

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7H
DATE 10/15/12

Meeting Date: October 15, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Demandstar Broadcast Date: August 13, 2012

Item: E-Bid #20120079 - McChesney Park Irrigation Well

Recommended Action: Approval of Award and Contract Documents with American Drilling Services, Inc. for the installation of the McChesney Park Irrigation Well in the amount of \$34,294.00, which includes a one-time Indemnification fee of \$10.00. Contract period is forty five (45) calendar days with no option to renew.

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

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

Summary Explanation/Background Information: An E-Bid was issued on August 13, 2012 for the McChesney Park Irrigation Well Project to provide a consistent water source for the irrigation of the park. Two (2) bids were received with American Drilling Services, Inc. being the only responsive bidder and also providing the best value to the City in the amount of \$34,294.00, which includes the Base Bid Amount and the option of a 4" PVC discharge line from the well to the pond/lake. The project consists of drilling a new on-site recharge well to fill the lake that is located on the southwestern portion of the property to irrigate the park.

The Parks & Recreation Department has reviewed the proposals and recommends award to American Drilling Services, Inc.

Purchase is budgeted in the 001 Fund.

Expenditure: **\$34,294.00**

Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	7210	Parks & Recreation Operations
Object Code	534000	Other Contractual Services
Project	n/a	

Director of OMB concurs with award: 

City Manager concurs with award: 

RECEIVED

Department requests ___-0-___ minutes to make a presentation.

Submitted by: Sherman Conrad

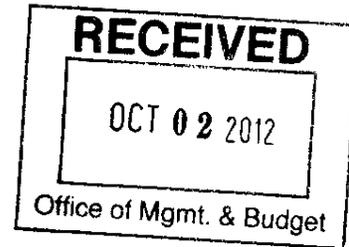
Date Submitted: 10/4/2012

OCT 05 2012
City Manager's Office

Title: Parks & Recreation Director

PORT ST. LUCIE
**PARKS &
RECREATION**

INTER-OFFICE MEMO



TO: Sherman Conrad, Director, Parks and Recreation *SC*
FROM: Mike Kendrick, Supervisor, Turf Crew, Parks and Recreation *MK*
THROUGH: Curtis Wichern, Golf Course/Turf Crew Administrator, Parks and Recreation *AW*
RE: RECOMMENDATION FOR BID #20120079 MCCHESENEY WEST
IRRIGATION WELL
DATE: October 1, 2012

During the past three years, we have experienced unusually dry conditions throughout all of Port St. Lucie. Specifically, at McChesney Park, during these drought conditions, our irrigation water source from the neighboring lake has become too low from which to draw upon. At times, the inadequate level of available water source from the lake occurs for months at a time. Although we do have an emergency backup system tied into St. Lucie West, this system has proven unreliable based upon the fact that St. Lucie West also withdraws from the same water source.

A recommendation to rectify this issue was presented to Brad Keen earlier in the year, which included the installation of an on-site recharge well to fill the lake that is located on the southwestern portion of the property. Permits have already been submitted and approved by South Florida Water Management District to install an 8" recharge well to correct this problem. The Office of Management and Budget submitted a bid, entitled "20120079 McChesney Irrigation," and two vendors replied to the bid. Upon reviewing the two bids received, I am hereby recommending, based upon the best value to the City, that we award the bid to American Well Drilling. This vendor has bid \$34,297 to complete this project and will include items 1-10 as well as an optional item (11 4" discharge line). I have attached a copy of the bid tabulation sheet hereto for your review and consideration.

Thank you for the opportunity to review, research, and recommend a sound solution to the drought conditions in existence at McChesney Park. If you have any questions or need additional information, please feel free to contact me. Thank you in advance for your consideration.

MK/pr

cc: Brad Keen, Assistant Parks Director, Parks and Recreation

2195 S.E. Airoso Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

**CITY OF PORT SAINT LUCIE
CONTRACT #20120079**

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 **AMERICAN DRILLING SERVICES, INC.**, 405 SW 2nd Street, Okeechobee, Florida 34974, Telephone No. (863) 763-3221 Fax No. (863) 467-8485, 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 Mike Kendrick, Parks & Recreation Department at (772) 370-3901, or his designee.

NOTICES

City Project Manager:	Mike Kendrick City of Port St. Parks & Recreation Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-370-3901 Email: mkendrick@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
Contractor:	Frank DeCarlo, Preident American Drilling Services, Inc. 405 SW 2nd Street Okeechobee, Florida 34974 Telephone: 863-763-3221 Fax: 863-467-8485 Email: karson@strato.net

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120079 consisting of pages 1 - 48, all Addenda, Attachments A and B for the McChesney Park Irrigation Well are hereby incorporated herein by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall begin on _____ and terminate forty five (45) calendar days for final completion thereafter on _____, 2012. 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 at no additional cost to the City until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

**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 Thirty Four Thousand Two Hundred Ninety Four (\$34,294.00) dollars as indicated on Schedule A attached hereto and made a part hereof for 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 under this Contract 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 in full herein.

**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 cost and 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 the 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

McChesney Park Irrigation Well

General Liability policy. Products & Completed Operations coverage are 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 also 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 an Additional Insured with a CG20101185 or CG20371001 & CG20100704-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 #20120079 for the McChesney Park Irrigation Well 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 to and approved by the City as to the 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 described limits, the Contractor shall be required, upon receipt of a thirty (30) day 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.

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 that 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 one hundred (100%) percent 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 and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued 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. Part 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 for Breach 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 one thousand (\$1,000.00) 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. Termination by the City. 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's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of American Drilling Services, 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)

SCHEDULE A

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$1,000.00	\$1,000.00
2	8" PVC Irrigation Recharge Well	1	LS	\$12,000.00	\$12,000.00
3	2" Test Well	1	LS	\$1,500.00	\$1,500.00
4	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM needed	1	LS	\$7,500.00	\$7,500.00
5	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper recovery)	30	FT	\$100.00	\$3,000.00
6	Abandonment of 2" Test Well	1	LS	\$500.00	\$500.00
7	Installation plus material for low voltage float switch to operate submersible pump	1	LS	\$1,000.00	\$1,000.00
8	Control Enclosure	1	EA	\$3,784.00	\$3,784.00
9	Construction & Abandonment Permits	1	EA	\$1,000.00	\$1,000.00
10	Indemnification Fee	1	LS	\$10.00	\$10.00
11	4" PVC Discharge line from Well to Pond/Lake	550	FT	\$5.46	\$3,000.00
GRAND TOTAL					\$34,294.00

E-Bid Documents

- E-Bid Specifications
- Attachment A
- Attachment B
- E-Bid Reply Excel Spreadsheet
- Addendum #1
- Pre Bid Meeting Agenda
- Pre Bid Meeting Sign In Sheet



"A City for All Ages"

CITY OF PORT ST. LUCIE

**Sealed Electronic Bid #20120079
(E-Bid)**

McChesney Park Irrigation Well

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

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INVITATION TO E-BID

Sealed Electronic Bid #20120079 for the McChesney Park Irrigation Well will be received by the City of Port St. Lucie ("City") no later than **3:00:00 p.m. on September 6, 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 will 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 be able to change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **August 13, 2012 at 1:30 PM.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed 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. This **MUST** be received within three (3) business days 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 - 48.
- E-Bid Reply Sheet #20120079, pages 22 - 24 (included in E-Bid Specifications).
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications).
- Attachment A – Aerial of the Site, page 1 (not included in E-Bid Specifications).
- Attachment B- SFWMD General Water Use permit, pages 1 -16 (not included in E-Bid Specifications).

Robyn Holder, CPPB
Contract Specialist

McChesney Park Irrigation Well

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.*

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**SPECIFICATIONS
E-BID #20120079**

McChesney Park Irrigation Well

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the construction of the McChesney Park Irrigation Well located at 1585 S.W. Cashmere Boulevard, Port St. Lucie, Florida 34986. Contract period is estimated at forty five (45) calendar days for final completion with no option for renewal.

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

NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that are listed on the Federal, State, or other local governmental agencies' Excluded Parties List, Suspended List or Debarment List.

INTENT

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Florida Licensed Water Well Contractor to perform the construction of a new eight (8) inch irrigation recharge well at McChesney Park in St. Lucie West on Cashmere Boulevard. The unit prices shall include all labor, materials, permits, equipment, guarantees and warranties.

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 the project with the E-Bid Reply Sheet #20120079. References shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

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

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

The award date is the date that City Council passed 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 City's web site.

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

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

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120079 should be typed or printed and signed in black/blue 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, #20120079 from Onvia, via phone 800-711-1712 or via internet 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.
- C. Complete company information on E-Bid Reply Sheet #20120079.
- D. Enter total price on E-Bid Reply Sheet #20120079. 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 Spreadsheets uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20120079 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20120079 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20120079, 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 may not be considered), Insurance Certificate(s), Drug Free Workplace Form, Trench Safety form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120079.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 48.
- Bid Reply Sheet #20120079.

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- Contractor's Questionnaire.
- E-Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Contractor Verification Form.
- Trench Safety Form.
- Drug Free Workplace Form.
- Checklist.
- Attachments:
 - Attachment A – Aerial of the Site, page 1.
 - Attachment B – SFWMD General Water Use Permit, pages 1 - 16.

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". This must be uploaded on Demandstar.com with all other required responses. Then the 5% Bid Bond must be mailed immediately after the opening and **MUST** be received within 3 days after the opening or your bid will not be considered. Thus showing evidence that a Bid Bond was obtained.

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

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

1.11 Payment Terms - Invoices shall be submitted once a month, by the 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 discount applies.

Bidders are requested to state on the Bid Reply Sheet #20120079 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) days ARI.

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

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. Read the insurance requirements carefully. If Bidder cannot accept these terms and conditions then the Bidder should 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 public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 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

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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.

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

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

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

1.22 Material Safety Data Sheets (MSDS) – Bidders shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. 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.

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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, 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 not withstanding any representation to the contrary.

2.2 Warranty and Guarantee - All materials must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than one (1) year from the date of start-up not to exceed eighteen (18) months from delivery.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item within seven (7) days of receipt of written notice from the City of said defect.

2.3 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.

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

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

2.7 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the 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.

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

2.9 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 & Site Visit - A non-mandatory pre-bid conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 at **1:30 pm on August 13, 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 - The construction of an eight (8) inch recharge well at McChesney Park located at 1585 S.W. Cashmere Boulevard, Port St. Lucie, Florida further described as follows:

3.3.1 General Construction - The pump assembly shall be submersible turbine construction. The drop column shall be a minimum four inches (4"). The pump shall produce two hundred (200) gallons per minute (GPM) at thirty five (35) total dynamic head (TDH) with a minimum of seventy percent (70%) efficiency. The Pump shall be driven by a seven and a half (7.5) horsepower submersible motor as manufactured by Franklin Motor Company or Equal. The pump shall be design not to operate in the service factor of the motor at the design point. An electrical panel will be available with four hundred eighty (480) volt three (3) phase power equipped with a thirty (30) amp breaker that will be located at the well head and will be supplied by the City. All other electrical connections will be the Contractor's responsibility.

3.3.2 Pump - The pump shall be designed to produce two hundred (200) GPM at thirty five (35) TDH with a maximum of ten (10) feet of draw down in water well. The well shall have the flow limit by orifice or valve with removable handle. Contractor shall verify the flow is not exceeding two hundred (200) GPM and set flow limit device accordingly. Contractor shall confirm well

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production and draw down prior to ordering pump. Power available is four hundred eighty (480) volt three (3) phase.

3.3.3 Discharge Head - The discharge head shall be welded steel construction. There shall be a threaded hub to pass the submersible cable. There shall be a one inch (1") threaded hub to test pump draw down. The discharge head shall have a lifting eye with a minimum one and a half (1 ½") inch hole capable of lifting the entire pump assembly. The entire discharge head assembly shall be primed and painted with two coats of industrial grade enamel.

3.3.4 Column - The drop column shall be threaded schedule forty (40) steel. Each pipe shall be electrically bonded together at each end of each pie with a minimum number six (#6) solid copper wire connected to a copper lug on each column pipe. The copper lug shall be attached to the end of each column with a one quarter inch (¼") stainless steel stud welded directly to the column. The top column shall be bonded to the equipment ground conductor in the motor termination box on the discharge head assembly. The bottom column shall be bonded to the turbine bowl assembly and to the equipment ground on the submersible motor. The entire assembly shall be electrically bonded to the well casing if well casing is steel.

