

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13H
DATE 11/13/12

Meeting Date: November 13, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: 20120055R – Supply and Installation of Sod – Award of Bid to Natures Keeper, Inc. as Primary Contractor and Palm City Sod of Central Florida, Inc. as Secondary Contractor.

Recommended Action:

Approval to enter into Fixed Unit Price Contracts for Supply and Installation of Sod with Nature's Keeper, Inc. as the Primary Contractor and Palm City Sod of Central FL, Inc. as the Secondary Contractor for the prices submitted in their Bid Reply. Purchase Orders will be issued as needs are determined. Contract Period will be twenty-four (24) months with two twenty-four month options for renewal through 2016.

Exhibits: Department memo attached [X] yes [] no
Copies of the Rejected Bid Tabulation Sheet, three (3) Rejected Bids, Specifications,
Copies of Re-Bid Tabulation, Re-Bids, Specifications
OMB Bid Analysis

Summary Explanation/Background Information:

The initial bid for Supply and Installation of Sod resulted in an unbalanced bid and on August 13, 2012, Council granted approval to reject all bids and re-bid. The re-bid resulted in four responsive bids: Ag-Scape Services, Inc., Natures Keeper, Inc. and Palm City Sod of Central FL, Inc., and T & J Sod Services, LLC. The bid award was to be based on the total bid for items most frequently utilized. Nature's Keeper and Palm City Sod's total bids were \$1.59 and \$1.58 respectively. In analyzing the bids, Staff obtained usage reports from Parks and Recreation, Public Works and Utilities for the past year's expenses of the most frequently used items; Bahia, Floratam and Bermuda Sod, all furnished and installed. The attached analysis shows that the City would receive the best value by awarding Nature's Keeper the Primary Contract and Palm City Sod the Secondary Contract for the unit prices in their Bid Reply. The estimated annual savings to the City would be **\$37,388.44**.

Purchase (X) is () is not a replacement

Purchase (X) was budgeted () was not budgeted.

Estimated Annual Expenditure: **\$272,145**

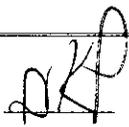
Department requests expenditures from the following:

Fund	Various
Cost Center	
Object Code	
Project	

RECEIVED

NOV 07 2012

City Manager's Office

Director of OMB concurs with award: 

City Manager concurs with award: 

Submitted by: Patricia Roebling

Title: Public Works Director/City Engineer

Date Submitted: October 23, 2012

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

"A City for All Ages"

MEMORANDUM

To: Cheryl Shanaberger – Deputy Director of OMB

Thru: James E. Angstadt P.E., Assistant Public Works Director

From: John Dunton, Manager-Environmental Services, Public Works

Date: October 30, 2012
Revised: October 31, 2012

Re: Recommendation of Award
Bid No. 20120055R - Supply and Installation of Sod

The Public Works Department and the Utility Department utilize a significant amount of Bahia and St. Augustine grass sod for repair work on swale liners, pipe installations and utility projects. During the past 2011-2012 fiscal year, these two Departments have spent over \$297,000 for Bahia and St. Augustine grass sod. The Park and Recreation Department has spent over \$12,000 in fiscal year 2011-2012 on Bermuda grass only. It is the intent of City staff to award the Supply and Installation of Sod Contract (Bid No. 20120055R) to a primary and secondary vendor so that all departments receive the best value.

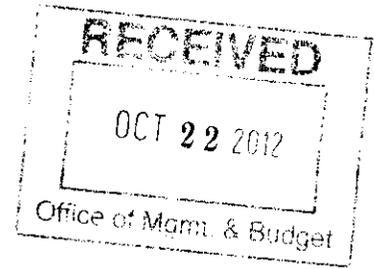
Bids for this project were received on September 14, 2012 with four vendors submitting responsive proposals. In analyzing the bids, staff reviewed usage reports from Parks and Recreation, Utility Department and Public Works Department for the past year's use of the most frequent items; Bahia, Floratam and Bermuda Sod, all furnished and installed. The Public Works Department has reviewed the bids and recommends that Natures Keeper be awarded the primary contract as the best value to the City and Palm City Sod be awarded the secondary contract. If you have any questions or require additional information, please feel free to contact me.

JD/

c: Dave Pollard – Director of OMB
Patricia Roebing, P.E., City Engineer
Sue Walsh – Manager Operations

S:\Jim\Correspondance\12-10-30 OMB BID REC_SOD_REV.doc

**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 *W*
RE: RECOMMENDATION FOR BID #20120055R SUPPLY AND INSTALL SOD
DATE: October 18, 2012

During the past 2011-2012 fiscal year, the Engineering Department (Public Works) has spent a combined total of \$214,131.03 for Bahia and St Augustine grass, Utilities has spent a combined total of \$83,831.94, and the Parks Department has spent \$12,285.00 on Bermuda grass only. It was the intent of the City to award the Supply and Installation Sod Contract (Bid # 20120055R) to a primary and secondary Vender. Totals for this bid were based upon the most frequently used items i.e. (Bahia, St. Augustine, and Bermuda grass) throughout various departments within the City.

Upon reviewing the four bids received, I am hereby recommending, based upon the 2011/2012 fiscal year square footage usage and the best value to the City, that we award Nature's Keeper as the primary vendor bidding at \$1.59 for the items most frequently used items at a projected savings of \$37,388.44 and Palm City Sod as the secondary vendor bidding at \$1.58 for the same items.

I have attached a copy of the bid tabulation sheet hereto for your review and consideration that depicts the total price and square footage used throughout the City's various departments.

Thank you for the opportunity to review, research, and recommend a qualified vendor to supply and install our sod needs. If you have any questions or need additional information, please feel free to contact me. Thank you in advance for your consideration.

MK/

cc: Brad Keen, Assistant Parks Director, Parks and Recreation
John Dunton, Project Manager, Engineering Department

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

**20120055R
 BID ANALYSIS**

Sod Type	FY Usage	Nature's Keeper	Total	Palm City	Total	*Util Cal. Sf
						41915.97
Bahia F &I	935644.3495	0.15	\$ 140,346.65	0.16	\$ 149,703.10	162780.3495
Floratam F&I	504657.6947	0.24	\$ 121,117.85	0.25	\$ 126,164.42	127987.6947
Bermuda F&I	44,500	0.24	\$ 10,680.00	0.25	\$ 11,125.00	
			\$ 272,144.50		\$ 286,992.52	
			\$ (14,848.02)	difference		
Expense Comparison						
	Last Year	New Bid	Total Difference			
P & R	\$12,015.00	\$11,125.00	\$ 890.00			
PW Bahia	\$120,717.25	\$115,929.60	\$ 4,787.65			
PW FLORATAM	\$93,413.78	\$90,400.80	\$ 3,012.98			
UTIL Bahia	\$41,915.94	\$24,417.05	\$ 17,498.89			
UTIL Floratam	\$41,915.97	\$30,717.05	\$ 11,198.92			
Total Savings			\$ 37,388.44			
*Calculation based on total expense for Utilities and 50% for each type						

CITY OF PORT ST. LUCIE

SEALED BID #20120055R

E-BID

SUPPLY and INSTALLATION OF SOD

RE-BIDS

Prepared By: Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221

BID OPENING ATTENDANCE
SEALED BID-20120055R-HQ
SUPPLY AND INSTALLATION OF SOD
 September 14, 2012 @ 3:30 p.m.

Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1. Helen Quintana, CPPB	City of PSL – Office of Management and Budget	hquintana@cityofpsl.com	T772-871-5221 F772-871-7337
2.			F
3. Stewart Feketa	Natures Keeper	Stewart.Natures-Keeper.com	F 467-8923 T 201 8216
4.			T
5.			F
6.			T
7.			T

Bid Reply Sheet
E-Bid #20120055R
Supply and Installation of Sod

1. **COMPANY NAME:** _____ Natures Keeper Inc _____
DIVISION OF: _____ Landscape & Irrigation _____
PHYSICAL ADDRESS: _____ 3795 Sneed Rd. _____
MAILING ADDRESS: _____ 3795 Sneed Rd. _____
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

President: Roberta West

Secretary: Roberta West

Treasurer: Krysten Bieger

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

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 DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet.

