 which includes officer(s). 10 employed here.

**Facilities:** Leases 25,000 sq. ft. in a one story brick building Facility is shared with parent company and other affiliates.

**Location:** Suburban business section on well traveled street.

**Branches:** This business has multiple branches; detailed branch information is available in the D & B linkage or family tree products.

## SIC & NAICS

### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

0781 0200 Landscape services

### NAICS:

541320 Landscape Architectural Services

## Banking

**Banks :** Wells Fargo Bank, Woodland Hills, CA.

## Financials

Currency: Shown in USD unless otherwise indicated 

## Additional Financial Data

The name and address of this business have been confirmed by D & B using available sources.

### Request Financial Statements

Requested financials are provided by VALLEYCREST LANDSCAPE MAINTENANCE, INC. and are not DUNSRight certified.

### Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

42

	Industry Norms Based On 42 Establishments		
	This Business	Industry Median	Industry Quartile
<b>Profitability</b>			
Return on Sales	UN	2.2	UN
Return on Net Worth	UN	18.5	UN
<b>Short-Term Solvency</b>			
Current Ratio	UN	1.9	UN
Quick Ratio	UN	1.6	UN
<b>Efficiency</b>			
Assets/Sales (%)	UN	40.5	UN
Sales / Net Working Capital	UN	6.1	UN
<b>Utilization</b>			
Total Liabilities / Net Worth (%)	UN	78.8	UN

UN = Unavailable

This information may not be reproduced in whole or in part by any means of reproduction.

Maintenance & Repair of Irrigation Systems in PSL

suit relating to allegations concerning work performed on the project. Involvement in this type of dispute is expected when a company does as much business as VCC. Generally plaintiffs in those types of claims name multiple defendants on a number of theories; VCC's occasional inclusion in these lawsuits bears no relation to the quality of its work.

(N/A is not an answer - list all lawsuits in the past five (5) years. Add lines if needed)

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

Local Valleycrest Landscape Maintenance operations have no lawsuits pending or completed. Valleycrest companies performs work on thousands of projects worldwide completing \$2-3 Billion worth of work in the USA and internationally. Naturally when a contractor engages in business in this type of volume some disputes will arise usually involving VCC pursuing an earned payment. Simply state for a contractor the size of VCC claims and lawsuits that relate to your request is expected. Most often, the disputes VCC is a party to arise as an account receivable lending the company to assert its contractual and/or statutory remedies by way of a collection claim. Occasionally, VCC will be one of numerous parties named in a lawsuit relating to allegations concerning work performed on the project. Involvement in this type of dispute is expected when a company does as much business as VCC. Generally plaintiffs in those types of claims name multiple defendants on a number of theories; VCC's occasional inclusion in these lawsuits bears no relation to the quality of its work.

suit relating to allegations concerning work performed on the project. Involvement in this type of dispute is expected when a company does as much business as VCC. Generally plaintiffs in those types of claims name multiple defendants on a number of theories; VCC's occasional inclusion in these lawsuits bears no relation to the quality of its work.

(N/A is not an answer - list all judgments - add lines if needed)

20. List any criminal violations and/or convictions of the Bidder and/or any of its principals:  
NONE \_\_\_\_\_

(N/A is not an answer)

21. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes ( x )    No ( )

If "Yes" was checked, state the bonding capacity of the firm. Single project \$25 Million. Total capacity for company is \$300 million.

22. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Insert up to two (2) pages).

In December of 2010 ValleyCrest was awarded an Industry Marketing Award for Smart Irrigation Initiatives from the Irrigation Association. This was done by focusing on educating customers especially large commercial properties, corporate campuses, and residential master planned communities about ways to use smart irrigation practices to ensure their landscape looks great, costs stay under control, and they stay in compliance with local water restrictions.

Maintenance & Repair of Irrigation Systems in PSL

23. Firm's experience with three (3) computerized irrigation central control systems in the past three (3) years in Florida, one (1) of which must have been a Rain Bird Maxicom system. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. The City of Port St. Lucie shall **not** be used to meet this requirement.

**Project #1:**

Name of Individual & Company:

Veranda Falls – Stiles Corporation, Wendy Hernandez

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Wendy Hernandez, Stiles Corporation WendyHernandez@Stiles.com (561) 694-6055. Project Supervisor: Mark Rosal

Overall description of irrigation maintenance project:

Installation and then Maintenance of Landscape and Irrigation Maintenance – 76 Zones

Name of computerized irrigation system: Maxicom

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? \$50,000

List all change orders and dollar amounts: NA

Was the irrigation system maintained on time and within budget? Yes

When was the project completed? Installation complete 2008. Maintenance is ongoing.