3.3.5 Bowl Assembly - The pump(s) bowls shall be constructed from close grained cast iron having a minimum tensile strength of thirty thousand (30,000) pounds per square inch (PSI) and shall conform to American Society for Testing and Materials (ASTM) Designation A48, Class 30. They shall be free from sand holes, blow holes or other faults and must be accurately machined and fitted to close tolerances. The bowls shall be lined with porcelain enamel or fusion epoxy to reduce friction. The impellers shall be of bronze ASTM B584 alloy C83800, enclosed type and dynamically balanced. The pump bowl shaft shall be of ASTM Grade 416 stainless steel turned, ground and polished. It shall be supported by bronze bearing of ASTM B505 alloy C84400 above and below each impeller. The pump bowl assembly shall be as manufactured by Goulds, American Marsh, Franklin Electric or equal. The City is the sole judge of equality.

3.3.6 Motor - The motor shall be a submersible type designed for continuous underwater operation and with a combination of a maximum water temperature and minimum velocity past the motor such that the service factor shall be of 1.15 minimum. The motor shall be of a water filled type and fitted with a segmented plate type thrust bearing. Motor leads shall be protected by a stainless steel cable guard for the entire length of the bowl assembly. The motor rating shall be selected so that the load at design is not greater than the name plate rating at 1.0 service factor and at no point on the curve shall the load exceed the name plate rating plus ten percent (10 %). The power cable shall be sized per manufacturer's specification and shall not exceed three percent (3%) voltage drop. The pump riser pipe, the well casing and the motor shall be bonded together with a green copper wire with Thermoplastic Heat and Water Resistant Nylon Coated (THWN) insulation sized in accordance with the National Electric Code article 250 equipment grounding conductor. The motor shall be as manufactured by Franklin Electric or equal.

3.3.7 Control Enclosure - The pump station motor and electrical controls shall be housed in a single weatherproof National Electrical Manufacturers Association (NEMA) 4X enclosure with door in door construction. The enclosure shall be fabricated from stainless steel, sun light resistant fiberglass or aluminum. A removable back panel shall be provided for all component mounting. Padlocking provisions shall be included to prevent unauthorized entry. The enclosure shall be fabricated per NEMA standards and bear a National Testing Laboratory Listing (UL label, ETL or

equivalent). All equipment and wiring shall be properly labeled for identification. A complete wiring schematic with all terminals, components and wires identified shall be provided on the inside of the control panel door with weatherproof cover. All wires will be numbered according to the diagram for future reference and maintenance. The panel wiring shall be contained where possible in wiring duct and spiral wrap. The use of tie wraps shall be limited.

3.3.8 Main Disconnect Switch - The control cabinet shall be provided with a main disconnect switch. The main disconnect switch shall be rated for maximum connected horsepower and have a "Thru-the-Door" operating handle. The handle shall be rated NEMA 3R and have provisions for locking in the "OFF" position. The door shall not be able to be opened when the switch is in the "ON" position and shall de-energize all components in the enclosure.

3.3.9 Over Current Protection - The motor shall be protected with current limiting class of RK 5 dual element fuses for motor short circuit protection. Fuses shall be equal to Bussman type FRS or type FRN depending on line voltage rating. Circuit breakers or Class J designed fuses are not acceptable.

3.3.10 Lightning Arrestor - All electrical equipment shall be protected by UL listed Transient Voltage Surge Suppression device with clamping voltage at or below fifteen (1,500) Volts @ one hundred (100) Amps. Suppressor shall have a response time of three (3) - five (5) nanoseconds. Unit shall meet the following specification: Institute of Electrical and Electronics Engineers (IEEE) 587 Category C and UL 1449-1987.

3.3.11 Motor Starters - The motor starters shall be full voltage across-the-line type. The motor starters shall be NEMA size rated for pump motor horsepower. The starter coils shall operate at one hundred twenty (120) VAC. The starter shall be as manufactured by Allen and Bradley, Cutler Hammer, ABB or equal.

3.3.12 Power Monitor - Three (3) phase pump controllers shall include a plug-in type power monitor to sense phase unbalance, phase loss, or phase reversal. Upon sensing a phase problem, the pump motor shall be immediately shutdown. The monitor shall contain a light to indicate when the power relation is not correct. The monitor shall contain an adjustment screw. A time delay shall be provided to restart the station after power outage and to prevent short cycling.

3.3.13 Control Transformer - The control transformer shall be sized for all internal and external control components. The control transformer shall not supply irrigation clocks, receptacles, lights, dehumidification heaters, auxiliary pumps or any external device extending beyond ten (10) feet from the control panel. The transformer shall have a dual primary input for use with 480 volt or 240 volt systems. The transformer primary shall be fused with UL Class CC time delay fuses design for the inrush of the transformer. The transformer secondary shall be protected by fuse or circuit breaker and one (1) leg shall be grounded and become the grounded conductor. The transformer shall be as manufactured by Acme Transformer Company or equal. No transformer larger than 100va shall be contained in the panel unless provisions for cooling are provided.

3.3.14 Operating Interface Devices - All indicating lights, reset buttons, selector switches and hour meters shall be rated NEMA 3R and mounted in enclosure door. All pilots and switches to have plastic laminated engraved labels. Non-resettable running time meters shall display in hours and tenths the total running time of each pump.

The following interface devices shall be included with the pump system:

- Elapse Time Meter.
- Hand / Off / Automatic switch.

3.3.15 Testing Laboratory - The pump station control panel shall be listed as a control assembly by a nationally recognized testing laboratory (UL or ETL or equivalent). The panel shall be constructed to UL 508 industrial control panel specifications and the National Electric Code 1996 Edition.

3.3.16 Installation - The Contractor shall be responsible for the electrical connection, pump and associated equipment installation steel discharge to below grade.

A licensed electrical contractor shall provide electrical power to the panel. The power shall have a maximum voltage drop of three percent (3%) from service equipment with a maximum over all voltage drop of five percent (5%). The electrical feeder shall be installed and sized in accordance with the National Electric Code 1996 Edition. The feeder conduit shall not, under any circumstances, penetrate the top of the control panel. Care shall be taken to see that the panel is properly protected from the weather while it is opened. Care is to be taken to see that metal particles, shavings or sand are kept out of the control panel and the bottom of the panel is clean upon completion of electrical connection.

3.3.17 Manuals - The manufacturer shall provide the City with two (2) complete operation and maintenance manuals including pump performance curves, electrical schematic, panel layout, panel bill of material, specification sheet, station start up sheet showing all design and performance settings, standard operation information, installation information and maintenance information.

3.4 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way 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 by 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 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 forty eight (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 twenty four (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 within three (3) business days after the opening may be cause for the rejection of the bid.

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

4.3 Payment & Performance Bonds - The selected Bidder shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. 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 for the contract award are obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation, and furnish an acceptable Performance and Payment Bond (when required) complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. 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.

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.

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
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

McChesney Park Irrigation Well

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.

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 #20120079 for McChesney Park Irrigation Well 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.

5.5 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 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.

McChesney Park Irrigation Well

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

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E-Bid Reply Sheet #20120079

McChesney Park Irrigation Well

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

5.3 E-Bid Reply Sheet Totals from E-Bid Reply Excel Spreadsheet: \$ _____.

(These figures must match the E-Bid Reply Excel Spreadsheets and the figures that are to be used on the Demandstar submittal page. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120079 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.)

SCHEDULE A

	Description	Quantity	Units
1	Mobilization	1	LS
2	8" PVC Irrigation Recharge Well	1	LS
3	2" Test Well	1	LS
4	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM needed	1	LS
5	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper recovery)	30	FT
6	Abandonment of 2" Test Well	1	LS
7	Installation plus material for low voltage float switch to operate submersible pump	1	LS
8	Control Enclosure	1	EA
9	Construction & Abandonment Permits	1	EA
10	Indemnification Fee	1	LS

OPTIONAL BID ITEMS

11	4" PVC Discharge line from Well to Pond/Lake	550	FT
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McChesney Park Irrigation Well

5.4 Bidder may offer to the City a project completion date of less than forty five (45) calendar days for final completion. All offers less than forty five (45) calendar days for final completion may be a consideration for award.

_____ Calendar days

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

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

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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.

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

9. **CERTIFICATION**

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

Signature Date

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

Signature Title

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

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CONTRACTOR'S QUESTIONNAIRE

E-BID #20120079

McChesney Park Irrigation Well

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 / Proposer

Submitted by: _____
Name and Title

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

1. Type of Organization: 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:

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 - insert lines if necessary.)

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. What is the water well construction experience of the principals and supervisory personnel of your organization?

(Add resumes of person that will be assigned to this project – **limit one (1) page per person.**)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

11. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

12. State your firm's commitment to perform in a timely fashion:

McChesney Park Irrigation Well

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

14. State your firm's ability to meet budget and schedule:

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

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

Company	Qualifications	Job Duties on this Project	List three (3) other Projects where Company has performed similar work in Florida
			1. 2. 3.

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

McChesney Park Irrigation Well

17. 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:

(This is a Word document - insert lines if necessary.)

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

Yes () No ()

If yes, please explain:

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

(N/A is not an acceptable answer - all must be listed)

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

(N/A is not an acceptable answer - all must be listed)

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

(N/A is not an acceptable answer - all must be listed)

22. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

23. 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. \$ _____.

McChesney Park Irrigation Well

- 24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

- 25. Firm's experience with four (4) water irrigation well construction projects in the State of Florida. 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.

Project #1:

Name of Individual & Company:

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

Overall description of project and depth of the well:

Description of work performed by the Company: _____

Description of the work performed by the individual: _____

Was the firm a subcontractor on this project? _____

What was the project total dollar amount? _____

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

Project #2:

Name of Individual & Company:

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

McChesney Park Irrigation Well

Overall description of project and depth of the well:

Description of work performed by the Company: _____

Description of the work performed by the individual: _____

Was the firm a subcontractor on this project? _____

What was the project total dollar amount? _____

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

Project #3:

Name of Individual & Company:

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

Overall description of project and depth of the well:

Description of work performed by the Company: _____

Description of the work performed by the individual: _____

Was the firm a subcontractor on this project? _____

What was the project total dollar amount? _____

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

Project #4:

McChesney Park Irrigation Well

Name of Individual & Company:

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

Overall description of project and depth of the well:

Description of work performed by the Company: _____

Description of the work performed by the individual: _____

Was the firm a subcontractor on this project? _____

What was the project total dollar amount? _____

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 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 Mike Kendrick, Parks & Recreation Department at (772) 370-3901, or his designee.

NOTICES

City Project Manager: Mike Kendrick
City of Port St. Parks & Recreation Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-370-3901
Email: mkendrick@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

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 #20120079 consisting of pages 1 - 48, all Addenda, Attachments A and B for the McChesney Park Irrigation Well are hereby incorporated herein by this reference.

E-Bid #20120079

**SECTION II
TIME OF PERFORMANCE**

Contract period shall begin on _____ and terminate forty five (45) calendar days for final completion thereafter on _____, 2012. 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 at no additional cost to the City until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

**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 hereof for 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 under this Contract 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 in full herein.

**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 cost and 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 the 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 are 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

McChesney Park Irrigation Well

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 also 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 an Additional Insured with a CG20101185 or CG20371001 & CG20100704-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 #20120079 for the McChesney Park Irrigation Well 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 to and approved by the City as to the 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 described limits, the Contractor shall be required, upon receipt of a thirty (30) day 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.

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 that 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.

McChesney Park Irrigation Well

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 one hundred (100%) percent 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 and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued 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. Part 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 for Breach 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 one thousand (\$1,000.00) 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. Termination by the City. 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**

Not applicable to this contract.

**SECTION XXII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120079

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. _____

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: McChesney Park Irrigation Well

Project Location: Port St. Lucie, Florida

Project Number 20120079

Project Location: 1585 S.W. Cashmere Blvd., Port St. Lucie, Florida - See Aerial (Attachment A)

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars
(Written) (Figures)

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

Certified: _____
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 2012.

NOTARY PUBLIC

**CITY OF PORT ST. LUCIE
E-BID # 20120079**

PROJECT TITLE: McChesney Park Irrigation Well

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 #20120079
McChesney Park Irrigation Well

Name of Bidder: _____

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

- _____ E-Bid Reply Sheet #20120079 with proper signature uploaded to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet & E-Bid Reply Excel Spreadsheet - Alternate #1 forms uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days 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 E-Bid Reply Sheet #20120079.
- _____ 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 to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder, Trench Safety form and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors. (Use the Questionnaire for providing all sub-contractors).
- _____ Copy of the Checklist uploaded to Demandstar.