<i>LINE NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>
1	Bahia Sod (furnished only)	SF
2	Bahia Sod (furnish and install)	SF
3	Certified 419 Bermuda Sod 16" x 24" (furnished only)	SF
4	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
5	Hammock Centipede Sod (furnished only)	SF
6	Hammock Centipede Sod (furnish and install)	SF
7	Floratom Sod (furnished only)	SF
8	Floratom Sod (furnish and install)	SF
9	Restoration Bahia Sod per Specification (including all labor)	SF
10	Restoration Hammock Centipede Sod per Specification (including all labor)	SF
11	Restoration Bermuda Sod per Specification (including all labor)	SF
12	Restoration Floratom Sod per Specification (including all labor)	SF
	HYDROSEED	
13	Hydro-mulch@1000 lbs/acre	SF
14	Bahia Seed @ 80 Lbs./Acre	SF
15	Cover crop (Winter-Rye) (Summer – Millet) @ 160 Lbs./Acre	SF
	BERMUDA HYDROSEED	
17	Hydro Mulch @1000 Lbs./Acre	SF
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF
	OVERSEEDING	
19	Bahia Seed@40 Lbs./Acre	SF
20	Cover Crop@80 Lbs./Acre	SF
	WATERING (OPTIONAL)	
21	Watering per Specification (per 1000 gallons)	1000

5.1 Bidder (will) / will not accept the Procurement Card (Visa).

(please circle one)

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

5.3 Name and address of sod farm Contractor proposes to utilize
(add additional lines as needed):

Sod Farm Self Owned: Yes _____ No _____
Name: Harmon Sod (Bahia)
Address: P.O. Box 1178 Fort Pierce Fl 34954

Sod Farm Self Owned: Yes _____ No _____
Name: A-1 Sod (Bahia, Bermuda)
Address: 450 Deen Still Rd. Davenport Fl 33897

Sod Farm Self Owned: Yes _____ No _____
Name: Kennedy Groves (Floritam)
Address: 4310 77th Street Vero Beach Fl 32967

Sod Farm Self Owned: Yes _____ No _____
Name: Gulf Kist Sod (Floritam)
Address: 16755 20th Street Vero Beach Fl 32966

Sod Farm Self Owned: Yes _____ No _____
Name: King Ranch (Bermuda)
Address: P.O. Box 1210, Belle Glade Fl 33430

Sod Farm Self Owned: Yes _____ No _____
Name: Bethel Farms (Floritam, Bermuda)
Address: 8780 Nw. Bethel Farms Rd. Arcadia Fl 34266

Sod Farm Self Owned: Yes _____ No _____
Name: Enviromental Turf (Hammock Centipede)
Address: 4366 E. Kinsey Rd. Avon Park Fl. 33825

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: Stewart Feketa Years Experience: 20

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing

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

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

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

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

9. **CERTIFICATION**

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 Signature 9/6/12 Date

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

David Rowlands Signature VP Title

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

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Natures Keeper Inc. does:
(Name of Business)

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

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

Pavel Rowlands
Bidder's Signature
9-6-12
Date



CERTIFICATE OF LIABILITY INSURANCE

NATUR-3 OP ID: LO

DATE (MM/DD/YYYY)
09/10/12

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 34952-1426 Harbor Insurance	772-461-6040	CONTACT NAME: Carolyn Lombardi EXT#6408
	772-460-2315	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		NAIC #
INSURER A: American Fire & Casualty Co.		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:		

INSURED Nature's Keeper, Inc.
3795 Sneed Road
Fort Pierce, FL 34945-4716

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.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	BUBR 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 occurr/accnt) \$ 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	<input checked="" type="checkbox"/> Contractua CG0001			(E) FPL004743660 POLL LIA	07/19/12	07/19/13	GENERAL AGGREGATE \$ 2,000,000	
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000 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 ALLOWED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO53614414	04/26/12	04/26/13	EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						<input type="checkbox"/> CLAIMS-MADE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Z069064906 NAIC13269/FL CO CODE02947	04/26/12	04/26/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER	
	<input type="checkbox"/> 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	
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**CANCELLATION**

PORTS-4 City of Port St Lucie Bid#20120055R 121 SW Port St Lucie Blvd Port St Lucie, FL 34984-5099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NOTEPAD:HOLDER CODE PORTS-4
INSURED'S NAME Nature's Keeper, Inc.NATUR-3
OP ID: LOPAGE 2
DATE 09/10/12

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) I.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. RE: Sealed Bid #20120055R Supply & Installation of Sod *30 Days notice of cancellation, Except 10 days for non-payment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS – PRODUCTS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) whom you have agreed to add as an additional insured in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused by "your work" performed for that additional insured and included in the "products-completed operation hazard".
- B. The following additional provisions apply to the additional insured:
1. When the Named Insured is required to add an additional insured on this policy in a written contract or written agreement; the written contract or written agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy;
 - b. Executed prior to the "bodily injury," or "property damage"; and
 - c. Between a Named Insured and the additional insured.
 2. That person or organization is an additional insured only for liability caused by your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies for any liability due to negligence attributable to any person or entity other than the Named insured, the Named insured's employees or subcontractors.
 3. The Limits of insurance applicable to the additional insured are the lesser of:
 - a. Those specified in the written contract or written agreement, or
 - b. Those provided by this policy and defined in Section III - Limits Of Insurance.These Limits of Insurance are inclusive of, and not in addition to, the Limits Of Insurance shown in the Declarations and defined in Section III - Limits Of Insurance.
 4. The insurance provided to the additional insured does not apply to:

"Bodily Injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

5. The following replaces Exclusion 1. under Paragraph 2., **Excusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:
 - I. **Damage To Your Work**

This insurance does not apply to "property damage" to "your work" arising out of it or any part of it and included in the "product-completed operations hazard".
 6. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than the Named Insured, the Named Insured's employees or subcontractors.
 - b. For any loss which occurs prior to our Named Insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in Section IV – Conditions, Duties In The Event Of Occurrence, Offense Claim Or Suit.
- C. Section IV - Conditions** are amended as follows:
1. The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement must comply with all provisions of this section.
 2. As respects the coverage provided under this endorsement, Paragraph 4.b., **Other Insurance** is deleted and replaced by the following:
 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK PLUS ®
FOR CONSTRUCTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

Who Is An Insured Section II is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The insurance provided the additional insured is limited as follows:

- A. The person or organization is only an additional insured with respect to liability:
1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease, or occupy; or
 2. Caused in whole or in part by your ongoing operations performed for that insured.

The insurance provided the additional insured in 1.A.2. above does not apply to:

- a. **Coverage A - Bodily Injury and Property Damage Liability, Coverage B - Personal and Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- B. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

- C. The insurance provided the additional insured does not apply to the liability resulting from the sole negligence of the additional insured.

- D. As respects the coverage provided to the additional insured under this endorsement, **Section IV-Conditions** is amended as follows:

The following is added to **Condition 2. Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us:**

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph a., **Primary Insurance of Condition 4. Other Insurance:**

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph b., **Excess Insurance of Condition 4. Other Insurance:**

Except as provided in Paragraph 4.a. Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

- A. The last paragraph of **2. Exclusions of Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c. through n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**

B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, the higher of \$300,000 or the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph b.(1)(b) of Condition 4. **Other Insurance (Section IV - Conditions)** is replaced by the following:

(1) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph 9.a. of the definition of "insured contract" in Section V- Definitions is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to Section V - Definitions:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
2. Rupture or bursting of water pipes;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
4. Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph g.(2) of Paragraph 2., Exclusions of Section I - Coverage A is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the Supplementary Payments - Coverages A and B provision:

The limit for the cost of bail bonds in Paragraph 1.b. is changed from \$250 to \$1000.

5. PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION

Paragraphs 14.b., d. and e. of Section V - Definitions are replaced by the following:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph 14. "Personal and Advertising Injury" of Section V - Definitions:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) An insured; or
 - (b) Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs b. and c. of 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under Section III Limits Of Insurance applies separately to each of your projects away from premises owned by or rented to you.