Is the maintenance contract still in effect? Yes

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? Yes

\*\*\*\*\*

Maintenance & Repair of Irrigation Systems in PSL

**Project #2:**

Name of Individual & Company:

Greenbrier Preserve POA

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

Diane Mundt, Bristol Management [Dmundt@BristolManagement.com](mailto:Dmundt@BristolManagement.com), (772) 215-0461. Project Supervisor: Mark Rosal

Overall description of irrigation maintenance project:

Landscape and Irrigation Maintenance of 56 zones

Name of computerized irrigation system: FlowGuard

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? \$100,000  
List all change orders and dollar amounts: NA

Was the irrigation system maintained on time and within budget? Yes

When was the project completed? 2012 – and maintenance ongoing.

Is the maintenance contract still in effect? Yes

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? Yes

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

Bruz Noel, Kimley-Horn and Associates, Inc.

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge on the project:

West Village Improvement District Services, Inc., (Ron Dewic), [Bruz.noel@kimley-horn.com](mailto:Bruz.noel@kimley-horn.com) (941) 379-3108. Project Supervisor: Mark Cruzan.

Overall description of irrigation maintenance project:

Maintenance & Repair of Irrigation Systems in PSL

Landscape and Irrigation Maintenance

Name of computerized irrigation system: Toro Sentinal

Was the firm a subcontractor on this project? Yes

What was the project total dollar amount? \$200,000

List all change orders and dollar amounts: NA

Was the irrigation system maintained on time and within budget? Yes

When was the project completed? 2011

Is the maintenance contract still in effect? Yes

Does the maintenance contract include monthly, quarterly and annual inspections as outline in Section 3.3? Yes

24. Firm's experience with three (3) installation and maintenance contracts for Variable Frequency Drive (VFD) pump stations during the past three (3) years. The City of Port St. Lucie cannot be used to meet this requirement.

**Project #1:**

Name of Individual & Company:

Bob Michael, Indian River Medical Center

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

Bob Michael, (772) 567-4311, [Bob.Michael@IRMC.com](mailto:Bob.Michael@IRMC.com) Project Supervisor: Mark Rosal

Overall description of project: Pump Station re-build and installation

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? \$30,000

List all change orders and dollar amounts: NA

When was the project completed? 2010

Did the maintenance project involve a VFD pump station? YES

Is the maintenance contract still in effect? YES

Maintenance & Repair of Irrigation Systems in PSL

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

Bob Hardy, Treasure Coast Square Mall

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

Bob Hardy, (772) 692-9401, [Bhardy@Simon.com](mailto:Bhardy@Simon.com) Project Supervisor: John Rose

Overall description of project:

Pump Station Installation

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$40,000

List all change orders and dollar amounts: NA

When was the project completed? 2012

Did the maintenance project involve a VFD pump station? Yes

Is the maintenance contract still in effect? Yes

Maintenance & Repair of Irrigation Systems in PSL

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

Julie Timares, Lennar

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

Julie Timares, (561) 432-2703 [Jtimares@Campbellproperty.com](mailto:Jtimares@Campbellproperty.com) Project Manager: Mark Rosal

Overall description of project:

Pump Station Installation and Renovation

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$9,000

List all change orders and dollar amounts: NA

When was the project completed? 2012

Did the maintenance project involve a VFD pump station? YES

Is the maintenance contract still in effect? No

\*\*\*\*\*

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

Addendum Number	Date Issued
1	July 18, 2012
2	July 23, 2012

26. 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](http://www.Cityofpsl.com).

Maintenance & Repair of Irrigation Systems in PSL

27. BID RESPONSE:

27.1 Bidder will  accept the Purchasing Card (Visa).  
(please circle one)

27.2 Percentage of discount when payment is made with Visa: \_\_\_\_\_ NA \_\_\_\_\_ %

27.3 Bid Reply Sheet Totals from Schedule "A": \$13.60 per zone. 661 zones = \$8,989.60 per month  
**= Total per year: \$107,875.20**

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

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

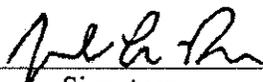
28. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

29. **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 ninety (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.