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

ATTACHMENT A

Aerial of the McChesney Park

City of Port St. Lucie
McChesney Park Irrigation Well
City of Port St. Lucie, Florida

(1 page follow as a separate attachment)

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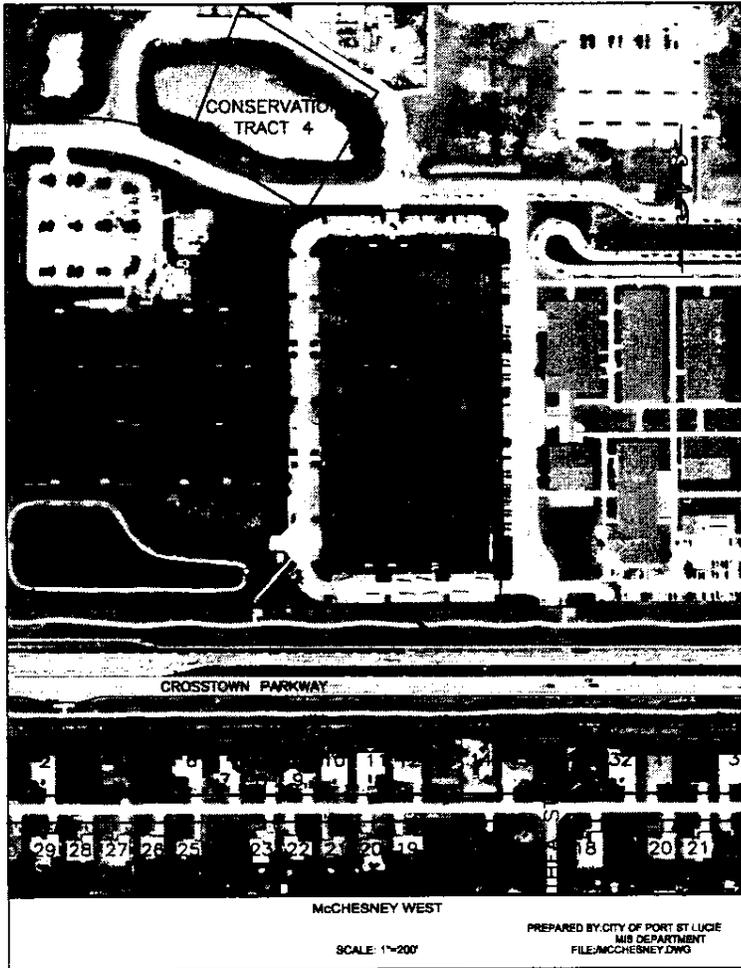
ATTACHMENT B

South Florida Water Management District
General Water Use Permit #56-01282-W
Dated July 28, 2012

City of Port St. Lucie
McChesney Park Irrigation Well
City of Port St. Lucie, Florida

(16 pages follow as a separate attachment)

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McChesney West Park 1585 S.W. Cashmere Blvd. PSL.



E-Bid #20120079
Attachment B

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CON 24-06

Application No.: 110613-12
General Permit No.: 56-01282-W

July 28, 2011

CITY OF PORT SAINT LUCIE
121 S W AIROSO BLVD
PORT SAINT LUCIE, FL 34984

Dear Permittee:

SUBJECT: General Water Use Permit No.: 56-01282-W
Project: MCCHESNEY WEST
Location: ST LUCIE COUNTY, S31/T36S/R40E
Permittee: CITY OF PORT SAINT LUCIE

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to renew and modify Water Use Permit 56-01282-W for landscape irrigation of seven acres of turf. Water supply withdrawals are from the on-site lake via one proposed withdrawal facility and from the surficial aquifer system via one proposed withdrawal facility.

Prior to drilling the proposed well, it will be necessary for you to obtain a well construction permit from the St. Lucie County Health Department.

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 28, 2011
Page 2

Date Of Issuance: July 28, 2011

Expiration Date: July 28, 2031

Water Use Classification: Landscape

Total Serviced Acreage: 7 (7 acres of turf)

Water Use Permit Status: Modification/Renewal

Environmental Resource Permit Status: Permitted (No. 56-00573-S).

Right Of Way Permit Status: Not Applicable.

Ground Water From: Surficial Aquifer System

Surface Water From: On-site Lake(s)/Pond(s)

Permitted Allocation(s):

Annual Allocation: 8,672,000 Gallons
Maximum Monthly Allocation: 1,255,100 Gallons

Proposed Withdrawal Facilities – Ground Water

Source: Surficial Aquifer System
1 – 8" X 150' X 150 GPM Well Cased To 140 Feet

Proposed Withdrawal Facilities – Surface Water

Source: On-site Lake(s)/Pond(s)
1 – 6" X 20 HP X 200 GPM centrifugal Pump

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
On-site Lake(s)/Pond(s)	P	200	0.29	8.8	105
Surficial Aquifer System	P	150	0.22	6.6	79
Totals:		350	0.51	15.4	184

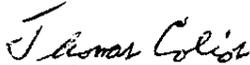
Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 28, 2011
Page 3

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 28th day of July, 2011, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



Thomas Colios
Section Leader
Water Use Regulation Division

TDC /ac

Enclosure

c: City Of Port St Lucie
Dept of Environmental Protection
Indian River Bd of County Commissioners
Port St. Lucie Utilities System
St Lucie County Health Department

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 28, 2011
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Limiting Conditions

1. This permit shall expire on July 28, 2031.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Landscape Irrigation

4. Source classification is:

Ground Water from:
Surficial Aquifer System

Surface Water from:
On-site Lake(s)/Pond(s)

5. Total annual allocation is 8.672 MG.

Total maximum monthly allocation is 1.2551 MG.

These allocations represent the amount of water required to meet the water demands as a result of rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1 in 10 year drought event. If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

- (a) All other conditions of the permit are met; and
- (b) The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
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Page 5

Limiting Conditions

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

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

7. Withdrawal Facilities:

Ground Water – Proposed:

1 – 8" X 150' X 150 GPM Well Cased To 140 Feet

Surface Water – Proposed:

1 – 6" x 20 HP X 200 GPM centrifugal Pump

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 28, 2011
Page 6

Limiting Conditions

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:
 - (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)
 - (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or
 - (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.
10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
 - (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 28, 2011
Page 7

Limiting Conditions

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Division, MSC 2420, P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. The permittee shall comply with Mandatory Year-Round Landscape Irrigation Conservation Measures, as established by Chapter 40E-24, F.A.C.
18. The Permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

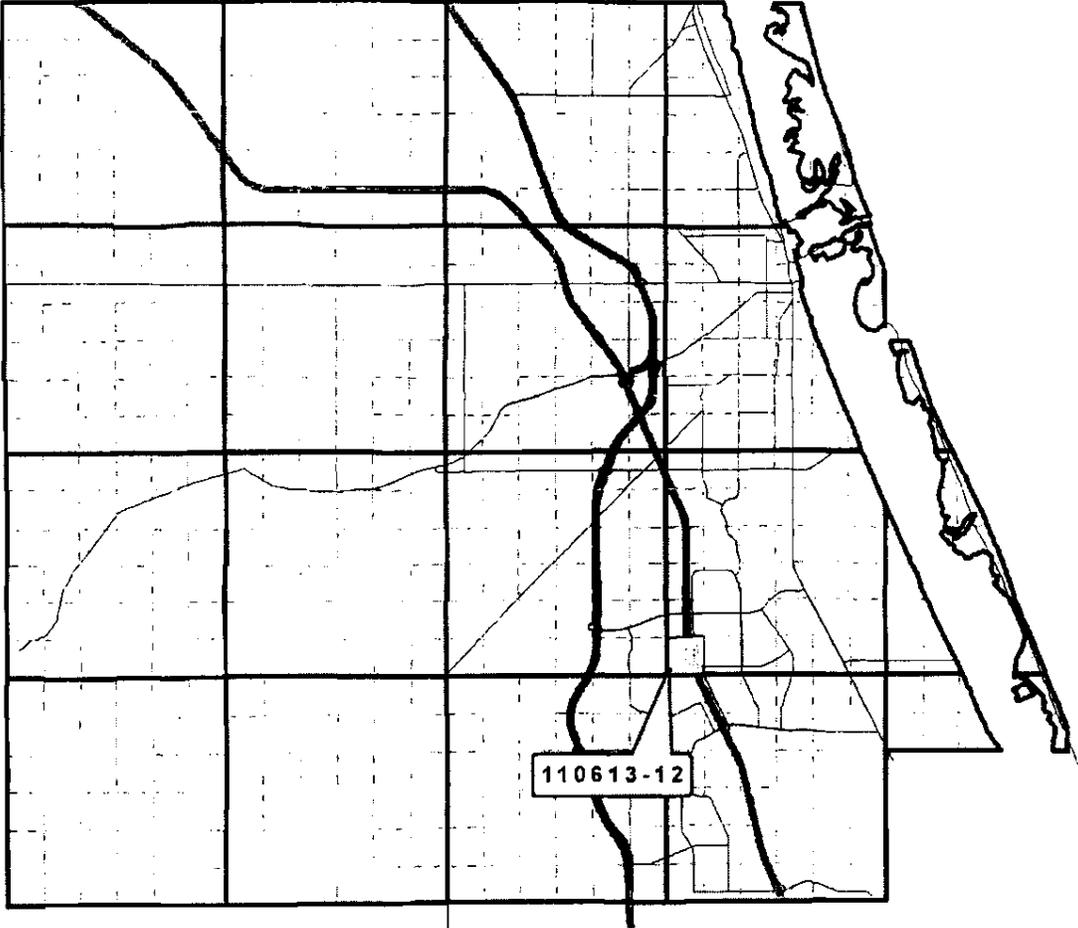
Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