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8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

- A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections B., C., D. and E. below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "Products-completed operations hazard".

- C. **Limits Of Insurance** - The most we will pay for "property damage" under this Section 9. is \$25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this Section 9. because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits of Insurance** provided under this Section 9. are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

- D. **Deductible** - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

- E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- A. In Paragraph 4. of Section II - Who Is An Insured is deleted and replaced by the following:
4. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:
- a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.
- B. This Section 10. does not apply to newly formed or acquired organizations if coverage is excluded either by provisions of the Coverage Part or by other endorsement(s) attached to it.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- A. The requirements in Section IV - Conditions, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:
- 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. A member or manager, if you are a limited liability company;
 - 4. An executive officer or designee, if you are a corporation;
 - 5. A trustee, if you are a trust; or
 - 6. A designee, if you are any other type of organization.
- B. The requirements in Section IV - Conditions Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. A member or manager if you are a limited liability company;
 - 4. An executive officer or designee, if you are a corporation.
 - 5. A trustee, if you are a trust; or
 - 6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any Insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".



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12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

- A. \$10,000; or
- B. The amount shown in the Declarations.

15. BROAD NAMED INSURED

Paragraph 2.a.(1)(d) of **Section II - Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services to your employees.

16. BROADENED MOBILE EQUIPMENT

Paragraph 12.f.(1) of **Section V - Definitions** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning provided that vehicles have a Gross Vehicle Weight of 1,000 pounds or greater;

17. INCIDENTAL MALPRACTICE LIABILITY

Paragraph 3. of **Section V - Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or death resulting from any of these at any time.

The following is added to **Section V - Definitions**:

- 23. "Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

18. NON-OWNED AIRCRAFT

The following is added to Subparagraph g. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

- (6) an aircraft with a paid crew, that is hired, chartered or loaned but is not owned by any Insured.

19. PROPERTY DAMAGE - ELEVATORS

The following is added to Subparagraph j. of 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

All other terms and conditions of your policy remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MASTER PAK®
FOR COMMERCIAL AUTOMOBILE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	Policy No.
Named Insured	Countersigned by

(Authorized Representative)

(If no entry appears above, the information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

This summarizes the various coverages provided by this endorsement; no coverage is given by this summary. Actual coverage descriptions are within the form.

<u>SUBJECT</u>	<u>LIMITS OF INSURANCE OR CHANGE IN CONDITION</u>	<u>ITEM #</u>
ACCIDENTAL AIR BAG DEPLOYMENT		13
ADDITIONAL TRANSPORTATION EXPENSE	\$50 Per Day; \$1000 Maximum	6
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US		12
CELL PHONE COVERAGE	Included If Permanently Installed	17
DUTIES IN THE EVENT OF AN ACCIDENT		8
EMPLOYEE HIRED AUTO COVERAGE - LIABILITY & PHYSICAL DAMAGE		18
FELLOW EMPLOYEE EXCLUSION		4
GLASS BREAKAGE		7
HIRED CAR COVERAGE TERRITORY	World Wide	10
HIRED CAR PHYSICAL DAMAGE - Excess Coverage	Excess Coverage; \$35,000 Maximum	5
MENTAL ANGUISH		11
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	Private Passenger Types & Light Trucks	15
RENTAL REIMBURSEMENT	Private Passenger Types & Light Trucks \$50 Per Day; \$1000 Maximum	16
SUPPLEMENTARY PAYMENTS - Bail Bonds - Loss Of Earnings	\$3000 Up To \$500 Per Day	3
TOWING & LABOR COVERAGE	Private Passenger Types & Light Trucks Up To \$50 Per Occurrence	14
UNINTENTIONAL FAILURE TO DISCLOSE		9
WHO IS AN INSURED		2

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MASTER PAK® FOR COMMERCIAL AUTOMOBILE

The provisions contained in this endorsement replace those found elsewhere in the policy.

1. Cancellation Provision

Paragraph 2.B. of the Common Policy Provisions - Cancellation reads as follows:

60 days before the effective date of cancellation if we cancel for any other reason.

2. Who Is An Insured

Paragraph A.1 - Who Is An Insured - of Section II, Liability Coverage, is amended to add:

D. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the coverage form. However, "Insured" does not include any subsidiary that is an "Insured" under any other automobile liability policy or would be an "Insured" under such policy but for its termination or the exhaustion of its limits.

E. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, "Insured" does not include any newly formed or acquired organization:

- (1) that is a joint venture or partnership;
- (2) that is an "Insured" under any other policy;
- (3) that has exhausted its limit of insurance under any other policy; or
- (4) 180 days or more after its acquisition of formation by you, unless you have given us notice.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

F. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

3. Coverage Extensions - Supplementary Payments

Paragraph A. Supplementary Payments. Sub Paragraphs A.2. and A.4. are amended as follows:

- (2) Up to \$3000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. Fellow Employee Exclusion

In those states where Workers Compensation laws have not been legally determined to be the sole remedy for employee injuries, the following provision is added:

Section II - Liability Coverage, Exclusion B.5., Fellow Employee is amended by adding the following: But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

In those states where Workers' Compensation Insurance has been determined to be the sole remedy for employee injuries, this coverage enhancement does not apply.

5. Hired Car Physical Damage - Excess Coverage

If hired "autos" are covered autos for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger type or light truck (10,000 pounds or less gross vehicle weight) type, subject to the following:

- (a) The most we will pay for any one accident or loss is \$35,000, actual cash value or cost of repair whichever is the least, minus a deductible.
- (b) No deductible applies to loss caused by fire or lightning.
- (c) The deductible will be equal to the largest deductible applicable to any owned auto of the private passenger or light truck (10,000 pounds or less gross vehicle weight) type for that coverage.
- (d) Hired car physical damage coverage is excess over any other collectible insurance available to the insured or the employee renting the vehicle, either from another auto policy or from the collision damage waiver provisions of a credit card.
- (e) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type or light truck (10,000 pounds or less gross vehicle weight) type shown in the declarations.

We will also cover loss of use of the hired borrowed auto if it results from an accident for which you are legally liable and the lessor incurs an actual financial loss, subject to a maximum limit of \$500 per accident.

**MASTER PAK®
FOR COMMERCIAL AUTOMOBILE**

6. **Physical Damage - Additional Transportation Expense Coverage**
Paragraph A.4. of Section III Physical Damage Coverage is amended to provide a limit of \$50 per day and a maximum limit of \$1000.
7. **Physical Damage - Glass Breakage**
The following paragraph is added to A.3., Glass Breakage, of Section III, Physical Damage Coverage:
Any deductible shown in the Declarations for Comprehensive Coverage will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.
8. **Duties In The Event Of Accident, Claim, Suit Or Loss.**
A. The requirement in Condition 2.A. that you must notify us of an "accident" applies only when the "accident" is known to:
(1) you, if you are an individual;
(2) a partner, if you are a partnership; or
(3) an executive officer or insurance manager, if you are a corporation.
(4) your partners, employees, members of limited liability companies, directors or shareholders but only while acting within the scope of their duties.
B. The requirement in Condition 2.B. that you must notify us of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
(1) you, if you are an individual;
(2) a partner, if you are a partnership; or
(3) an executive officer or insurance manager, if you are a corporation.
(4) your partners, employees, members of limited liability companies, directors or shareholders but only while acting within the scope of their duties.
9. **Unintentional Failure To Disclose Hazards**
If you unintentionally fail to disclose any hazards existing at the inception or renewal date of the policy, we will not deny coverage under this coverage part because of such failure.
This provision does not apply to any auto owned, leased, acquired or held for sale by you prior to the effective date of the policy or the current renewal.
10. **Hired Car - Coverage Territory**
Paragraph E. is added to the definition of coverage territory in General Condition 7 - Policy Period, Coverage Territory:
E. For autos hired 30 days or less, the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay for damages is determined in a "suit", that suit is brought in the territory described in Paragraph B. 7. - Policy Period, Coverage Territory - under Section IV Business Auto Conditions.
11. **Mental Anguish**
The definition of "bodily injury" in the definitions section is replaced by the following:
"bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish, or death resulting from any of these.
12. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us**
Paragraph 5, TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US in Section IV, Business Auto Conditions, is amended by the addition of the following:
If the person or organization has waived those rights before a loss, our rights are waived also.
13. **Accidental Air Bag Deployment Coverage**
We will pay for the cost of reinstalling factory installed air bag(s) in "your covered auto" for any reason other than deployment due to a collision loss. Any insurance we provide shall be excess over any other collectible insurance, or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty. This coverage is applicable only if "other than collision" coverage is on your policy.