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

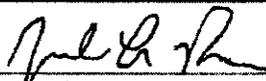
31. **CERTIFICATION**

This bid is submitted by: I (print) JOHN ROSE 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.

  
\_\_\_\_\_  
Signature

August 1, 2012  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Signature

Branch Manager  
\_\_\_\_\_  
Title

Maintenance & Repair of Irrigation Systems in PSL

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*

A handwritten signature in black ink, appearing to read "John A. [unclear]".

CERTIFICATE OF RESOLUTION

I, ANTHONY GARRUTO, Secretary of VALLEYCREST LANDSCAPE MAINTENANCE, INC., a Florida corporation, do hereby certify that on July 11, 2012, the following resolutions were adopted by unanimous consent of the Directors of VALLEYCREST LANDSCAPE MAINTENANCE, INC., pursuant to the authority of §607.0821 of the Florida General Corporation Act:

Authorization to Execute Documents

RESOLVED, that the Board of Directors have authorized and they do hereby authorize Jim Abbott, John J. Amarosa, Hollie S. Anderson, Jason Anderson, John Anderson, John Balzirini, Rohit Bassi, Victor Bernardini, Larry Blackburn, Charles Bland, H. John Borland, James Boynton, Steve Brackin, Brandon Bryson, Cliff Cameron, John Cornelius, Mark Cruzan, Andrew Davidson, Brent Davis, Chris Dennison, Michael Dozier, Mary Edwards, Anthony Garruto, Rick Gecosky, Charles L. Gonzalez, Jon Gregorius, Rob Gresham, David L. Hanson, Greg Harbison, Jay W. Jernigan, Daryl Johnson, James Jordan, Josh Kennedy, Ray Keenan, Scott Ketchum, Karen M. Klein, Mark Lanteigne, Rob Maier, Andrew J. Mandell, Tim McColgan, Scott Miller, Kyle Osborn, Steve Penny, David Rivera, Shawn Rommerdahl, John L. Rose, Eric Rothell, Dennis Smith, Richard A. Sperber, John Tuell, Gary L. Tungate, Keith Wilson, Richard S. Wolff, Bud Worland, Jose A. Zepeda, Roger Zino, or any of them to execute and deliver in the name of and for and on behalf of this Corporation, any and all bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation is hereby authorized and directed to execute a Certificate of the Secretary certifying to the passage of these resolutions;

FURTHER RESOLVED, that any and all firms, persons, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind this corporation by the execution and the delivery of any such bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;

FURTHER RESOLVED, that the authority herein contained, shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

DATED: July 11, 2012



ANTHONY GARRUTO  
Secretary



7/23/2012

Christina Wassi  
VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
14920 Orange Avenue  
Fort Pierce, FL 34945

RE: BID BOND  
Obligee: City of Port St. Lucie  
Project: City of Port St. Lucie Irrigation Maintenance & Repairs  
Estimated Contract Price: \$99,000.00  
Bid Date: 08/2/12  
Surety: Liberty Mutual Insurance Company

Dear Christina,

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem of deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

*Maria Pena*

Maria Pena,  
Account Manager

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name	Contract Price
1 <sup>st</sup>	_____	\$ _____
2 <sup>nd</sup>	_____	\$ _____
3 <sup>rd</sup>	_____	\$ _____

Where did you place \_\_\_\_\_ and your price \$ \_\_\_\_\_

If awarded contract, is final bond required? Yes [ ] No [ ]

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

ValleyCrest Landscape Maintenance, Inc.  
14920 Orange Avenue  
Fort Pierce, FL 34945

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
330 N. Brand Blvd.  
Glendale, CA 91203

### Mailing Address for Notices

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
175 Berkeley Street  
Boston, MA 02116

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.

### OWNER:

(Name, legal status and address)

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

**BOND AMOUNT: \$** Five Hundred and No/100

### PROJECT:

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

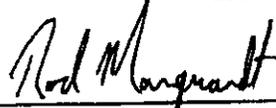
City of Port St. Lucie Irrigation Maintenance & Repairs  
Port St. Lucie, FL

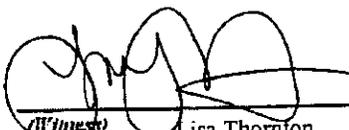
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 23th day of July, 2012

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Lisa Thornton

ValleyCrest Landscape Maintenance, Inc.