T 34

T 35

T 36

T 37



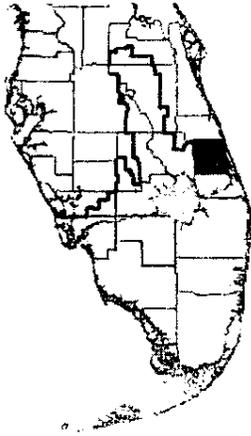
R 37

R 38

R 39

R 40

R 41



ST LUCIE COUNTY, FLORIDA

Application Number: 110613-12

Permit Number: 56-01282-W

Sec 31 / Twp 36 / Rge 40

Project Name: MCCHESENEY WEST

N



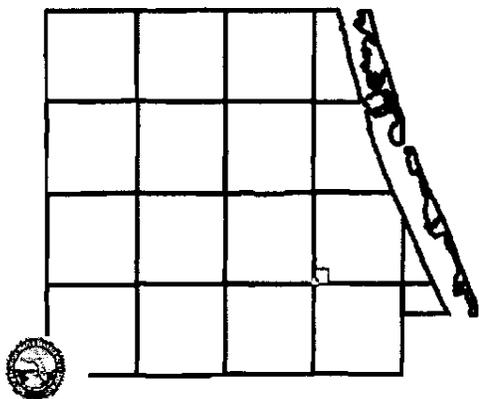
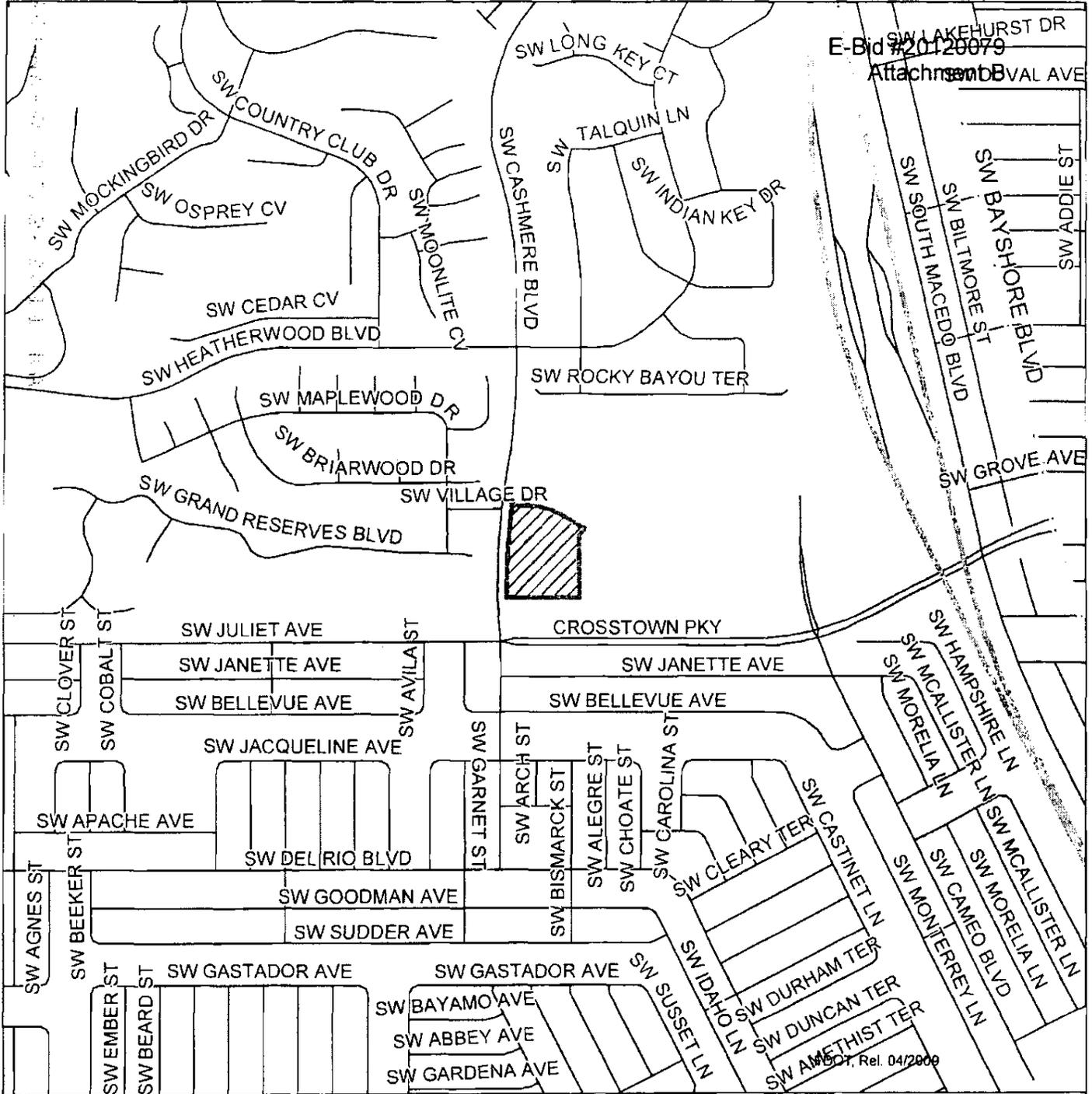
Map Date: 2011-07-19

0 28,000 56,000



Exhibit No: 1

E-Bid #20120079
 Attachment B



ST LUCIE COUNTY, FLORIDA

Legend
 Application

Application Number: 110613-12

Sec 31 / Twp 36 / Rge 40

Project Name: MCCHESENEY WEST

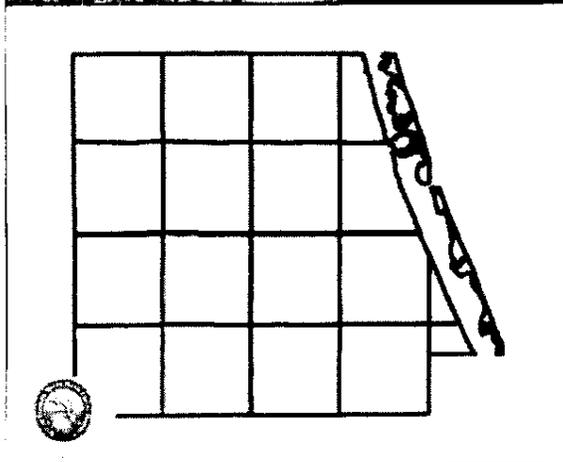
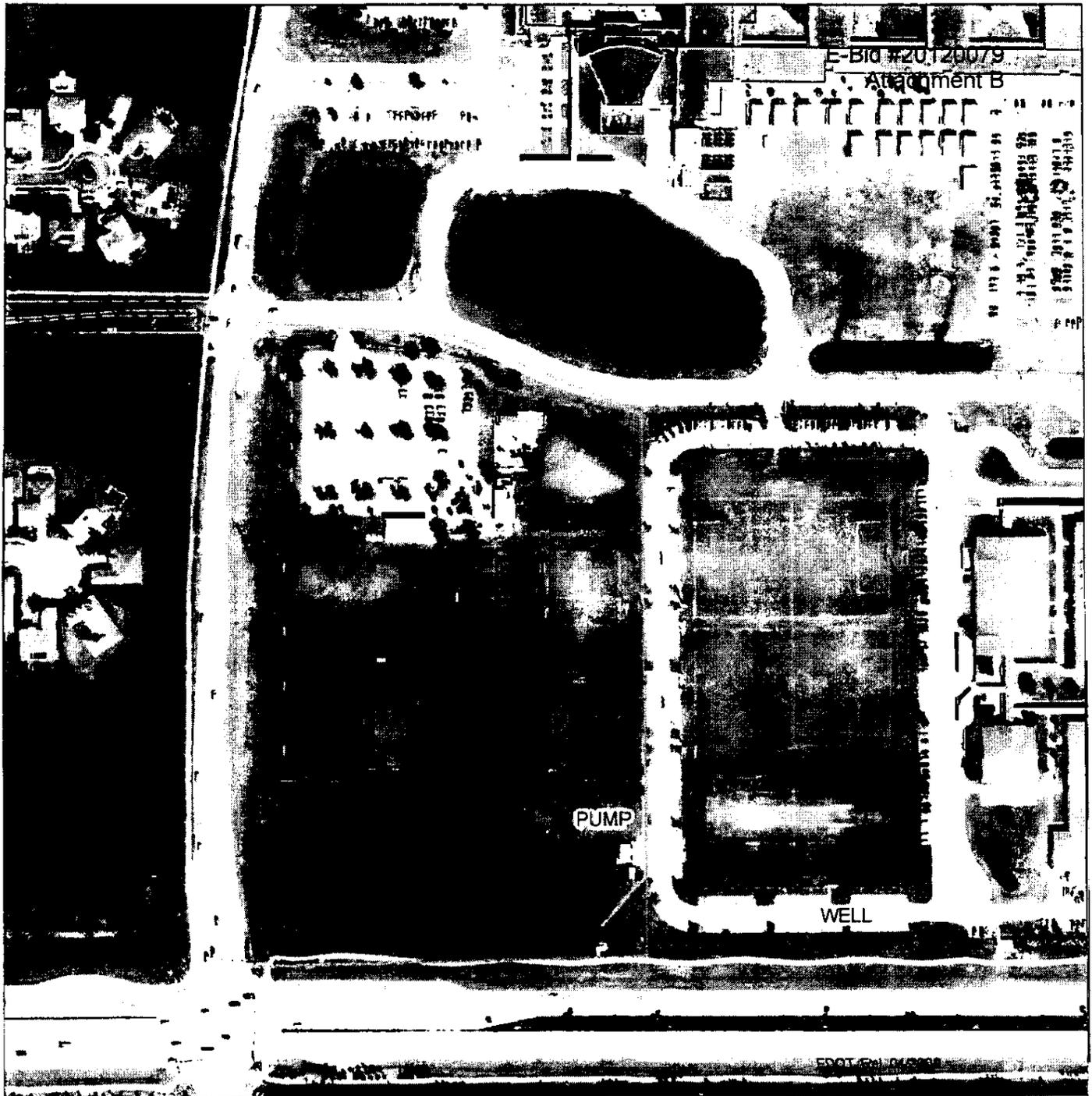
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 Miles



Map Date: 2011-07-19

Permit Number: 56-01282-W

Exhibit No: 2



ST LUCIE COUNTY, FLORIDA

N



Map Date: 2011-07-27

Application Number: 110613-12

Permit Number: 56-01282-W

Sec 31 / Twp 36 / Rge 40

Project Name: MCCHESENEY WEST

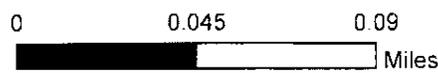


Exhibit No: 3

TABLE - A
Description Of Wells.

E-Bid #20120079
Attachment B

Application Number: 110613-12

Well ID	259864
Name	McChesney West Well 1
Map Designator	McChesney West Well 1
FLUWID Number	
Well Field	
Existing/Proposed	P
Well Diameter(Inches)	8
Total Depth(feet)	150
Cased Depth(feet)	140
Facility Elev. (ft. NGVD)	
Screened Interval	
From	
To	
Pumped Or Flowing	P
Pump Type	submersible
Pump Int. Elev. Feet (NGVD)	
Feet (BLS)	60
Pump Capacity(GPM)	150
Year Drilled	
Planar Location	
Source	
Feet East	857502
Feet North	1076647
Accounting Method	none
Use Status	Primary
Water Use Type	Irrigation Water Replacement
Aquifer	Surficial Aquifer System

Exhibit No: 4

TABLE - B

Description Of Surface Water Pumps

E-Bid #20120079
 Part Attachment B

Application Number: 110613-12

Pump ID	39592
Name	1
Map Designator	1
Facility Group	
Existing/Proposed	P
Pump Type	centrifugal
Diameter(Inches)	6
Pump Capacity(GPM)	200
Pump Horse Power	20
Two Way Pump ?	N
Elevation (ft. NGVD)	10.5
Planar Location	
Source	Migrate
Feet East	857131
Feet North	1076789
Accounting Method	unspecified
Use Status	Production
Water Use Type	Irrigation
Surface Water Body	On-site
	Lake(s)/Pond(s)

Exhibit No: 5

Calculations Of Irrigation RequirementsE-Bid #20120079
Attachment B

APPLICATION NUMBER: 110613-12

RAINFALL STATION: Ft. Pierce

CROP: Turf

IRRIGATION SYSTEM: Sprinkler

SOIL TYPE: 0.8

PARCEL ACREAGE: 7

PARCEL NAME: 22121

LAND USE: Landscape

IRR. MULTIPLIER: 1.3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	2.48	2.77	3.23	3.08	4.29	5.98	5.66	5.82	8.03	6.72	2.95	2.07	53.08
EVAPOTRANSPIRATION	1.80	2.08	3.58	4.94	6.54	7.32	7.74	7.41	6.25	4.82	3.05	2.11	57.64
AVG. EFFECTIVE RAIN	1.12	1.26	1.56	1.62	2.37	3.29	3.21	3.23	3.98	3.16	1.40	0.97	27.17
DROUGHT RAINFALL	0.93	1.05	1.29	1.34	1.97	2.73	2.66	2.68	3.30	2.62	1.16	0.81	22.54
AVERAGE IRRIGATION	0.68	0.82	2.02	3.32	4.17	4.03	4.53	4.18	2.27	1.66	1.65	1.14	30.47
DROUGHT IRRIGATION	0.87	1.03	2.29	3.60	4.57	4.59	5.08	4.73	2.95	2.20	1.89	1.30	35.10

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 35.10 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

35.10 IN X 7 AC X 1.3 X 0.02715 MG/AC-IN = 8.67 MG

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 5.08 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

5.08 IN X 7 AC X 1.3 X 0.02715 MG/AC-IN = 1.26 MG

TOTAL ANNUAL DEMAND: 8.67 MG

TOTAL MAXIMUM MONTHLY DEMAND: 1.26 MG

Application Number: 110613-12
CITY OF PORT SAINT LUCIE
July 27, 2011
Page 8

bc:Adrienne Charbonneau
D. Loving
Permit File
WU Compliance - J. Floyd

ADDRESSES

City Of Port St Lucie
121 S W Port St Lucie Blvd
Port St Luce, FL 34984

Dept of Environmental Protection
Attn: - Port St. Lucie
1801 SE Hillmoor Drive, C 204
Port St. Lucie, FL 34952

Indian River Bd of County Commissioners
Attn: Department of Utility Services
Attn: Steven J. Doyle, Pe
1840 25th Street
Vero Beach, FL 32960

Port St. Lucie Utilities System
Attn: Wes Upham
900 SE Ogden Lane
Port St. Lucie, FL 34983

St Lucie County Health Department
Attn: Attn: Well Construction
5150 NW Milner Drive
Port St. Lucie, FL 34983-3392

E-Bid Documents

- E-Bid Tabulation Report
- Sign In Sheet from the Opening
- E-Bid Reply from:
 - 1.) American Drilling Services, Inc
 - 2.) Natures Keeper, Inc.

Addendum #1
Pre-Bid Meeting
E-Bid #20120079
McChesney Park Irrigation Well
August 13, 2012 at 1:30 pm

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is September 6, 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:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
 - Last date for questions is August 29 2012. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 7 of 48 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: Mike Kendrick from the Parks & Recreation Department.
6. Additional questions from Prospective Bidders.