MASTER PAK® FOR COMMERCIAL AUTOMOBILE

14. Towing and Labor Costs Coverage

We will pay up to \$50 for towing and labor costs incurred each time a covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry is disabled. However, the labor must be performed at the place of disablement.

15. Parked Auto Collision Coverage (Waiver of Deductible Under Collision Coverage)

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.
4. Must be reported to police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

16. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of similar type. Payment applies in addition of the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under PHYSICAL DAMAGE COVERAGE for Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto".

We will pay up to \$50 per day to a maximum of \$1000.

17. Permanently Installed Cellular Telephones

Exclusion B.4.c. of Section III - Physical Damage Coverage does not apply to any permanently installed, non removable telephone designed to be operated by use of the power from the auto's electrical system.

18. Employee Hired Auto Coverage - Liability and Physical Damage

If this policy provides Liability and/or Physical Damage Coverage for Hired Autos, these coverages will be extended to any employee renting a vehicle in their own named, but only while used in the business of the named insured. For Employee Hired Auto Coverage, the following conditions apply:

1. The hired auto must be rented under a written rental agreement;
2. Coverage will only apply while the employee is conducting business on behalf of the insured;
3. Employee Hired Auto Coverage is excess over any personal auto policy applicable to the employee; and
4. Employee Hired Auto Coverage does not apply to any Loss of Use or administrative charges imposed by the rental car agency.

All the above additional coverages are subject to all other provisions of this policy.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.



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BUSINESS AUTO COVERAGE FORM

Symbol	Description Of Covered Auto Designation Symbols
9	<p>Non-Owned "Autos" Only</p> <p>Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.</p>

B. Owned Autos You Acquire After The Policy Begins

1. If symbols 1, 2, 3, 4, 5, or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "Insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

BUSINESS AUTO COVERAGE FORM

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments.

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

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BUSINESS AUTO COVERAGE FORM

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
- (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

BUSINESS AUTO COVERAGE FORM

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

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BUSINESS AUTO COVERAGE FORM

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. **Comprehensive Coverage.** From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. **Specified Causes of Loss Coverage.** Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
 - c. **Collision Coverage.** Caused by:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

CITY OF PORT LUCIE

PO BOX 257

PORTLAND, MI 48875-0257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



TheZenith®

WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

FORM NUMBER

WC-00-03-13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/26/12
Policy No. Z069064906
Insured NATURE'S KEEPER, INC.
Policy Period 04/26/12 to 04/26/13
Issued on 04/19/12 mb
(Ed. 4-98)

ZENITH INSURANCE COMPANY - 13145

Countersigned by Eric Austin

At Orlando, FL

Endorsement No. 11

PRODUCER COPY

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.
(Here insert full name and address or legal title of Contractor)
3795 Sneed Road, Fort Pierce, FL 34945

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

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)

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

Dollars (\$ ---\$500.00---),

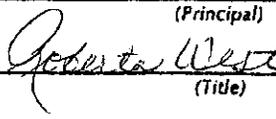
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Bid #20120055R, Supply and Installation of Sod, City of Port St. Lucie, FL

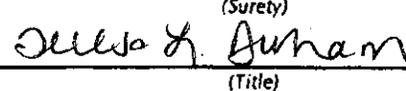
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 14th day of September 2012


(Witness)

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

(Title) ROBERT WEST
PRES


(Witness)

United Fire & Casualty Company
(Surety) (Seal)

(Title)

Teresa L. Durham, 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 BRAMLAGE, 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

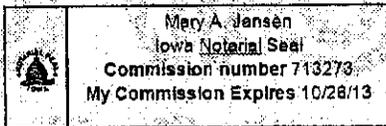


UNITED FIRE & CASUALTY COMPANY

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 14th day of September 2012.

David A. Jansen
Secretary

**E-BID REPLY EXCEL SPREADSHEET
SB #20120055R
SUPPLY and INSTALLATION OF SOD**

BIDDER: _____ Natures Keeper Inc. _____

	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ 0.09
2	Bahia Sod (furnish and install)	SF	\$ 0.15
3	Hammock Centipede Sod (Furnished only)	SF	\$ 0.21
4	Hammock Centipede Sod (furnish and install)	SF	\$ 0.31
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ 0.18
6	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ 0.24
7	Floritam Sod (Furnished only)	SF	\$ 0.18
8	Floritam Sod (furnish and install)	SF	\$ 0.24
*	TOTAL BID FOR ITEMS MOST FREQUENTLY UTILIZED		\$ 1.59
9	Restoration Bahia Sod per Specification	SF	\$ 0.30
10	Restoration Hammock Centipede Sod per Specification	SF	\$ 0.45
11	Restoration 419 Certified Bermuda Sod per Specification	SF	\$ 0.40
12	Restoration Floritam Sod per Specification	SF	\$ 0.40
	HYDROSEED		
13	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ 0.02
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ 0.01
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ 0.01
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ 0.02
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ 0.03
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ 0.02
20	Cover Crop @ 80 Lbs./Acre	SF	\$ 0.01
	OPTIONAL		
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ 22.00

CHECKLIST
Bid #20120055R
Supply and Installation of Sod

Name of Bidder: _____ Natures Keeper Inc. _____

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

- Has uploaded E-Bid Reply Sheet (pgs 19-22) with proper signature.
- Has uploaded Drug-Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Has acknowledged all Bid Addendum (if applicable).
- Has uploaded Copy of Current Insurance Certificate.
- MSDS in accordance with Specifications (if required)
- Has reviewed the Contract and accept all City Terms and Conditions
- Has completed (including the Bidder's name), and uploaded the E-Bid Reply Excel Spreadsheet #20120055R.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

**E-BID REPLY EXCEL SPREADSHEET
SB #20120055R
SUPPLY and INSTALLATION OF SOD**

BIDDER: _____ Natures Keeper Inc. _____			
	DESCRIPTION	UNIT	UNIT COST
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3	Hammock Centipede Sod (Furnished only)	SF	\$ 0.21
4	Hammock Centipede Sod (furnish and install)	SF	\$ 0.31
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ 0.18
6	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ 0.24
7	Floritam Sod (Furnished only)	SF	\$ 0.18
8	Floritam Sod (furnish and install)	SF	\$ 0.24
*	TOTAL BID FOR ITEMS MOST FREQUENTLY UTILIZED		\$ 1.59
9	Restoration Bahia Sod per Specification	SF	\$ 0.30
10	Restoration Hammock Centipede Sod per Specification	SF	\$ 0.45
11	Restoration 419 Certified Bermuda Sod per Specification	SF	\$ 0.40
12	Restoration Floritam Sod per Specification	SF	\$ 0.40
	HYDROSEED		
13	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ 0.02
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ 0.01
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ 0.01
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ 0.02
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ 0.03
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ 0.02
20	Cover Crop @ 80 Lbs./Acre	SF	\$ 0.01
	OPTIONAL		
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ 22.00

CHECKLIST
Bid #20120055R
Supply and Installation of Sod

Name of Bidder: Ag Scope Services Inc. DBA Sod Pite

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

- Has uploaded E-Bid Reply Sheet (pgs 19-22) with proper signature.
- Has uploaded Drug-Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Has acknowledged all Bid Addendum (if applicable).
- Has uploaded Copy of Current Insurance Certificate.
- MSDS in accordance with Specifications (if required)
- Has reviewed the Contract and accept all City Terms and Conditions
- Has completed (including the Bidder's name), and uploaded the E-Bid Reply Excel Spreadsheet #20120055R.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-BID REPLY EXCEL SPREADSHEET
SB #20120055R
SUPPLY and INSTALLATION OF SOD