(Principal)

(Seal)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Maria Pena,

Attorney-in-Fact

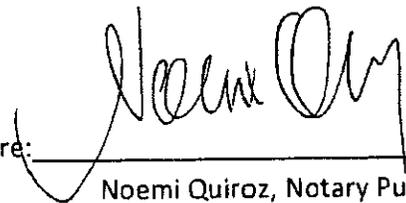
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 ) ss  
County of Los Angeles )

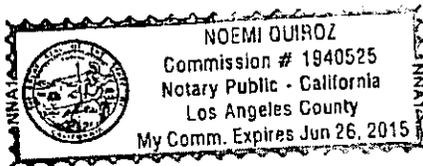
On JUL 23 2012, before me, Noemi Quiroz, Notary Public, personally appeared, Maria Pena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

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:   
Noemi Quiroz, Notary Public

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4764543

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, MARIA PENA, NOEMI QUIROZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00 ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts; Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 10th day of August 2011



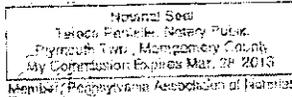
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of August 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY, WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of JUL 2012



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

04/01/2012

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 Alliant Insurance Services, Inc. 333 South Hope Street, Suite 3750 Los Angeles, CA 90071	CONTACT NAME:	
	PHONE (A/C No, Ext): (213) 443-2440	FAX (A/C, No):
INSURED ValleyCrest Landscape Maintenance 24151 Ventura Boulevard Calabasas, CA 91302	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company 22667	
	INSURER B: ACE American Insurance Company 22667	
	INSURER C: ACE American Insurance Company 22667	
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 EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HDO G24548375	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000.00
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$1,000,000.00
	<input checked="" type="checkbox"/> XCU HAZARD						GENERAL AGGREGATE \$2,000,000.00
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			ISA H06680905	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION						
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WLR C47006582	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.I. EACH ACCIDENT \$1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$1,000,000.00
	Other						E.I. DISEASE - POLICY LIMIT \$1,000,000.00

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Policy Provisions include a 30 day cancellation notice. Proof of Current Insurance Coverages

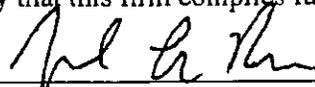
CERTIFICATE HOLDER  SAMPLE INSURANCE CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Alliant Insurance Services, Inc.</i>

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
Valleycrest Landscape Maintenance 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

August 1, 2012

\_\_\_\_\_  
Date

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

E-Bid #20120060

State of Florida

County of St. Lucie

John Rose, being first duly sworn, disposes and says that:  
(Name/s)

1. They are Branch Manager of Valleycrest Landscape Maintenance the Bidder that  
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

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

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

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

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

(Signed) [Signature]  
(Title) Branch Manager

STATE OF FLORIDA )  
COUNTY OF ST. LUCIE )SS:

The foregoing instrument was acknowledged before me this August 2, 2012  
(Date)

by: JOHN ROSE who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

William J Driskell [Signature]  
Notary (print & sign name)  
Commission No. EE #140444

CITY OF PORT ST. LUCIE  
E-BID # 20120060

PROJECT TITLE: Maintenance & Repairs to Irrigation Systems in Port St. Lucie

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Valleycrest Landscape Maintenance

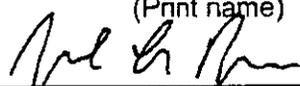
Corporate Title: Branch Manager

Address: 14920 Orange Avenue,

Fort Pierce, Florida

34945  
(Zip Code)

By: John Rose Branch Manager  
(Print name) (Print title)

  
\_\_\_\_\_  
(Authorized Signature)

Telephone: (772) 460-5410

Fax: (772) 461-7869

State License # \_\_\_\_\_ (ATTACH COPY)

County License # 26469 (ATTACH COPY)

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

Type of License: Irrigation Sprinkler PSL 12-11407

Unlimited No (yes/no)

If "NO", Limited to what trade? Lawn & Landscape, Irrigation Sprinkler

**Certificate of Completion**

MARK ROSAL

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.



Date Issued 7/30/12  
ZERRY CHOICE  
Instructor

County Certification Number: 26469  
Class Code: Irrigation Sprinkler  
This is to certify that MARK F. ROSAL DBA VALLEYCREST LANDSCAPE MAINTENANCE INC. has been issued a County Certificate in St. Lucie County, beginning on 09/07/2010 and ending on 09/30/2012, unless license is revoked.