There were no attendees and the meeting was adjourned.

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 Reply Excel Spreadsheet #20120079
McChesney Park Irrigation Well
Schedule A**

Company Name: _____

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS		\$0.00
2.	8" PVC Irrigation Recharge Well	1	LS		\$0.00
3.	2" Test Well	1	LS		\$0.00
4.	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM	1	LS		\$0.00
5.	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper)	30	FT		\$0.00
6.	Abandonment of 2" Test Well	1	LS		\$0.00
7.	Installation plus material for low voltage float switch to operate submersible pump	1	LS		\$0.00
8.	Control Enclosure	1	EA		\$0.00
9.	Construction & Abandonment Permits	1	EA		\$0.00
10.	Indemnification Fee	1	LS	\$10.00	\$10.00

Total Base Bid Amount (In Numbers): \$10.00

OPTIONAL BID ITEMS

11.	4" PVC Discharge line from Well to Pond/Lake	550	FT		\$0.00
-----	--	-----	----	--	--------

Total Base Bid In Words: _____

NOTES

1. Contractor shall furnish and install bid items 1 through 10 for a complete and operational irrigation recharge well in accordance with the contract documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

Addendum #1
Pre-Bid Meeting
E-Bid #20120079
McChesney Park Irrigation Well
August 13, 2012 at 1:30 pm

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AGENDA

**Pre-Bid Meeting
E-Bid #20120079
McChesney Park Irrigation Well
August 13, 2012 at 1:30 pm**

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There were no attendees and the meeting was adjourned.

Pre-Bid Meeting
E-BID #20120079
McChesney Park Irrigation Well
August 13, 2012 @ 1:30 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - OMB	Rholder@cityofpsl.com	T 772-871-5223
2.	Mike Kendrick	City of PSL - Parks & Rec Turf crew	MKendrick@cityofpsl.com	F 772-871-7337
3.				T
4.				F
5.				T
6.				F
7.				T
8.				F
				T

E-Bid Tabulation Report
E-Bid Reply Excel Spreadsheet #20120079
McChesney Park Irrigation Well
Opened: September 6, 2012 - 3:00 PM

				Non-Responsive			
				American Well Drilling		Natures Keeper	
Description	Quantity	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Mobilization	1	LS	\$1,000.00	\$1,000.00	\$625.00	\$625.00	
2. 8" PVC Irrigation Recharge Well	1	LS	\$12,000.00	\$12,000.00	\$11,250.00	\$11,250.00	
3. 2" Test Well	1	LS	\$1,500.00	\$1,500.00	\$2,437.50	\$2,437.50	
4. Submersible Pump & Motor 7-1/2 HP to generate maximum GPM	1	LS	\$7,500.00	\$7,500.00	\$6,187.50	\$6,187.50	
5. Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper	30	FT	\$100.00	\$3,000.00	\$206.25	\$6,187.50	
6. Abandonment of 2" Test Well	1	LS	\$500.00	\$500.00	\$437.50	\$437.50	
7. Installation plus material for low voltage float switch to operate submersible pump	1	LS	\$1,000.00	\$1,000.00	\$250.00	\$250.00	
8. Control Enclosure	1	EA	\$3,784.00	\$3,784.00	\$13,625.00	\$13,625.00	
9. Construction & Abandonment Permits	1	EA	\$1,000.00	\$1,000.00	\$237.50	\$237.50	
10. Indemnification Fee	1	LS	\$10.00	\$10.00	\$10.00	\$10.00	
Total Base Bid Amount:				\$31,294.00		\$41,247.50	
OPTIONAL BID ITEMS							
11. 4" PVC Discharge line from Well to Pond/Lake	550	FT	\$5.46	\$3,003.00	\$3.79	\$2,084.50	
1. Acknowledge all Bid Addenda				Yes		Yes	
2. Submitted original Bid Bond.				Yes		No - Copy only	
3. Submitted Certificate of Insurance.				Yes		Yes	
4. Submitted Trench Safety, Drug Free & Non-Collusion forms.				Yes		Yes	
5. Submitted Licenses to perform work.				Yes		Yes	
6. Accepts Visa.				Yes		No	
7. Discount using Visa.				0%		N/A	
8. Submitted subcontractor list.				N/A		Yes - 2	
9. Submitted W-9 form.				Yes		Yes	
10. Submitted Questionnaire.				Yes		Yes	
11. Listed Checklist.				Yes		Yes	
12. Number of Calendar days.				45		45	
13. Bidder ever declared bankruptcy.				No		No	
14. Any lawsuits pending or completed in the past 5 years.				1 - completed		None	
15. Judgments from the past 5 years.				1 - in favor of American		None	
16. Any criminal violations.				None		None	
17. Bonding capacity.				\$0		\$15 mil	

E-Bid Opening
E-BID #20120079
McChesney Park Irrigation Well
September 6, 2012 @ 3:00 pm

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

**E-Bid Reply Excel Spreadsheet #20120079
McChesney Park Irrigation Well
Schedule A**

Company Name: American Drilling Services, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS	1,000 ⁰⁰	\$ 1,000.00
2.	8" PVC Irrigation Recharge Well	1	LS	12,000 ⁰⁰	\$ 12,000.00
3.	2" Test Well	1	LS	1,500 ⁰⁰	\$ 1,500.00
4.	Summerset Pump & motor 7-112 HP to generate maximum GPM needed	1	LS	7,500 ⁰⁰	\$ 7,500.00
5.	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper	30	FT	100 ⁰⁰	\$ 3,000.00
6.	Abandonment of 2" Test Well	1	LS	500 ⁰⁰	\$ 500.00
7.	Installation plus material for low voltage float switch to operate submersible pump	1	LS	1,000 ⁰⁰	\$ 1,000.00
8.	Control Enclosure	1	EA	3,784 ⁰⁰	\$ 3,784.00
9.	Construction & Abandonment Permits	1	EA	1,000 ⁰⁰	\$ 1,000.00
10.	Indemnification Fee	1	LS	\$10.00	\$ 10.00

Total Base Bid Amount (In Numbers):

\$ 31,294⁰⁰

OPTIONAL BID ITEMS

11.	4" PVC Discharge line from Well to Pond/Lake	550	FT	\$ 5.46	\$ 3,000 ⁰⁰
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Total Base Bid In Words: Thirty one thousand, two hundred ninety four dollars and 00/100

NOTES

- Contractor shall furnish and install bid items 1 through 10 for a complete and operational irrigation recharge well in accordance with the contract documents.
- The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

CITY OF PORT ST. LUCIE
E-BID # 20120079

PROJECT TITLE: McChesney Park Irrigation Well

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: American Drilling Services, Inc.

Corporate Title: _____

Address: 405 SW 2nd St.
Okeechobee, Fl. 34974

(Zip Code)

By: Frank DeCarlo President
(Print name) (Print title)

Frank DeCarlo
(Authorized Signature)

Telephone: () 863-763-3221

Fax: () 863-467-8485

State License # 2411 (ATTACH COPY)

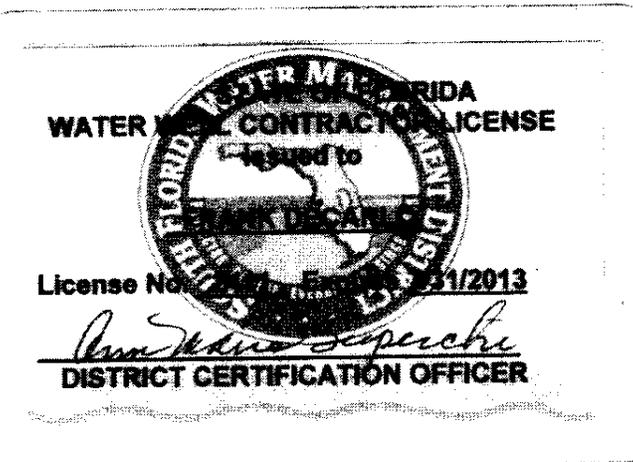
County License # _____ (ATTACH COPY)

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

Type of License: State Lisc. # 2411

Unlimited NO (yes/no)

If "NO", Limited to what trade? Water Well Drilling



E-Bid Reply Sheet #20120079

McChesney Park Irrigation Well

1. **COMPANY NAME:** American Drilling Services, Inc.
 DIVISION OF: N/A
 PHYSICAL ADDRESS: 405 SW 2nd St.
 MAILING ADDRESS: SAME
 CITY, STATE, ZIP CODE: Okeechobee, FL 34974
 TELEPHONE NUMBER: (863-763-3221) FAX NO. (863-467-8485)
 CONTACT PERSON: Sarah or Frank E-MAIL: karson@strato.net

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

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

Frank DeCarlo
President

Vice President

Treasurer

How long in present business: 13 yrs How long at present location: 13 yrs.

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

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

Addendum Number	Date Issued
<u>1</u>	<u>8/13/12</u>

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

McChesney Park Irrigation Well

5. **BID RESPONSE:**

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

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

5.3 E-Bid Reply Sheet Totals from E-Bid Reply Excel Spreadsheet: \$ #31,294⁰⁰.

(These figures must match the E-Bid Reply Excel Spreadsheets and the figures that are to be used on the Demandstar submittal page. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120079 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.)

SCHEDULE A

	Description	Quantity	Units
1	Mobilization	1	LS
2	8" PVC Irrigation Recharge Well	1	LS
3	2" Test Well	1	LS
4	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM needed	1	LS
5	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper recovery)	30	FT
6	Abandonment of 2" Test Well	1	LS
7	Installation plus material for low voltage float switch to operate submersible pump	1	LS
8	Control Enclosure	1	EA
9	Construction & Abandonment Permits	1	EA
10	Indemnification Fee	1	LS

OPTIONAL BID ITEMS

11	4" PVC Discharge line from Well to Pond/Lake	550	FT
----	--	-----	----

McChesney Park Irrigation Well

5.4 Bidder may offer to the City a project completion date of less than forty five (45) calendar days for final completion. All offers less than forty five (45) calendar days for final completion may be a consideration for award.

_____ Calendar days

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

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

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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.

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

9. **CERTIFICATION**

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

Frank DeCarlo Signature 8/27/12 Date

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

Frank DeCarlo Signature President Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE
E-BID #20120079
McChesney Park Irrigation Well

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 27 day of August, 2012.
American Drilling Services, Inc.
Name of Organization / Proposer

Submitted by: Frank DeCarlo - president
Name and Title

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

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

2. If a Corporation answer the following:

When incorporated 1999
In what State Florida
Name of Officers: President Frank DeCarlo
Vice President _____
Secretary Sarah DeCarlo Reno
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:

American Drilling Services, Inc.
Sarah or Frank
405 SW 2nd St. Okeechobee, FL 34974

McChesney Park Irrigation Well

Ph: 863-763-3221 Fax: 863-467-8485
 Email: Karson@strato.net

5. Firm's previous names (if any) N/A What year(s) _____

6. Area of expertise: Water Well Drilling, Water Systems, Water Treatment + Irrigation.

7. How many years has your organization been in business? 13

8. Describe organization profile, including the size, range of activities, licenses, etc.
We are State licensed, as well as County + City.
We have approx. 12 Full time employees.
We specialize in most water related functions.
We are family owned + operated + Fully insured.
 (This is a Word document - insert lines if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	2		
b. Managers	2		
c. Supervisors Senior Staff	2		
d. Other Professional Staff	6		
g. Total number of full time personnel	12		

10. What is the water well construction experience of the principals and supervisory personnel of your organization?
 (Add resumes of person that will be assigned to this project - limit one (1) page per person.)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Frank DeCarlo	owner/operator	30	15	
Kyle Beno	Well Driller	10	15	
Scott Saylor	Pump Installer	10	15	

11. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed. N/A

12. State your firm's commitment to perform in a timely fashion:
We have completed several projects for the D.O.T.
The SFwmb and several municipalities.
Time is always of the essence. We are usually
a very small piece of the big picture. We
always work efficiently.

McChesney Park Irrigation Well

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

14. State your firm's ability to meet budget and schedule:

We bid very carefully and it is always our priority to stick closely to our budget & complete our work on schedule.

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

Building our own pump enclosures rather than ordering Pre-fabricated ones.

16. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). *N/A*

Company	Qualifications	Job Duties on this Project	List three (3) other Projects where Company has performed similar work in Florida
			1. 2. 3.

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

McChesney Park Irrigation Well

17. 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 - insert lines if necessary.)