BIDDER: _____ Ag-Scape Services Inc. _____			
	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ 0.14
2	Bahia Sod (furnish and install)	SF	\$ 0.17
3	Hammock Centipede Sod (Furnished only)	SF	\$ 0.29
4	Hammock Centipede Sod (furnish and install)	SF	\$ 0.37
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ 0.28
6	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ 0.36
7	Floritam Sod (Furnished only)	SF	\$ 0.25
8	Floritam Sod (furnish and install)	SF	\$ 0.31
*	TOTAL BID FOR ITEMS MOST FREQUENTLY UTILIZED		\$ 2.17
9	Restoration Bahia Sod per Specification	SF	\$ 0.17
10	Restoration Hammock Centipede Sod per Specification	SF	\$ 0.37
11	Restoration 419 Certified Bermuda Sod per Specification	SF	\$ 0.36
12	Restoration Floritam Sod per Specification	SF	\$ 0.31
	HYDROSEED		
13	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ 0.44
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ 0.05
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ 0.05
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ 0.44
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ 0.06
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ 0.05
20	Cover Crop @ 80 Lbs./Acre	SF	\$ 0.08
	OPTIONAL		
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ 300.00

Bid Reply Sheet
E-Bid #20120055R
Supply and Installation of Sod

1. **COMPANY NAME:** Ag-Scape Services inc DBA SodRite _____

DIVISION OF: Ag-Scape Services Inc. DBA SodRite _____

PHYSICAL ADDRESS: 1344 33RD ave sw, Vero Beach, FL 32968 _____

MAILING ADDRESS: 1344 33RD AVE SW VERO BEACH, FL 32968 _____

CITY, STATE, ZIP CODE: Vero Beach, FL 32968 _____

TELEPHONE NUMBER: (772) 473-1072 FAX NO. (772) 778-5196 _____

CONTACT PERSON: Shane Barry E-MAIL: Shaneb2055@aol.com _____

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

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

Shane Barry
President

Secretary

Treasurer

How long in present business: 7 years How long at present location: 7 years

Is firm a minority business: No Does firm have a drug-free workplace program: Yes
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 DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at _____

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet

LINE NO.	DESCRIPTION	UNIT
1	Bahia Sod (furnished only)	SF
2	Bahia Sod (furnish and install)	SF
3	Certified 419 Bermuda Sod 16" x 24" (furnished only)	SF
4	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
5	Hammock Centipede Sod (furnished only)	SF
6	Hammock Centipede Sod (furnish and install)	SF
7	Floritam Sod (furnished only)	SF
8	Floritam Sod (furnish and install)	SF
9	Restoration Bahia Sod per Specification (including all labor)	SF
10	Restoration Hammock Centipede Sod per Specification (including all labor)	SF
11	Restoration Bermuda Sod per Specification (including all labor)	SF
12	Restoration Floritam Sod per Specification (including all labor)	SF
	HYDROSEED	
13	Hydro-mulch @ 1000 lbs/acre	SF
14	Bahia Seed @ 80 Lbs./Acre	SF
15	Cover crop (Winter-Rye) (Summer - Millet) @ 160 Lbs./Acre	SF
	BERMUDA HYDROSEED	
17	Hydro Mulch @ 1000 Lbs./Acre	SF
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF
	OVERSEEDING	
19	Bahia Seed @ 40 Lbs./Acre	SF
20	Cover Crop @ 80 Lbs./Acre	SF
	WATERING (OPTIONAL)	
21	Watering per Specification (per 1000 gallons)	1000

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

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

5.3 Name and address of sod farm Contractor proposes to utilize
(add additional lines as needed):

Sod Farm Self Owned: Yes _____ No

Name: Harmon Sod

Address: P.O. Box 1178
 Ft. Pierce, FL 34954

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: Shane Barry Years Experience: 10

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) Shane Barry 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 [Signature] Date 7/12/12

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

Signature [Signature] Title [Signature]

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

(seal)

[Signature]

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Ag-Stack Services Inc does:
(Name of Business)

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

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



 Bidder's Signature
 9/12/12

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2012

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

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

PRODUCER Winchester Insurance, Inc. 1425 W. Broadway (S.R. 426) P.O. Box 620969 Oviedo FL 32762-0969	CONTACT NAME: Peggy Peterson	
	PHONE (A/C No. Ext): (407) 365-5656 FAX (A/C No.): (407) 366-0031	
INSURED AG-SCAPE Services, Inc. 1344 33rd Avenue SW Indian River Vero Beach FL 32968-	E-MAIL ADDRESS: peggy@winchesterinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Southern Owners Insurance Co	10190
	INSURER B: Normandy Harbor Insurance Co	13012
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			114682-72025369	05/20/2012	05/20/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			114682-72025369	05/20/2012	05/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500			48-823-507-00	05/20/2012	05/20/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Completed Operations Agg \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> Y N/A	NHFL 120241	05/19/2012	05/19/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
x	Contractors Equipment Inland Marine			114682-72025369	05/20/2012	05/20/2013	

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

CERTIFICATE HOLDER () - (772) 778-5196 City of Port St. Lucie 121 Southwest Port St. Lucie Blvd Port St. Lucie Blvd 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
---	---

 CenterState
1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK
NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

161177
83-1403
631
DATE September 13, 2012

REMITTER AG-SCAPE SERVICES INC.
PAY FIVE HUNDRED AND 00/100

*****500.00

TO THE ORDER OF CITY OF PORT ST. LUCIE

PURPOSE

NON NEGOTIABLE
CUSTOMER COPY

Branch: 18

 CenterState
A A N K

1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK

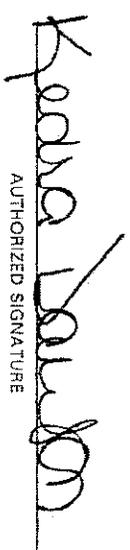
161177

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

DATE September 13, 2012

*****500.00

REMITTER AG-SCAPE SERVICES INC.
PAY FIVE HUNDRED AND 00/100
TO THE ORDER OF CITY OF PORT ST. LUCIE


AUTHORIZED SIGNATURE

PURPOSE
Branch: 18

⑆00151177⑆⑆063114030⑆ ⑆020153664⑆

CHECKLIST
Bid #20120055R
Supply and Installation of Sod

Name of Bidder: Palm City Sod of Central FL, Inc.

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

- Has uploaded E-Bid Reply Sheet (pgs 19-22) with proper signature.
- Has uploaded Drug-Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Has acknowledged all Bid Addendum (if applicable).
- Has uploaded Copy of Current Insurance Certificate.
- MSDS in accordance with Specifications (if required)
- Has reviewed the Contract and accept all City Terms and Conditions
- Has completed (including the Bidder's name), and uploaded the E-Bid Reply Excel Spreadsheet #20120055R.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

.....

Bid Reply Sheet
E-Bid #20120055R
Supply and Installation of Sod

1. **COMPANY NAME:** Palm City Sod of Central FL, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 3706 SW Citrus Blvd. Palm City, FL 34990

MAILING ADDRESS: 2820 Marjorie Rd. St. Cloud, FL 34772

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: (407) 957-4490 FAX NO. 407 891-0109

CONTACT PERSON: Mike Kelley E-MAIL: PCsod@hotmail.com

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

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

Mike Kelley
President

Susan Kelley
Secretary

Susan Kelley
Treasurer

How long in present business: 25 years How long at present location: 15 years

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet.