Authorized Licensing Official

ST. LUCIE COUNTY  
CONTRACTOR  
IDENTIFICATION CARD

CITY OF FORT PIERCE, FLORIDA  
CERTIFICATE OF COMPETENCY  
IRRIGATION/SPRINKLER CONTRACTOR  
CONTROL # 0045870 LICENSE # 12-06028519  
TO: VALLEYCREST LANDSCAPE MAINTENANCE  
ROSAL, MARK F.  
14920 ORANGE AVENUE  
FT PIERCE FL 34945  
AMOUNT PAID 75.00 DATE 9/30/11  
EXPIRES 9/30/12  
1267948

FL#: PSL12-11407  
SIGNATURE  
ROSAL, MARK F.  
VALLEYCREST LANDSCAPE MAINTENANCE INC  
14920 ORANGE AVE  
FT PIERCE, FL 34945  
EXPIRE: 09/30/12  
CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
111127

**TRAINING CERTIFICATION**



**Mark Rosal**

Has successfully completed the Valley Crest course in

**TRENCHING & EXCAVATION  
COMPETENT PERSON**

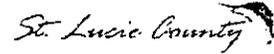
Federal, State and Local Regulations in addition to Valley Crest Safety Procedures and Industry Standards were used as criteria

**Select Certified**  
IRRIGATION ASSOCIATION

Mark Rosal  
CIC, CLIA

Certification ID # 81785  
Expiration Date: 1/31/2013  
CEU Cycle: 1/1/2011 to 12/31/2012

County Certification Number: 26469



Building & Code Regulation Division  
2300 Virginia Avenue  
Ft Pierce, FL 34982  
Phone: (772) 462-1673 Fax: (772) 462-1148  
[http://www.stlucieco.org/public\\_works/contract\\_licen.htm](http://www.stlucieco.org/public_works/contract_licen.htm)  
<http://airs.stlcfi.vetrol.com/AIRSwweb.php>

Issued To: **MARK F. ROSAL**  
**VALLEYCREST LANDSCAPE MAINTENANCE INC**  
  
**14920 ORANGE AVE**  
**FT PIERCE, FL 34945**

Class Code: *Irrigation Sprinkler*  
License Type: *County Certificate*

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Effective Date: 9/7/2010

Expiration Date: 9/30/2012

### Wallet Contractor ID Card

✂ Cut on outside of line, then fold in half.

*The Florida Irrigation Society hereby recognizes*

*Ian W. Kerner*

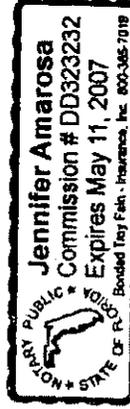
*On the 19<sup>th</sup> day of August, 2005*

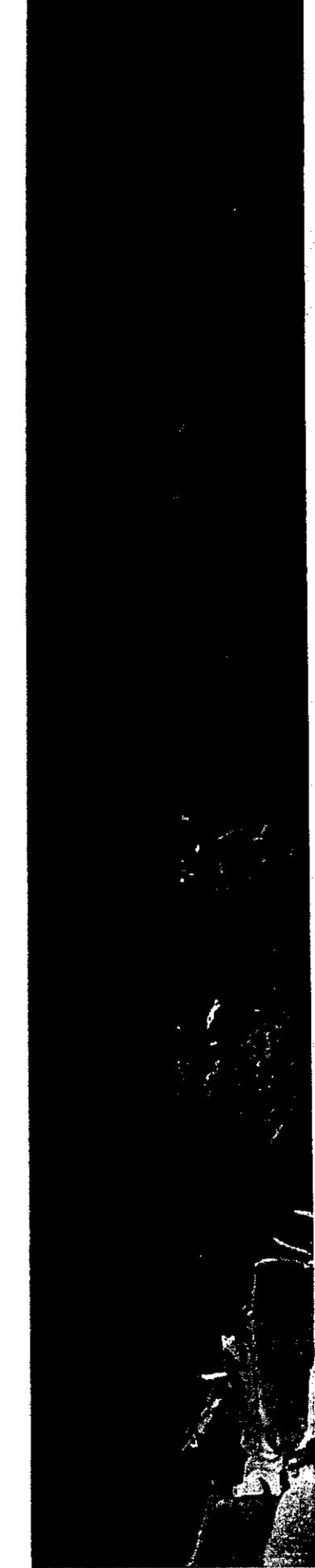
*This individual has successfully completed the Irrigation Site Manager Course as instructed by the  
Florida Irrigation Society.*