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

Yes ()

No

If yes, please explain:

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

CASE # 2007 CA 443 Filed + Recorded in Okeechobee County, was settled + dismissed Feb. 2010 (See Attached Ex. A)

(N/A is not an acceptable answer - all must be listed)

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

American Drilling Services, Inc. received a Settlement in the amount of \$150,000.00 from Okeechobee County. (See Attached Ex. A)

(N/A is not an acceptable answer - all must be listed)

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

NONE

(N/A is not an acceptable answer - all must be listed)

22. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

23. 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. \$ _____.

McChesney Park Irrigation Well

- 24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)
- 25. Firm's experience with four (4) water irrigation well construction projects in the State of Florida. 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.

Project #1:

Name of Individual & Company:

American Drilling Services, UInc. - Scott Saylor, and Kyle Reno

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project: Canco General Contractors email: GGammill@canco.com
Greg Gammill Phone: 813-763-0919
2502 Frontage Park Place FAX: 813-750-1223
Plant City, FL 33563

Overall description of project and depth of the well: Trademark Metal Recycling:
Drilled 4" PVC well and a 6" PVC well, installed pumps + systems for both wells.

Description of work performed by the Company: Wells, Water System, Irrigation + Landscaping.

Description of the work performed by the individual: Kyle drilled wells, Scott installed the systems.

Was the firm a subcontractor on this project? American Drilling was a Sub

What was the project total dollar amount? \$134,000

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? Yes

What was the project completion date? Will be complete 8/31/12

Project #2:

Name of Individual & Company:

American Drilling Services, UInc. - Scott Saylor + Kyle Reno

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project: St. Lucie County email: Osullivan@stlucieco.gov
Tracy O'Sullivan Ph: 772-216-0168
2300 Virginia Ave.
H. Pierce, Fl. 34982

McChesney Park Irrigation Well

Overall description of project and depth of the well:

Harbor Point PARK

Description of work performed by the Company: Drilled a 2" Test Well and a 6" Pvc Supply well. Abandoned test well after Sampling - installed a Sub. pump in the 6" well.

Description of the work performed by the individual: Kyle Reno - drilled & Abandoned & took samples. Scott Saylor completed the pump & tank install

Was the firm a subcontractor on this project? American Drilling was hired by the County.

What was the project total dollar amount? \$18,000.00

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? Yes

What was the project completion date? 8/26/2011

Project #3:

Name of Individual & Company:

American Drilling Services, Inc. - Frank DeCarlo & Kyle Reno

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project: Florida Dept. of Transportation
Bernie Rodriguez Ph: 407-264-3345
605 Suwannee St. MS42 email: bernie.rodriguez@
Tallahassee, FL 32399 dot.state.fl.us

Overall description of project and depth of the well:

Abandon the existing well & drill a new one at the Turnpike

Description of work performed by the Company: Abandoned the old well & Replaced it with a new one, Provided temp. water supply.

Description of the work performed by the individual: Kyle Reno - Abandoned & Drilled
Frank DeCarlo - provided water

Was the firm a subcontractor on this project? American Drilling was hired by F.D.O.T.

What was the project total dollar amount? \$ 25,000.00

List all change orders and dollar amounts: \$2,300.00

Was the project completed on time and within budget? Yes

What was the project completion date? 9/21/2011

Project #4:

McChesney Park Irrigation Well

Name of Individual & Company:

American Drilling Services, Inc. - Kyle Reno + Scott Saylor

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

McKenna Contracting, LLC.
Frank Johnson/Matt DeLuca Ph: 239-253-9808
3390 Travis Pointe Rd. email: mdeluca@mckennacontracting.com
Ann Arbor, MI 48108

Overall description of project and depth of the well:

Installed Pump Stations, Temp. PWS. for Office and
Drilled wells for Pump Stations, office trailers + dewatering

Description of work performed by the Company: All of the Above

Description of the work performed by the individual: Kyle Reno - Drilled Wells,
Scott Saylor + Kyle Reno
installed systems.

Was the firm a subcontractor on this project? American Drilling was a Sub.

What was the project total dollar amount? \$94,000.00

List all change orders and dollar amounts: _____

Was the project completed on time and within budget? Yes

What was the project completion date? 4/29/2012

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Ex. A

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

v.

Case No.: 2007 CA 443

AMERICAN DRILLING SERVICES, INC.,

Defendant/Cross-Claimant,

v.

OKEECHOBEE COUNTY, FLORIDA.

Cross-Defendant.

FILED FOR RECORD
OKEECHOBEE COUNTY, FL.
2010 FEB 25 PM 2:28
SHARON ROBERTSON
CLERK OF CIRCUIT COURT

AGREED CONSENT FINAL JUDGMENT

The Court having been made aware of the agreement of the parties as to the following terms and agreement for entry of order adopting same and otherwise being duly advised in the premises, it is hereupon,

ORDERED AND ADJUDGED:

1. that Plaintiff, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, shall ~~forthwith~~ dismiss its complaint against Defendant/Cross-Claimant, AMERICAN DRILLING SERVICES, INC., with prejudice, each party to bear their own court cost and attorney's fees; *Dismissal filed within 14 days to be*
2. that the Cross-Defendant, OKEECHOBEE COUNTY, FLORIDA, shall ~~forthwith~~ pay to Defendant/Cross-Claimant, AMERICAN DRILLING SERVICES, INC., the sum of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00); *Dismissal & Payment within 14 days to be*

FILE # 2010002463 DR BK 00683 PG 0912 DATE: 02/26/2010 03:25:36 PM
SHARON ROBERTSON, CLERK OF CIRCUIT COURT OKEECHOBEE COUNTY, FL
RECORDING FEES 0.00 RECORDED BY R Parrish Pss 0912 - 913f (2pgs)

3. that the Cross-Claimant, AMERICAN DRILLING SERVICES, INC., and Cross-Defendant, OKEECHOBEE COUNTY, FLORIDA, shall dismiss their respective claims with prejudice and that each party shall pay their own attorney's fees and court costs incurred herein;

Dismissal filed within 14 days.

4. that AMERICAN DRILLING SERVICES, INC. shall within 90 days of this Order, take all measures and obtain all necessary permits and perform all labor and materials necessary, at its own expense, to abandon, close out, and seal the four (4) monitoring wells that it placed at the site of the class V injection well, and hold Okeechobee County harmless from any obligation, liability, expense, enforcement action, or other claim by any person or entity that may arise out of the placement of the four monitoring wells.

5. that the Court shall reserve jurisdiction over the parties hereto and the subject matter herein for purposes of enforcement of this Agreed Order, *for a period of 90 days.*

DONE AND ORDERED in Chambers, at *St. Louis* Okeechobee County, Florida this _____ day of *2-19*, 2010.

[Signature]
Honorable Larry Schack
Circuit Judge

Copies furnished to:

✓ Kirk S. White, Attorney for Plaintiff
3900 Commonwealth Blvd., MS 35
Tallahassee, FL 32399-3000

AJ 2/25/10
✓ Barry G. Roderman, Attorney for American Drilling Services, Inc.
500 West Cypress Creek Road, Suite 550
Fort Lauderdale, FL 33309

✓ John R. Cook P.A. Special Counsel to Okeechobee County
P.O. Box 515
Okeechobee, FL 34973

AN OPEN LETTER TO ALL EMPLOYEES

We have recognized that drug and alcohol abuse is an on the job problem as well as a social problem. We believe the abuse of alcohol and the use of illegal drugs endangers the health and safety of the abusers and of the others around them. SouthEast Personnel Leasing, Inc. has committed to creating and maintaining a Post Accidental and Reasonable Suspicion Program without jeopardizing the job security of valued but troubled employees, provided they are prepared to help us help them. Our Post Accident and Reasonable Suspicion Policy now formally states that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body. This prohibition includes possession, use or sale of illegal drugs and the abuse of alcohol. Company sponsored activities or other social events that we attend during which alcoholic beverages are served are not considered alcohol abuse just because alcohol was served.

To ensure that SouthEast Personnel Leasing, Inc. is in compliance with their Post Accident and Reasonable Suspicion Policy, a program of Drug Testing Will Begin June 1, 2006. Let it be clearly understood that it is a condition of employment for everyone that they avoid the use, possession, sale and/or any association whatsoever with illegal drugs and/or abuse of alcohol. Employees who are found on the job to be under the influence of illegal drugs or alcohol or who violate this policy in other ways will be terminated.

It is very important that all of us work together to deal with substance abuse so that our company is a safer place to work.

Sincerely,

SouthEast Personnel Leasing, Inc.

**John A. Porreca
President**

905 East MLK, Jr. Drive
Suite 110
Tarpon Springs, Fl. 34689

727-938-5562
800-966-5562
Fax: 727-937-7611

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

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Print or type
See Specific Instructions on page 2.

Business name/disregarded entity name, if different from above
American Drilling Services, Inc.

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Exempt payee

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

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
405 SW 2nd St.

City, state, and ZIP code
Okemuchokee, FL 32974

Requester's name and address (optional)

Let account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-			-		
--	--	--	---	--	--	---	--	--

Employer identification number

65	-	09	65	301
----	---	----	----	-----

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:

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

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

Sign Here Signature of U.S. person ▶ *Frank De Carlo* Date ▶ *8/27/12*

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

McChesney Park Irrigation Well

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: McChesney Park Irrigation Well

Project Location: Port St. Lucie, Florida

Project Number 20120079

Project Location: 1585 S.W. Cashmere Blvd., Port St. Lucie, Florida - See Aerial (Attachment A)

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

\$0.00 Dollars (Written) 0 (Figures)

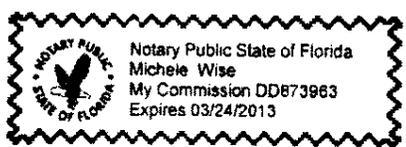
3. The amount listed above has been included within the Base Bid.

Certified: American Drilling Services, Inc
(Company-Contractor)

By: Frank DeCarlo
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Keeshobee County, Florida on the 29 day of 2012 2012.

Michele Wise
NOTARY PUBLIC



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120079

State of Florida }

County of Okeechobee }

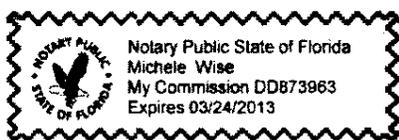
Frank DeCarlo, being first duly sworn, disposes and says that:
(Name/s)

1. They are president of American Drilling Services, Inc. the Bidder that
(Title) (Name of Company)
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) Frank DeCarlo
(Title) president

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

The foregoing instrument was acknowledged before me this 29th day of August 2012
by: Frank DeCarlo who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.



Michele Wise Michele Wise
Notary (print & sign name)
Commission No. DD82391e3

E-Bid #20120079

CERTIFICATE OF LIABILITY INSURANCE							Date 8/30/2012	
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
				Insurer E:				
Coverages								
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been receded by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	\$	
						Aggregate	\$	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71849	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER	
						E.L. Each Accident	\$1,000,000	
						E.L. Disease - Ea Employee	\$1,000,000	
						E.L. Disease - Policy Limits	\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). A.M.B # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:							Client ID: 06-65-911	
Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company": American Drilling Services Inc Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in Florida. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: MC CHESNEY PARK IRRIGATION WELL CONTRACT # 20120079 FAX: 863-467-8485 & 772-871-7337 / ISSUE 06-30-12 (MG)								
CERTIFICATE HOLDER							CANCELLATION	
CITY OF PORT ST. LUCIE ATTN: ROHYN HOLDER 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984							Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MK

DATE (MM/DD/YYYY)

08/29/12

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).

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Rita Massey-Myer	772-286-4334	CONTACT NAME:	
	772-286-9389	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	AMERD-1
		INSURER(S) AFFORDING COVERAGE	
INSURED American Drilling Services, Inc. Frank Decario 405 SW 2 Street Okeechobee, FL 34974	INSURER A: Southern Owners		NAIC # 10190
	INSURER B: Auto Owners Insurance Co		18988
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	72587742	04/02/12	04/08/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	Contr Liability \$0 DED					PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		4758774200	04/08/12	04/08/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	\$				
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		4839801300	04/08/12	04/08/13	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DEDUCTIBLE RETENTION \$ 10000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 - DRILLING-WATER * Additional Insured: City of Port St Lucie, a political subdivision of the State of Florida, its officers, employees or agents.
 CONTRACT: 20120079 for McChesney Park Irrigation Well

CERTIFICATE HOLDER	CANCELLATION
CITYP-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Port Saint Lucie Robyn Holder 121 SW Port Saint Lucie Blvd Port Saint Lucie, FL 34984	AUTHORIZED REPRESENTATIVE

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THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



Seacoast
NATIONAL BANK

BR#: 55 TLR: KP -259

No. 857295

63-515
670

DATE September 05, 2012

P.O. BOX 9012 • 815 COLORADO AVE., STUART, FL. 34995-9012
Remitter: AMERICAN DRILLING

**ONE THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND SEVENTY CENTS

PAY TO THE ORDER OF *CITY OF FORT ST. LUCIE*

\$*****1,714.70*



CASHIER'S CHECK

AUTHORIZED SIGNATURE

⑈857295⑈ ⑆067005158⑆

6001486⑈

CHECKLIST
E-Bid #20120079
McChesney Park Irrigation Well

Name of Bidder: American Drilling Services, Inc.