LINE NO.	DESCRIPTION	UNIT
1	Bahia Sod (furnished only)	SF
2	Bahia Sod (furnish and install)	SF
3	Certified 419 Bermuda Sod 16" x 24" (furnished only)	SF
4	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
5	Hammock Centipede Sod (furnished only)	SF
6	Hammock Centipede Sod (furnish and install)	SF
7	Floritam Sod (furnished only)	SF
8	Floritam Sod (furnish and install)	SF
9	Restoration Bahia Sod per Specification (including all labor)	SF
10	Restoration Hammock Centipede Sod per Specification (including all labor)	SF
11	Restoration Bermuda Sod per Specification (including all labor)	SF
12	Restoration Floritam Sod per Specification (including all labor)	SF
HYDROSEED		
13	Hydro-mulch @ 1000 lbs/acre	SF
14	Bahia Seed @ 80 Lbs./Acre	SF
15	Cover crop (Winter-Rye) (Summer - Millet) @ 160 Lbs./Acre	SF
BERMUDA HYDROSEED		
17	Hydro Mulch @ 1000 Lbs./Acre	SF
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF
OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF
20	Cover Crop @ 80 Lbs./Acre	SF
WATERING (OPTIONAL)		
21	Watering per Specification (per 1000 gallons)	1000

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

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

5.3 Name and address of sod farm Contractor proposes to utilize
(add additional lines as needed):

Sod Farm Self Owned: Yes No

Name: Palm City Sod of Central FL, Inc.

Address: 1500 Orange Avenue
St. Cloud, FL 34769

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: Mike Kelley Jr. Years Experience: 5 years

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) Mike Kelley 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.

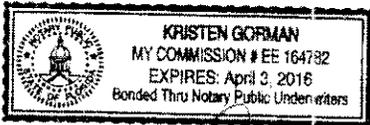
[Signature] Signature 9/12/12 Date

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

[Signature] 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.

(seal)



Kristen Gorman



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Entity Name Search

Detail by Entity Name

Florida Profit Corporation

PALM CITY SOD OF CENTRAL FLORIDA, INC.

Filing Information

Document Number V43728
 FEI/EIN Number 593135149
 Date Filed 06/15/1992
 State FL
 Status ACTIVE
 Effective Date 06/11/1992

Principal Address

1500 ORANGE AVE.
SAINT CLOUD FL 34769 US

Changed 03/12/2004

Mailing Address

2820 MARJORIE RD.
ST. CLOUD FL 34772 US

Changed 03/12/2004

Registered Agent Name & Address

KELLEY, SUSAN MARIE
2820 MARJORIE ROAD
ST CLOUD FL 34772

Officer/Director Detail

Name & Address

Title DP

KELLEY, MICHAEL DAVID
2820 MARJORIE RD
ST CLOUD FL

Title D

KELLEY, SUSAN MARIE
2820 MARJORIE RD
ST CLOUD FL

Annual Reports

Report Year Filed Date

2010 03/30/2010
 2011 04/14/2011

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Palm City Sod of Central FL, 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
9/12/12

Date

**E-BID REPLY EXCEL SPREADSHEET
SB #20120055R
SUPPLY and INSTALLATION OF SOD**

Bidder: Palm City Sod of Central FL, Inc.			
	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ 0.11
2	Bahia Sod (furnish and install)	SF	\$ 0.16
3	Hammock Centipede Sod (Furnished only)	SF	\$ 0.18
4	Hammock Centipede Sod (furnish and install)	SF	\$ 0.25
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ 0.18
6	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ 0.25
7	Floritam Sod (Furnished only)	SF	\$ 0.20
8	Floritam Sod (furnish and install)	SF	\$ 0.25
*	TOTAL BID FOR ITEMS MOST FREQUENTLY UTILIZED		\$ 1.58
9	Restoration Bahia Sod per Specification	SF	\$ 0.20
10	Restoration Hammock Centipede Sod per Specification	SF	\$ 0.30
11	Restoration 419 Certified Bermuda Sod per Specification	SF	\$ 0.30
12	Restoration Floritam Sod per Specification	SF	\$ 0.30
	HYDROSEED		
13	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ 0.02
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ 0.01
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ 0.01
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ 0.02
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ 0.03
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ 0.01
20	Cover Crop @ 80 Lbs./Acre	SF	\$ 0.01
	OPTIONAL		
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ 20.00

8-9/430



PNC Bank, National Association
Florida, Bank 001

No. 0221653

CASHIER'S CHECK

DATE JULY 25, 2012

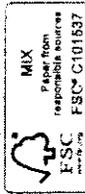
PAY TO THE ORDER OF CITY OF PORT ST LUCIE

\$ 500.00

FIVE HUNDRED AND 00 / 100***** DOLLARS

PALM CITY 300 DE CENTRAL FLA
REMITTER

PNC Bank, National Association



Marilyn Matthews

OFFICIAL SIGNATURE

⑈0221653⑈ ⑆043000096⑆ 1026403363⑈

Printed Name
Marilyn Matthews



MP

CHECKLIST
Bid #20120055R
Supply and Installation of Sod

Name of Bidder: T+J Sod Service, LLC

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

- Has uploaded E-Bid Reply Sheet (pgs 19-22) with proper signature.
- Has uploaded Drug-Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Has acknowledged all Bid Addendum (if applicable).
- Has uploaded Copy of Current Insurance Certificate.
- MSDS in accordance with Specifications (if required)
- Has reviewed the Contract and accept all City Terms and Conditions
- Has completed (including the Bidder's name), and uploaded the E-Bid Reply Excel Spreadsheet #20120055R.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-BID REPLY EXCEL SPREADSHEET
 SB #20120055R
 SUPPLY and INSTALLATION OF SOD

BIDDER: T AND J SOD SERVICE, LLC			
	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ 0.11
2	Bahia Sod (furnish and install)	SF	\$ 0.14
3	Hammock Centipede Sod (Furnished only)	SF	\$ 0.31
4	Hammock Centipede Sod (furnish and install)	SF	\$ 0.38
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ 0.31
6	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ 0.38
7	Floritam Sod (Furnished only)	SF	\$ 0.22
8	Floritam Sod (furnish and install)	SF	\$ 0.28
*	TOTAL BID FOR ITEMS MOST FREQUENTLY UTILIZED		\$ 2.13
9	Restoration Bahia Sod per Specification	SF	\$ 0.55
10	Restoration Hammock Centipede Sod per Specification	SF	\$ 0.78
11	Restoration 419 Certified Bermuda Sod per Specification	SF	\$ 0.78
12	Restoration Floritam Sod per Specification	SF	\$ 0.69
	HYDROSEED		
13	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ 0.03
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ 0.05
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ 0.02
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ 0.03
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ 0.07
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ 0.06
20	Cover Crop @ 80 Lbs./Acre	SF	\$ 0.02
	OPTIONAL		
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ -

Bid Reply Sheet
E-Bid #20120055R
Supply and Installation of Sod

1. **COMPANY NAME:** T&J SOD SERVICE, LLC.

DIVISION OF: FLORIDA-EIN# 90-0263113

PHYSICAL ADDRESS: 5414 NORTH US HWY # 1

MAILING ADDRESS: SAME AS ABOVE

CITY, STATE, ZIP CODE: FT. PIERCE, FLORIDA 34946

TELEPHONE NUMBER: (772) 461-5654 FAX NO. (772)461-6886

CONTACT PERSON: JOSE (TONY) GONZALEZ E-MAIL: tandisodservice@yahoo.com

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

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

JOSE A. GONZALEZ

100%

President

Secretary

Treasurer

How long in present business 29 YEARS How long at present location: 9YEARS

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

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet.

LINE NO.	DESCRIPTION	UNIT
1	Bahia Sod (furnished only)	SF
2	Bahia Sod (furnish and install)	SF
3	Certified 419 Bermuda Sod 16" x 24" (furnished only)	SF
4	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
5	Hammock Centipede Sod (furnished only)	SF
6	Hammock Centipede Sod (furnish and install)	SF
7	Floritam Sod (furnished only)	SF
8	Floritam Sod (furnish and install)	SF
9	Restoration Bahia Sod per Specification (including all labor)	SF
10	Restoration Hammock Centipede Sod per Specification (including all labor)	SF
11	Restoration Bermuda Sod per Specification (including all labor)	SF
12	Restoration Floritam Sod per Specification (including all labor)	SF
	HYDROSEED	
13	Hydro-mulch @ 1000 lbs/acre	SF
14	Bahia Seed @ 80 Lbs./Acre	SF
15	Cover crop (Winter-Rye) (Summer – Millet) @ 160 Lbs./Acre	SF
	BERMUDA HYDROSEED	
17	Hydro Mulch @ 1000 Lbs./Acre	SF
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF
	OVERSEEDING	
19	Bahia Seed @ 40 Lbs./Acre	SF
20	Cover Crop @ 80 Lbs./Acre	SF
	WATERING (OPTIONAL)	
21	Watering per Specification (per 1000 gallons)	1000

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

5.2 Percentage of discount when payment is made with Visa: 1 %

5.3 Name and address of sod farm Contractor proposes to utilize
(add additional lines as needed):

Sod Farm Self Owned: Yes _____ No X

Name: AGRI-TURF

Address: P.O. BOX 1683
OKEECHOBEE, FLORIDA 34973

Name: BETHEL FARMS

Address: 13631 INDRIO ROAD
FT. PIERCE FL. 34945

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: JOSE (TONY) GONZALEZ Years Experience: 35

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) Jose A. Gonzalez 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.