*CILB Provider Number: 0002995  
CILB Course Number: 00079998  
CILB Approved Instructor: Weston "Skip" Wright  
Continuing Education Units: 8 General  
Course Date: August 19th, 2005*

*Weston "Skip" Wright, FIS*  
Director of Education

*Jennifer Amarosa*  
Witness





**This is to Certify that**

**Ian Kerner**

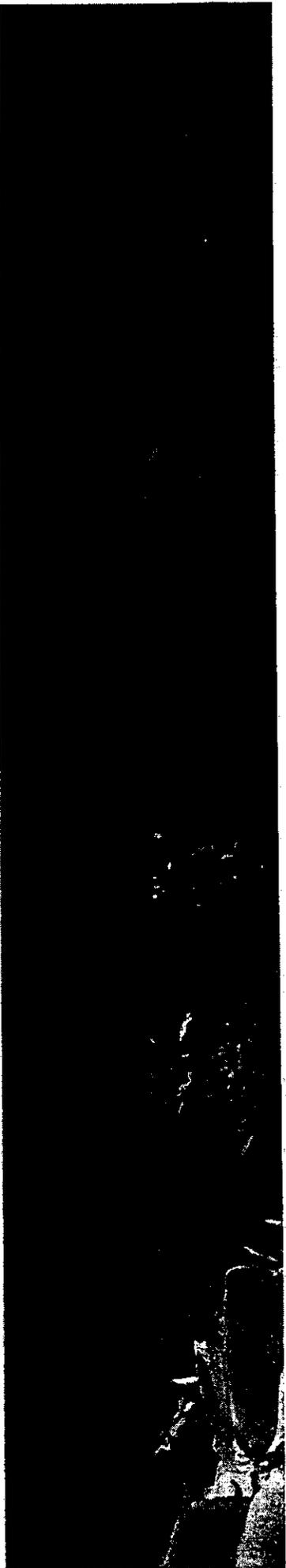
has successfully completed the requirements outlined in the Rain Bird Academy Guide for:  
**Maxicom<sup>2</sup> Hardware Level 1 Training – Palm Coast, Florida**  
August 13, 2007



Jon Watson, Training Services Manager

---

**RAIN BIRD®**



**This is to Certify that**

**Ian Kerner**

has successfully completed the requirements outlined in the Rain Bird Academy Guide for:  
**Maxicom<sup>2</sup> Software Level 1 Training – Palm Coast, Florida**  
August 14-15, 2007

Jon Watson, Training Services Manager

---

**RAIN BIRD<sup>®</sup>**



This is to Certify that

**Ian Kerner**

has successfully completed the requirements outlined in the Rain Bird Academy Guide for:  
**Maxicom<sup>2</sup> Software Level 2 Training – Palm Coast, Florida**  
August 16-17, 2007



Jon Watson, Training Services Manager

---

**RAIN BIRD<sup>®</sup>**



**RAIN BIRD®**

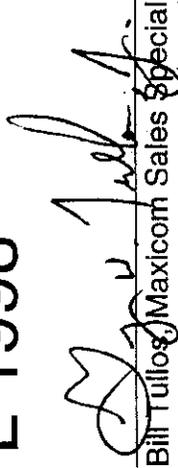
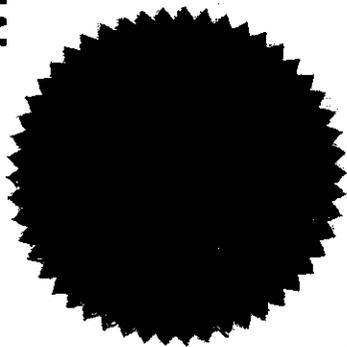
**MAXICOM Certification Program**

Presented to

***Charles Moretti***

For successfully completing requirements outlined in the  
Rain Bird MAXICOM Certification Program for:

**Maxicom Installation Certification  
West Palm, FL 1998**



Bill Tullos, Maxicom Sales Specialist

## Robyn Holder

---

**From:** Roderick Marquardt [RMarquardt@valleycrest.com]  
**Sent:** Monday, August 06, 2012 5:37 PM  
**To:** Robyn Holder  
**Cc:** John Rose; Mark Rosal  
**Subject:** FW: Irrigation Bid #20120060 opened 8/2/2012  
**Attachments:** Maxicom Irrigation Certifications.pdf; Maxi Cert .pdf

Hello Robyn,

Please see the attached Rainbird Maxicom certifications.