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

- E-Bid Reply Sheet #20120079 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet & E-Bid Reply Excel Spreadsheet - Alternate #1 forms uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days 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 E-Bid Reply Sheet #20120079.
- 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 to do work in the City of Port St. Lucie uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder, Trench Safety form and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors. (Use the Questionnaire for providing all sub-contractors).
- Copy of the Checklist uploaded to Demandstar.

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

**E-Bid Reply Excel Spreadsheet #20120079
McChesney Park Irrigation Well
Schedule A**

Company Name: _____ Natures Keeper Inc _____

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS	\$625.00	\$625.00
2.	8" PVC Irrigation Recharge Well	1	LS	\$11,250.00	\$11,250.00
3.	2" Test Well	1	LS	\$2,437.50	\$2,437.50
4.	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM	1	LS	\$6,187.50	\$6,187.50
5.	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper	30	FT	\$206.25	\$6,187.50
6.	Abandonment of 2" Test Well	1	LS	\$437.50	\$437.50
7.	Installation plus material for low voltage float switch to operate submersible pump	1	LS	\$250.00	\$250.00
8.	Control Enclosure	1	EA	\$13,625.00	\$13,625.00
9.	Construction & Abandonment Permits	1	EA	\$237.50	\$237.50
10.	Indemnification Fee	1	LS	\$10.00	\$10.00

Total Base Bid Amount (In Numbers): \$41,247.50

OPTIONAL BID ITEMS

11.	4" PVC Discharge line from Well to Pond/Lake	550	FT	\$3.79	\$2,084.50
-----	--	-----	----	--------	------------

Total Base Bid In Words: _____ Forty One Thousand Two Hundred Fourty Seven Dollars and Fifty Cents _____

NOTES

- Contractor shall furnish and install bid items 1 through 10 for a complete and operational irrigation recharge well in accordance with the contract documents.
- The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

E-Bid Reply Sheet #20120079

McChesney Park Irrigation Well

1. **COMPANY NAME:** _____ Natures Keeper Inc _____
 DIVISION OF: _____ Landscape & Irrigation _____
 PHYSICAL ADDRESS: _____ 3795 Sneed Rd. Ft. Pierce Fl 34945 _____
 MAILING ADDRESS: _____ 3795 Sneed Rd. Ft. Pierce Fl 34945 _____
 CITY, STATE, ZIP CODE: _____ Ft Pierce Fl 34945 _____
 TELEPHONE NUMBER: (772)467-1230 _____ FAX NO. (772)467-8923 _____
 CONTACT PERSON: ___ David Rowlands _____ E-MAIL: David@natures-keeper.com

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

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

Roberta West: _____
 President
 Stewart Feketa _____
 Vice President
 Krysten Bieger _____
 Treasurer

How long in present business: _____ 25 years ___ how long at present location: _____ 13 years ___

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

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

Addendum Number	Date Issued
#1	8/13/2012

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

McChesney Park Irrigation Well

5. **BID RESPONSE:**

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

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

5.3 E-Bid Reply Sheet Totals from E-Bid Reply Excel Spreadsheet: \$ 41,247.50

(These figures must match the E-Bid Reply Excel Spreadsheets and the figures that are to be used on the Demandstar submittal page. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120079 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.)

SCHEDULE A

	Description	Quantity	Units
1	Mobilization	1	LS
2	8" PVC Irrigation Recharge Well	1	LS
3	2" Test Well	1	LS
4	Submersible Pump & Motor 7-1/2 HP to generate maximum GPM needed	1	LS
5	Stainless Steel Screen (size of opening to be determined by Contractor to ensure proper recovery)	30	FT
6	Abandonment of 2" Test Well	1	LS
7	Installation plus material for low voltage float switch to operate submersible pump	1	LS
8	Control Enclosure	1	EA
9	Construction & Abandonment Permits	1	EA
10	Indemnification Fee	1	LS

OPTIONAL BID ITEMS

11	4" PVC Discharge line from Well to Pond/Lake	550	FT
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McChesney Park Irrigation Well

5.4 Bidder may offer to the City a project completion date of less than forty five (45) calendar days for final completion. All offers less than forty five (45) calendar days for final completion may be a consideration for award.

_____ 45 _____ Calendar days

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

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

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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.

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

9. **CERTIFICATION**

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

David Rowlands _____ 8-30-12 _____
Signature Date

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

David Rowlands _____ 8-30-12 _____
Signature Title

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

Balance of page left intentionally blank

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 Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Bid No.20120079, McChesney Park Irrigation Well, located at 1585 SW Cashmere Blvd., Port St Lucie, FL

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

Signed and sealed this 6th day of September 2012

(Witness)

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

(Title) Robert West - Pres.

(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

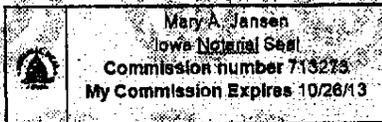


UNITED FIRE & CASUALTY COMPANY

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 6th day of September, 2012.

David A. Jansen
Secretary

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Nature's Keeper Inc.

Business name/disregarded entity name, if different from above

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

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

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3795 Sneed Road

City, state, and ZIP code
Fort Pierce, FL 34945

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

Part I Taxpayer Identification Number (TIN)

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

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

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:

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

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

Sign Here Signature of U.S. person ▶ *Roseetta West* Date ▶ *8-30-12*

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



NATUR-3 OP ID: WG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/12

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).

PRODUCER HARBOR INSURANCE 6645 S US Highway 1 Port St Lucie, FL 34952-1428 Harbor Insurance	772-461-6040 772-460-2315	CONTACT NAME: Carolyn Lombardi EXT#6408 PHONE (A/C, No, Ext): 772-461-6040 FAX (A/C, No): 772-460-2315 E-MAIL ADDRESS: Carolyn.Lombardi@harboria.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Nature's Keeper, Inc. 3795 Sneed Road Fort Pierce, FL 34945-4716	INSURER A: American Fire & Casualty Co. NAIC # 24066	
	INSURER B: West American Insurance Co. 44393	
	INSURER C: The Ohio Casualty Ins Co 24074	
	INSURER D: Zenith Insurance Company	
	INSURER E: Commerce & Industry Ins Co	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BLA53614414	04/26/12	04/26/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Liability						PERSONAL & ADV INJURY \$ 1,000,000
A	Contractua CG0001			(E) FPL004743660 POLL LIA	07/19/12	07/19/13	GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							Poll Liab \$ 1ML/500,000
B	AUTOMOBILE LIABILITY	X	X	BAO53614414	04/26/12	04/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB	X	X	USO53614414	04/26/12	04/26/13	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Z069064806	04/26/12	04/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 \$1,101,721.00	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 CG8416 (12/03), but only if required by written contract or agreement.

CERTIFICATE HOLDER PORTS-9 City of Port St Lucie Office of Management & Budget 121 SW Port St Lucie Blvd Port St Lucie, FL 34984	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

NOTEPAD:HOLDER CODE PORTS-9
INSURED'S NAME Nature's Keeper, Inc.NATUR-3
OP ID: WGPAGE 2
DATE 08/31/12

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. *30 Days notice of cancellation, except 10 days for non-payment.

Project: Contract #20120079/McChesney Park Irrigation Well

**CONTRACTOR'S QUESTIONNAIRE
E-BID #20120079
McChesney Park Irrigation Well**

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 30th day of August, 2012.

Natures Keeper Inc.
Name of Organization / Proposer

Submitted by: David Rowlands / Estimator
Name and Title

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

1. Type of Organization: (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, Krysten Bieger, David Rowlands
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
(772)467-1230 Office (772)467-8923 Fax
David Rowlands /David@Natures-Keeper.com Stewart Feketa Stewart@Natures-Keeper.com
Krysten Bieger Krysten@Natures-Keeper.com Roberta West Roberta@Natures-Keeper.com

5. Firm's previous names (if any) N/A What year(s) _____

6. Area of expertise: Landscape/ Irrigation / Sodding / Commercial Mowing / Erosion Control

7. How many years has your organization been in business? 25

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

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.

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

10. What is the water well construction experience of the principals and supervisory personnel of your organization? Wooster Well Drilling

(Add resumes of person that will be assigned to this project – **limit one (1) page per person.**)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
L. Alvin Wooster	Owner	50+	10	Advisor
Stephen Wooster	Supervision	30+	100	Well Drilling and Pump Installation

McChesney Park Irrigation Well

11. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.
12. State your firm's commitment to perform in a timely fashion:
Natures Keeper's Commitment to perform in a timely fashion through close coordination with City personnel to ensure that all criteria is met.

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

14. State your firm's ability to meet budget and schedule:
Natures Keeper Strives to produce the best product possible at the current market price, we make sure through close supervision and management that all deadlines are met, if not accelerated to finish ahead of schedule.

15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:
N/A

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

Company	Qualifications	Job Duties on this Project	List three (3) other Projects where Company has performed similar work in Florida
Wooster Well Drilling	Licensed Well Drilling Contractor in the state of Florida	To perform all aspects of the work required to install Irrigation well	1 Whispering Pines Park . 2.Sandhill Crane Park 3.Becker Rd. Recharge Well
Joes Electric	Licensed Electrician	Connect Power	1.Patio Circle 2. Cane Slough 3. Mary Terrace

McChesney Park Irrigation Well

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

17. 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 - insert lines if necessary.)

18. Has the Bidder 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:

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

None

(N/A is not an acceptable answer - all must be listed)

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

None

(N/A is not an acceptable answer - all must be listed)

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

None

(N/A is not an acceptable answer - all must be listed)

22. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes (x) No ()

If "Yes" was checked, include a copy of certificate with proposal.

23. 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

McChesney Park Irrigation Well

Sand Hill Crane Park, 95 ft., 8" Irrigation Well and 15 H.P. Submersible Pump

Description of work performed by the Company: Drilled test well, 8" Irrigation Well, and installed Submersible Pump

Description of the work performed by the individual: Supervised drilling of test well an install of Submersible pump

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$20,555.00

List all change orders and dollar amounts: 0

Was the project completed on time and within budget? Yes

What was the project completion date? 9/16/2012

Project #3:

Name of Individual & Company:

 Wooster Well Drilling

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

 Treasure Coast Irrigation, Droman@tcirrigation.com, 772-260-5821, Danny Roman

Overall description of project and depth of the well:

City of PSL, Quick Rd & Becker Rd. 145 ft 6" lake Recharge well and Installed Submersible Pump

Description of work performed by the Company: Drilled test well, Lake recharge well, and Installation of Submersible Pump

Description of the work performed by the individual: Supervised drilling of test well, lake recharge well and installation of submersible pump.