Jose A. Gonzalez Signature 9/11/2012 Date

10. Bidder has read and accepts the terms and conditions of the City's standard Contract:
Jose A. Gonzalez Signature OWNER/President Title

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

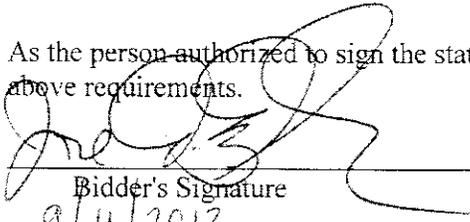
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that T4J Sod Service, LLC 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
9/11/2012

Date



CERTIFICATE OF LIABILITY INSURANCE

AHM
R022DATE (MM/DD/YYYY)
07-19-2012

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 210705 P:()- F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE: IA/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

INSURED: T & J SOD SERVICE LLC
5414 N US HIGHWAY 1
FORT PIERCE FL 34946

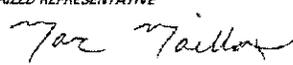
COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	76 WEG VV9441	04/14/2012	04/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER City of Port St. Lucie 121 SW PORT ST LUCIE BLVD PORT ST LUCIE, FL 34983	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

TJSOD-1 OP ID: SH

DATE (MM/DD/YYYY)
07/19/12

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 Post Insurance & Financial Inc Katherine E. Post 146 NW Central Park Plaza, 102 Port St. Lucie, FL 34986 Katherine Post		772-878-8184 772-878-8292	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED T & J Sod Service, LLC 5414 N US Hwy 1 Fort Pierce, FL 34946-7300		INSURER(S) AFFORDING COVERAGE INSURER A: Depositors Insurance Company NAIC # 42587 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC		ACP5924303217	12/14/11	12/14/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	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					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			W/C STATUS: <input type="checkbox"/> TOH <input type="checkbox"/> EP E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER PSLCI-1 City of Port St Lucie 121 SW Port St Lucie Blvd Port St Lucie, FL 34984-5099	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Katherine E Post</i>
--	---

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/12

PRODUCER Ellwood Inc 8951 Hancock Drive Fort St Lucie, FL 34952	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED T & J Sod Services LLC 5414 N US #1 Fort Pierce, FL 34952	INSURER A: Allstate	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR INDR	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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
A	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	048315162			COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER

City Of Port St Lucie
 121 SW Port St Lucie Blvd
 Port St Lucie, FL 34984-5099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Eric Fallwood

FORM 128480-0111



PNC Bank, National Association
Florida, Bank 001

No. 0263120

B-9/430

CASHIER'S CHECK

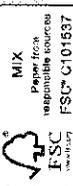
DATE _____

PAY TO THE ORDER OF \$ _____

DOLLARS



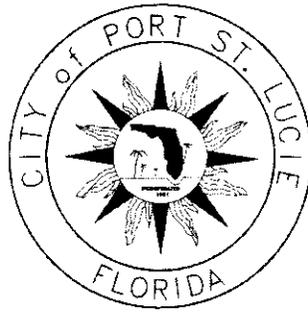
REMITTER PNC Bank, National Association



MIX
Paper from
responsible sources
FSC® C101537

OFFICIAL SIGNATURE

⑈0263120⑈ ⑆04300096⑆ ⑈026403363⑈



CITY OF PORT ST. LUCIE

**SEALED BID #20120055R
E-BID
SUPPLY and INSTALLATION OF SOD**

Prepared By: Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221

INVITATION TO BID

Sealed Re-Bid #20120055R for Supply and Installation of Sod for City projects will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:30 p.m. on September 14, 2012. Specifications are attached.

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

Electronic replies is 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 up until the due date and time have been reached, at which time, the Bidder will no longer 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) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

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 must deposit with his bid, a bid bond, or bid guaranty, in the amount of five hundred dollars (\$500.00), made payable to the City of Port St. Lucie. A copy must be uploaded at time of submittal and then mailed immediately after opening, thus showing evidence that a bid bond was obtained. Bidders will send the ORIGINAL Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within three (3) business days of the opening for the bid to be considered.

Helen Quintana, CPPB
Contract Specialist

Documents required for this E- Bid include the following:

E- Bid Specifications, pages 1 – 34

E-Bid Reply Sheet #20120055R, pages 19 – 22 (included in E-Bid)

E-Bid Reply Excel Spreadsheet #20120055R – Page 1 (not included in E-Bid)

**SPECIFICATIONS
E-Bid #20120055R**

Supply and Installation of Sod

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying and installing sod. Selected Bidder(s) must be qualified and capable of supplying and installing up to 135,000 square feet of sod per month for use on City projects. Poor quality finish will not be accepted. **It is the intent of the City to award a fixed unit price Contract to a primary and secondary Contractor to render all services required herein. The secondary Contractor shall be called upon only if the primary is unable to supply.**

INTENT

It is the intent, as a result of this bid, to select two sources (Primary and Secondary) for supplying and installing sod. Both selected Bidders will be required to execute a Contract. The contract shall be a fixed unit price contract for twenty four (24) months with two twenty-four (24) month options for renewal. **The award** will be based on the Total Bid Amount for the items categorized as "*most frequently utilized*" by the City; however, **all items must be bid.**

In the event the Primary Contractor cannot deliver and install sod when first contacted in writing, the Secondary Contractor will be contacted to arrange for delivery and installation.

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 that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Selected Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days

after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be Contracted for references and performance history, financial statements, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Have the ability to meet quoted delivery considering all other business commitments.
- ◆ Have a satisfactory record of performance.
- ◆ Have adequate staffing to fulfill requirements.
- ◆ Have the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Have necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Be a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ Be qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Have bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ Have 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.)
- ◆ Has Offered a competitive 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, depreciation, and service Contracts.
 - Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply.

The "award date" is the date that City Council executed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier or on the web site. The City reserves the right to award to one (1) or multiple Bidders.

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 OSHA guidelines.

1.9 Submittal of E-Bid – The Bid submittal requirements are summarized below:

- A. Request bid Specifications, #20120055R from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com.
- B. Complete company information and electronically sign on E-Bid Reply Sheet # 20120055R, Pgs. 18 to 21.
- C. Download the E-Bid **Excel** Spreadsheet and save to your hard drive; program is in Excel Office 2003 Professional. **Enter unit prices and other required information on the E-Bid Excel Spreadsheet and save.**
- D. Upload and submit onto Demandstar by the due date and time:
 - ◆ the E-Bid Reply Sheet #20120055R, pgs. 18 to 21.
 - ◆ Copy of Five Hundred Dollar (\$500.00) Bid Bond
 - ◆ Copy of current Insurance Certificate(s)
 - ◆ Drug Free Workplace Form
 - ◆ Checklist

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

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

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

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

PLEASE NOTE:

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

Bidders are requested to state on the Bid Reply Sheet #20120055R if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

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

The Selected Bidder will be required to accept the terms and conditions of the City's Contract (sample attached). If bidder cannot accept these terms and conditions do not submit a bid.

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

1.13 Subcontracting or Assigning of the Contract – The Selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet #20120055R.

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

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

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

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

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

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

1.18 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.

1.19 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. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Selected Bidder.

1.20 Material Safety Data Sheets – The Selected Bidder shall provide Material Safety Data Sheets (MSDS) 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 C.F.R. 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-C.F.R. 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.

1.21 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 with the requirements of said legislation.

1.21.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form provided** with the City contract and return it with the contract and insurance documents.