As per our conversation Hoover Pumping Stations is a regular vendor of ours. Hoover provides pump training and education to irrigation companies as one of their services. If you need any more information about Hoover please let me know and I'll have something sent to you asap.

Thank you very much,

Rod Marquardt

---

**From:** John Rose  
**Sent:** Monday, August 06, 2012 9:49 AM  
**To:** Roderick Marquardt  
**Subject:** Fw: Irrigation Bid #20120060 opened 8/2/2012

---

**From:** Robyn Holder [<mailto:RHolder@cityofpsl.com>]  
**Sent:** Monday, August 06, 2012 06:39 AM  
**To:** John Rose  
**Subject:** Irrigation Bid #20120060 opened 8/2/2012

Which of the licenses you provided is for the requirement below?

- 1.) Submitted all licenses required to perform the work including, Maxicom systems, Rainbird systems & VFD systems.

Thanks

Robyn Holder, CPPB  
Contract Specialist  
Office of Management & Budget  
City of Port St. Lucie  
772-344-4293  
772-871-7337 fax

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 100

TYPE OF BUSINESS 7202 LANDSCAPE/LAWN CARE (LANDSCAPE LAWN CARE)

BUSINESS/ Valley Crest Landscape Maintenance

DBA NAME

MAILING ADDRESS Valley Crest Landscape Mnt Inc  
 14920 Orange Ave  
 Ft Pierce, FL 34945

BUSINESS LOCATION 14920 Orange Av  
 Fort Pierce, FL 34945

St Lucie County  
 2307-231-0001-000/5



RENEWAL ORIGINAL TAX \$27.55  
 PENALTY  
 COLLECTION COST  
 TOTAL \$27.55

NONEXEMPT

K51636

Paid 07/19/2011 27.55

0025-20110719-004175

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Valley Crest Landscape Mnt Inc  
 14920 Orange Ave  
 Ft Pierce, FL 34945



State of

Florida

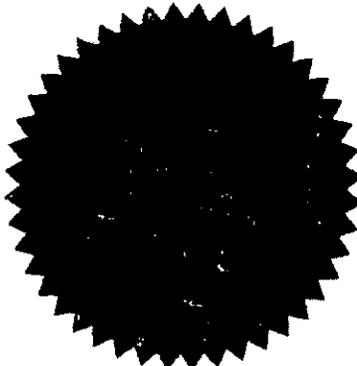
Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control  
**CERTIFIED PEST CONTROL OPERATOR**

Number: JF115028

**RODERICK R MARQUARDT**

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn & Ornamental*



*in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this signature at Tallahassee, Florida on February 17, 2003*

*Charles H. Bronson*

Charles H. Bronson

*Chief Bureau of Entomology and Pest Control*

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 25, 2012	JB142925	May 31, 2013

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **May 31, 2013** AT

14920 ORANGE AVE  
 FORT PIERCE, FL 34945

VALLEYCREST LANDSCAPE MAINTENANCE      **Lawn and Ornamental**  
 14920 ORANGE AVE  
 FORT PIERCE, FL 34945

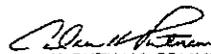
  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
June 5, 2012	JF115028	June 1, 2013

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2013**

ROD MARQUARDT      **Lawn and Ornamental**  
 2815 SW BEAR PAW TRAIL  
 PALM CITY, FL 34990

  
 ADAM H. PUTNAM, COMMISSIONER

**Florida Department of Agriculture and Consumer Services**

**Division of Marketing and Development**  
Mayo Building M- 38  
Tallahassee, Florida 32308

70333

**Business Mailing Address:**

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
DBA: VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
24151 VENTURA BLVD  
CALABASAS, CA 91302-1449

**Location Address:**

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
14920 ORANGE AVE  
FORT PIERCE, FL 34945-4511

State of Florida  
Department of Agriculture  
Agricultural ID Buyer



Adam H. Putnam  
Commissioner

Issued to JOHN ROSE  
Buyer for VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
License # 70333  
Effective Date 4/11/2012  
Bond Amount \$100,000.00



Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.