Was the firm a subcontractor on this project? Yes

What was the project total dollar amount? \$16,409.00

List all change orders and dollar amounts: 0

Was the project completed on time and within budget? Yes

What was the project completion date? 2/18/2011

McChesney Park Irrigation Well

Project #4:

Name of Individual & Company:

Wooster Well Drilling

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

Treasure Coats Irrigation, droman@tcirrigation.com 772-260-5821, Danny Roman

Overall description of project and depth of the well:

City of Port St Lucie, Becker Rd & I-95, 138 ft., 8" Lake Recharge Well

Description of work performed by the Company: Drilled test well and 8" Lake Recharge Well

Description of the work performed by the individual: Supervised drilling of the test well and 8" Lake Recharge Well

Was the firm a subcontractor on this project? Yes

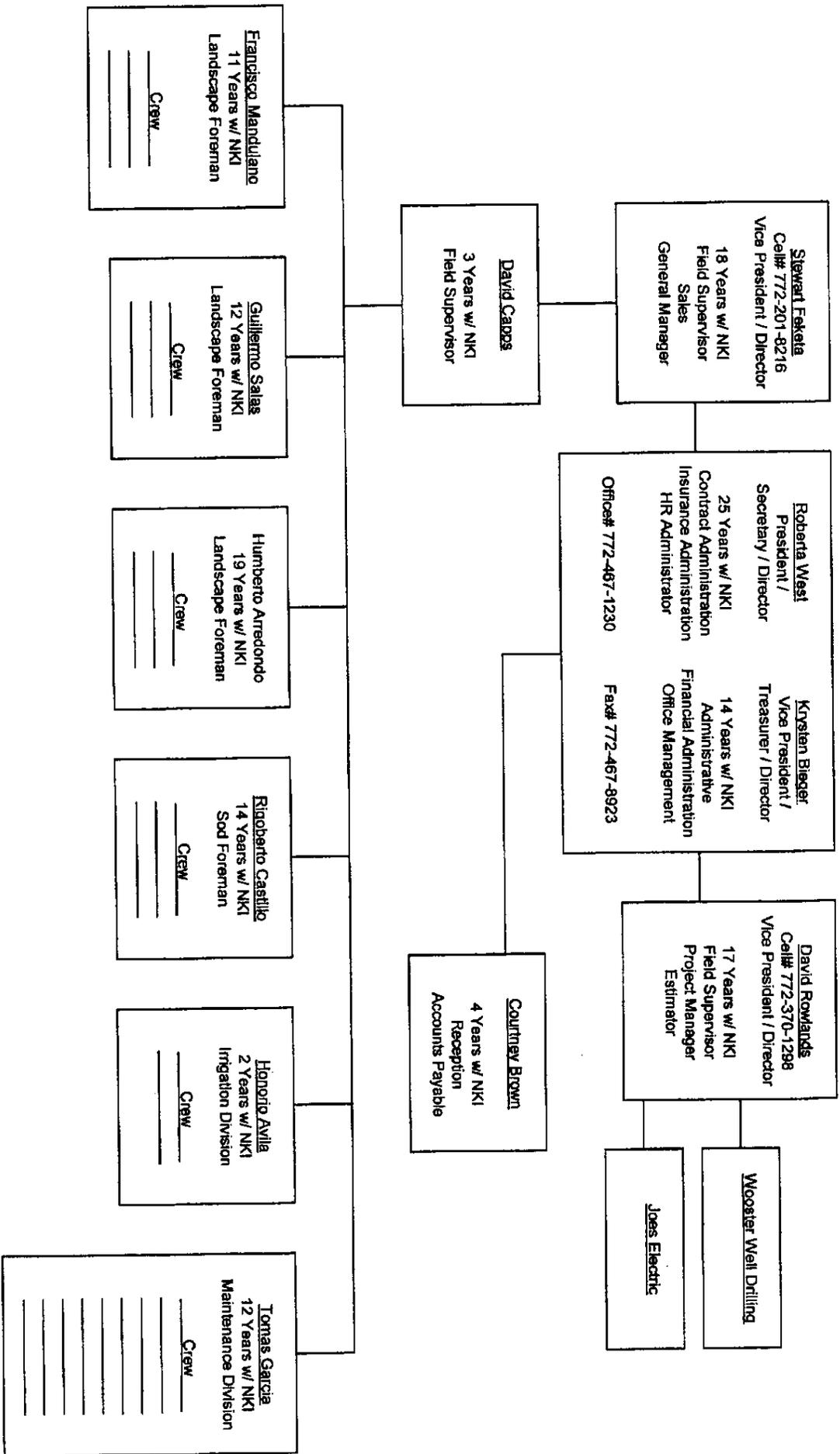
What was the project total dollar amount? \$18,390.00

List all change orders and dollar amounts: 0

Was the project completed on time and within budget? Yes

What was the project completion date? 3/30/2011

Balance of page left intentionally blank



Stewart Fakela
Cell# 772-201-8216
Vice President / Director
18 Years w/ NKI
Field Supervisor
Sales
General Manager

David Caldwell
3 Years w/ NKI
Field Supervisor

Roberta West
President /
Secretary / Director
25 Years w/ NKI
Contract Administration
Insurance Administration
HR Administrator
Office# 772-467-1230

Krysten Bieder
Vice President /
Treasurer / Director
14 Years w/ NKI
Administrative
Financial Administration
Office Management
Fax# 772-467-8923

David Rowlands
Cell# 772-370-1298
Vice President / Director
17 Years w/ NKI
Field Supervisor
Project Manager
Estimator

Courtney Brown
4 Years w/ NKI
Reception
Accounts Payable

Woolster Well Drilling

Joel Electric

Francisco Mandujano
11 Years w/ NKI
Landscape Foreman
Crew

Guillermo Salas
12 Years w/ NKI
Landscape Foreman
Crew

Humberto Arredondo
19 Years w/ NKI
Landscape Foreman
Crew

Ricoberto Castillo
14 Years w/ NKI
Sod Foreman
Crew

Lionorio Avila
2 Years w/ NKI
Irrigation Division
Crew

Tomas Garcia
12 Years w/ NKI
Maintenance Division
Crew

Resume

Stephen A Wooster
16297 82nd Road North
Loxahatchee, FL 33412
Cell 561-818-0229
E mail woosterwelldrill@bellsouth.net

Well Drilling and Pump Supervisor for Wooster Well Drilling
8936 112th Terrace North
Palm Beach Gardens, FL 33412
Phone 561-775-9855

Qualifications:

- Licensed well drilling contractor with state of Florida
- Completes required continuing education classes every 2 years
- Worked for Wooster Well Drilling since its beginning in Florida in 1975
- Began position as supervisor in 1986
- Completed OSHA 10-Hour Construction Health and Safety

Wooster Well Drilling has maintained a Palm Beach County and County Wide Occupational License (Now Local Business Tax Receipt) since 1975.

Wooster Well Drilling is a member of Florida Ground Water Association.

Resume

L. Alvin Wooster
8936 112th Terrace North
Palm Beach Gardens, FL 33412
Cell 561-818-1037
E mail woosterwelldrill@bellsouth.net

Licensed Well Drilling Contractor in Indiana and Michigan 1963 – 1973
Attended Indiana Vocational School well drilling classes
Attended various manufacture's pump schools
Licensed Well Drilling Contractor with State of Florida since 1975
Started Wooster Well Drilling in 1975
Maintained a Palm Beach County and County Wide Occupation License (Now Local
Local Tax Receipt) since 1975
Employed by South Florida Water Management District as well drilling supervisor
from 1979 to 1986
Attended Baroid Mud School in Houston, Texas
Completes required continuing education classes every 2 years
Maintains Wooster Well Drilling membership in Florida Ground Water Association

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120079

State of Florida }

County of St. Lucie }

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

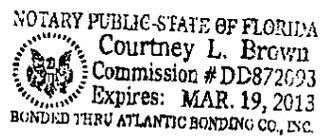
1. They are vice president of Natures Keeper Inc the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal 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) David Rowlands
(Title) vice president

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

The foregoing instrument was acknowledged before me this 8/30/2012
(Date)

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



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

CITY OF PORT ST. LUCIE
E-BID # 20120079

PROJECT TITLE: McChesney Park Irrigation Well

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Natures Keeper Inc

Corporate Title: _____

Address: 3795 Sneed Rd.
Ft. Pierce FL 34945
(Zip Code)

By: David Rowlands Vice President
(Print name) (Print title)

David Rowlands
(Authorized Signature)

Telephone: (772) 467-1230

Fax: (772) 467-8923

State License # - (ATTACH COPY)

County License # 26608 (ATTACH COPY)

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

Type of License: Irrigation Sprinkler

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

McChesney Park Irrigation Well

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: McChesney Park Irrigation Well

Project Location: Port St. Lucie, Florida

Project Number 20120079

Project Location: 1585 S.W. Cashmere Blvd., Port St. Lucie, Florida - See Aerial (Attachment A)

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

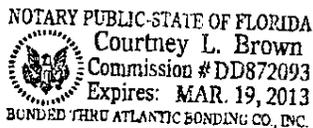
_____ Dollars (Written) (Figures)

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

Certified: Natures Keeper Inc
(Company-Contractor)

By: Robert West
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 30 day of AUG., 2012.



Courtney L. Brown
NOTARY PUBLIC

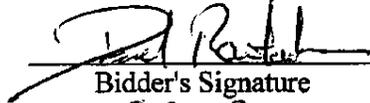
DRUG-FREE WORKPLACE FORM

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

Natures Keepers 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
8-30-12
Date

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://airs.stcfl.vetrol.com/AIRSweb.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

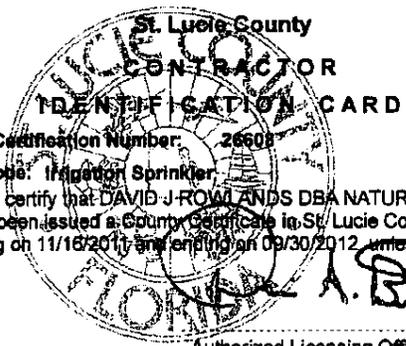
This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's 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.

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

Authorized Licensing Official

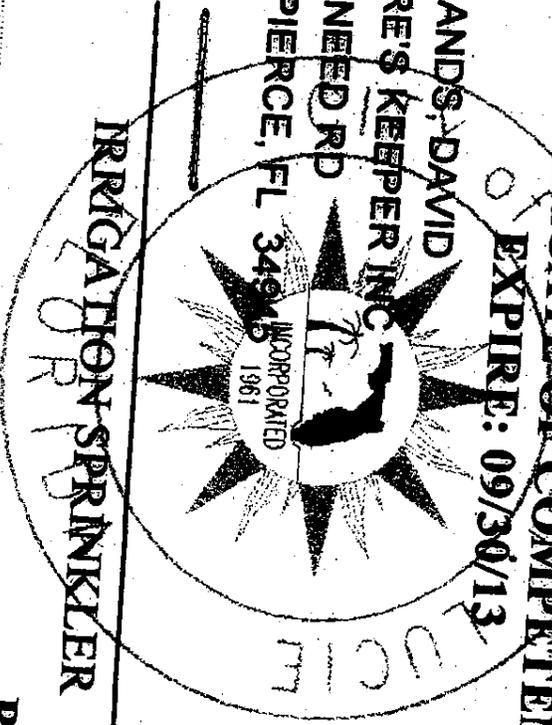
CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY

111657

EXPIRE: 09/30/13

ROWLANDS, DAVID
NATURE'S KEEPER INC
3795 SNEED RD
FORT PIERCE, FL 34945

SIGNATURE



IRRIGATION SPRINKLER

FL#:

PSL13-11936

STATE OF FLORIDA
 WATER WELL CONTRACTOR LICENSE
 Issued to

ALVIN WOOSTER

License No: 1759 Expires 7/31/2013

Anne M. Gannon
 DISTRICT CERTIFICATION OFFICER



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbc.com Tel: (561) 355-2272

****LOCATED AT****

8936 112TH TER N
 WEST PALM BEACH, FL 33412-1323

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0139 CW WATER WELL CONTRACTOR	WOOSTER LESTER ALVIN	1759	B12.505575 - 07/31/12	\$186.86	B40013737

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA
 PALM BEACH COUNTY
 2012/2013 LOCAL BUSINESS TAX RECEIPT

B2 - 102

WOOSTER WELL DRILLING
 WOOSTER WELL DRILLING
 8936 112TH TER N ST
 WEST PALM BEACH, FL 33412-1323



LBTR Number: 199000301
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbc.com Tel: (561) 355-2272

****LOCATED AT****

8936 112TH TER N
 WEST PALM BEACH, FL 33412-1323

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	WOOSTER LESTER ALVIN	1758	B12.505574 - 07/31/12	\$27.50	B40013738

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA
 PALM BEACH COUNTY
 2012/2013 LOCAL BUSINESS TAX RECEIPT

B1 - 102

WOOSTER WELL DRILLING
 WOOSTER WELL DRILLING
 8936 112TH TER N ST
 WEST PALM BEACH, FL 33412-1323



LBTR Number: 199000300
EXPIRES: SEPTEMBER 30, 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

CHECKLIST
E-Bid #20120079
McChesney Park Irrigation Well

Name of Bidder: Nature's Keepers Inc

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

- E-Bid Reply Sheet #20120079 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet & E-Bid Reply Excel Spreadsheet - Alternate #1 forms uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days 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 E-Bid Reply Sheet #20120079.
- 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 to do work in the City of Port St. Lucie uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder, Trench Safety form and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors. (Use the Questionnaire for providing all sub-contractors).
- Copy of the Checklist uploaded to Demandstar.

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