Cut Here



**State of Florida**  
**Department of Agriculture and Consumer Services**  
Division of Marketing and Development/Bureau of License and Bond  
850-488-4101  
Tallahassee, Florida

Issue Date: 03/30/2012  
Fee Amt Paid: \$2,400

# *United Safety Council*

This is to certify that

**William Driskell**

Has successfully completed 16 hours of training in

## **Maintenance of Traffic** (Intermediate)

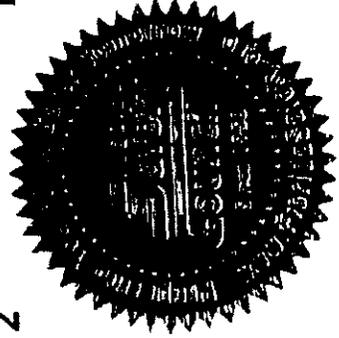
Recognized by the Florida Department of Transportation  
Presented by the United Safety Council – Provider #015 on

Date: January 31, 2012

Expiration: January 31, 2016

*Kurt Dansereau*

Kurt Dansereau  
Instructor



*Glenn Victor*

Glenn Victor  
Occupational Safety Director



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**CERTIFICATE OF GENERAL LIABILITY INSURANCE  
PERTAINING TO PEST CONTROL BUSINESS LICENSE**

Section 482.071(4), F.S. and 5E-14.142, F.A.C.  
Telephone: 850-617-7997

Respond to:  
Bureau of Entomology  
and Pest Control  
1203 Governors Square Blvd.,  
Suite 300, GS-46  
Tallahassee, FL 32301-2961  
www.flaes.org

Insured:  
(Pest Control Business)  
ValleyCrest Landscape Maintenance, Inc.  
Business Name

14920 Orange Ave.  
Physical Address of Business

Ft. Pierce, FL 34945  
City, State, Zip Code

PRODUCER:  
(Insurance Agent)  
Alliant Insurance Services, Inc.  
Company Name

333 S. Hope St., Ste. 3750  
Street or Mailing Address

Los Angeles, CA 90071  
City, State, Zip Code

(213) 443-2472  
Phone number

HDO G24547528  
Policy Number

April 1, 2011  
Policy Effective Date

April 2, 2012  
Policy Expiration Date

Insurance Company(ies) Affording Coverage:  
ACE American Insurance Company  
Company (Letter A - below)

Company (Letter B - below)

A. Chapter 482.071(4), Florida Statutes, states, in part, that each person making application for a pest control business license or renewal thereof must furnish to the department a certificate of insurance that meets the requirements for minimum financial responsibility for bodily injury and property damage consisting of:

Bodily injury: \$250,000 each person and \$500,000 each occurrence; and  
Property damage: \$250,000 each occurrence and \$500,000 in the aggregate; or

Combined single-limit coverage: \$500,000 in the aggregate.

The insured firm's coverage meets or exceeds the minimum statutory requirements as stated in "A" above:

Authorized Insurance Representative Signature

B. Does the insured have insurance for performing wood-destroying organism inspections in the form of errors and omissions (professional liability) coverage in an amount no less than \$500,000 in the aggregate and \$250,000 per occurrence?

Yes  No

Authorized Insurance Representative Signature

**CERTIFICATE HOLDER**

Florida Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control  
1203 Governors Square Blvd, Suite 300, GS-46  
Tallahassee, FL 32301-2961  
(850) 617-7997 FAX: (850) 617-7967

## 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 <b>ValleyCrest Landscape Maintenance</b>	
Business name, if different from above	
Check appropriate box <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>14920 Orange Ave</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fort Pierce, FL 34945</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

Social security number								
OR								

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

Employer identification number								
9	5	4	1	9	4	2	2	3

### Part II Certification

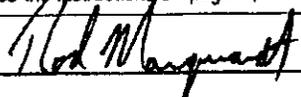
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶



Date ▶

### Purpose of Form

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

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

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

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**CHECKLIST**  
**E-Bid #20120060**  
**Maintenance & Repairs of Irrigation Systems in Port St. Lucie**

Name of Bidder: Valleycrest Landscape Maintenance

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

- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications, including MOT certification, to do work in the City of Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire with proper signatures uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors (Use the Questionnaire to list subcontractors). All requested information is to be uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS\***