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

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5221

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than 90 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Selected Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 10 days after receipt of notification from the City of the defect.

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

2.4 Delivery - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

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

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing within twenty-four (24) hours.

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) days written notice, signed by the Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Selected Bidder.

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

2.9 Deductions - In the event the City deems it expedient to perform work which has not been done by the Selected Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Selected Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder. These deductions are additional to and not in lieu of any penalties or other remedies set forth in the Contract.

3. SPECIFIC REQUIREMENTS

A. Specifications and Quality of Sod

A.1 General: Sod shall have been mowed at least three times with an approved lawn mower with final mowing not more than seven (7) days before the sod is cut. The typical estimated quantity of sod required each month ranges from 25,000 square feet to 135,000 square feet and is used on City projects including but not limited to swale liner installation, drainage right-of-way maintenance, culvert replacement, utility repairs, and projects on City owned properties and right-of-ways. These quantities are approximate only and neither the minimum nor maximum values provided are guaranteed. The City does not assume any responsibility that the actual quantities furnished shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

A.2 Infestation: All Sod shall be free of any detrimental infestation (i.e. mole crickets, mold, army worms, parasites, red ants, etc.). Sod shall also be free from fungus, vermin and other diseases. Sod found to contain infestations and/or diseases prior to installation shall be rejected and replaced at the Contractor's expense. Sod found to contain infestations during the inspection following installation shall, at City's option, shall be chemically treated or replaced at Contractor's expense. The Contractor shall be responsible to arrange for chemical treatment if City selects this option. Chemical treatment or replacement shall be completed within three (3) working days of inspection.

A.3 Sod Type: Unless a particular type of sod is called for in the release of desired materials, sod shall be Bahia. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, other types of sod may be specified by the City Representative including Floratam, Centipede, or certified 419 Bermuda.

A.4 Dimensions: All sod delivered to a location shall be evenly cut and of uniform thickness and size. Acceptable sizes shall be rectangles measuring 16" x 24" or larger. Grass roots shall be adequately developed and matted, and soil containing grass shall have adequate moisture to allow sod to be handled without objectionable separation during installation. Sod shall be a minimum of 1 ¼ inches thick including a ¾ inch thick layer of roots and topsoil.

3.2. Contract Supervisor on behalf of the Contractor

Contractors are advised that they are responsible for designating a Contract Supervisor acceptable to the City for collaboration of all sod installations. Contractors will be required to list their Contract Supervisor's name and years experience with this type of work.

3.3. Specifications of Sod Installation

- ◆ **Installation:** When installation is required, installation shall be completed in the following manner:
 - i. The setting pieces shall be staggered in such a manner as to avoid continuous seams with no over lapping. Sod shall be carefully placed by hand, edge-to-edge in rows at right angles to the slope, commencing at the base of the area to be sodded and working upward. However, extremely wet areas may require flexibility in this installation method. Sod shall be applied without leaving separations or voids between pieces.
 - ii. In addition to providing an attractive finished appearance, sod will be laid in a manner which will minimize erosion.
 - iii. Contractor shall be responsible to supply a Delivery Ticket to the City Representative if material is delivered for installation by City Personnel.
 - iv. Contractor shall be responsible to supply a Notice of Performance and a Delivery Ticket to the City department supplied within two (2) hours after sod is laid, when sod is installed by Contractor's personnel. Each department will assume responsibility for watering sod after documentation is received unless the watering option is specifically requested by the City representative.

- v. Any installation quality, installation time-table, or sod quality that does not meet requirements will be addressed in writing. The City reserves the right to terminate any Contract after three (3) written statements have been issued.
- ◆ **Watering:** Watering of sodded surfaces will only be done when requested by the City. When watering is required as determined by the City, it shall be completed in the following manner:
 - I. Watering shall be done until sod is properly rooted. The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State, and local requirements. Watering frequency is at the discretion of the Contractor, the
 - II. Watering of sodded surfaces will only be completed when requested by the City representative and shall be quoted as an optional extra in the Bid Reply Sheet.
 - III. Contractor shall be responsible to replace any sod that dies as a result of not being properly maintained.
 - ◆ **Interpretation of the Approximate Quantities:** The Contractors' 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 Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.
 - ◆ **Delivery:** Contractor shall be responsible to deliver sod on pallets.
 - i. Pallets will be removed from delivering vehicle by Contractor and placed on the job site at the locations designated by each Department. Equipment, labor, and supervision necessary to insure safe and proper placement of pallets is the Contractor's responsibility.
 - ii. Releases for required material and services will be communicated to the Contractor by facsimile, email, and/or phone as materials are required. A Blanket Purchase Order will be issued and all releases will be applied to this Purchase Order. Contractor must deliver and install sod within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of a facsimile/email/phone release from the City Representative.
 - 1. When time permits, the City Representative may allow the Contractor more notice than what is stated in the preceding

paragraph. However, once a delivery requirement is communicated to the Contractor, the Contractor will be responsible to perform within the time frame specified. The Contractor must have adequate sources of supply to insure that any temporary inaccessibility of any Contractors source will not cause an interruption to delivery.

2. At any time, when inclement weather, equipment break downs or other unforeseen circumstances, cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City Representative of said circumstance as quickly as the Contractor becomes aware of the problem. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in these Specifications, but will be considered by the City when weighing appropriate action.
 3. Sod which is not delivered and/or installed within the specified time may, at the City's option, be procured from an alternate source and all costs associated with the procurement including but not limited to the cost of sod, installation and any other cost incurred by the City. In the event that untimely delivery and placement of sod results in the need for reworking and/or re-grading of the location, the contractor shall be invoiced for the cost of the time and materials incurred for the rework and/or re-grading.
 4. Upon completion of the work, all debris, pallets, etc. shall be removed from the site. Any paved areas, including driveways and streets, shall be thoroughly swept.
- ◆ **Restorations:** Restoration includes rough hand raking, supplying, and installing sod on residential or public property. Often used for the installation/repair of water and sewer lines but is not limited to utility work, any sod removed in the process must be replaced.
 - ◆ **Safety:** In addition to the requirements contained in the Contract, Contractor shall be responsible to maintain full or empty pallets and equipment in a manner which shall minimize any potential injury to the public. Empty pallets shall be removed from site in a punctual manner. Pallets, empty or loaded, shall not be place/store on occupied/developed lawns.

4. BID BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, **certified** check, **cashiers** check, bank money order, bank draft of any national or state bank, or cash, in a sum of five Hundred Dollars (\$500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Selected Bidders 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 Bidders to comply with this requirement will be cause for the rejection of the bid.

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

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation, The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until the Contract has been executed by its duly authorized and elected officers.

4.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the Municipality, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the Municipality will sustain certain damages by reason of the failure of the Bidders 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 Bidders thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. 5. INSURANCE REQUIREMENTS

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

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and

subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance 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 interest's provision as provided under the standard ISO form separation of insurer's 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.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder agrees to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110055R for the **Supply and Installation of Sod**. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents.**" Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained

and are in full force and effect. Said policies shall be specifically written to provide thirty (30) days written notice to the City prior to cancellation, non-renewal or adverse change of coverage.

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

6. ADDITIONAL INFORMATION

6.1 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 Bidders. 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 Bidders 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.

6.2 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.

6.3 Bid Information - For information concerning procedures for responding to this bid, contact Helen Quintana at (772) 871-5221 or Fax (772) 871-7337. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Helen Quintana 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 Bidders 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 DemandStar.com. The Bidders, 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. Bidders are responsible for verifying that they have received all Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

Bid Reply Sheet
E-Bid #20120055R
Supply and Installation of Sod

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

Secretary

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 DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet.

LINE NO.	DESCRIPTION	UNIT
1	Bahia Sod (furnished only)	SF
2	Bahia Sod (furnish and install)	SF
3	Certified 419 Bermuda Sod 16" x 24" (furnished only)	SF
4	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
5	Hammock Centipede Sod (furnished only)	SF
6	Hammock Centipede Sod (furnish and install)	SF
7	Floritam Sod (furnished only)	SF
8	Floritam Sod (furnish and install)	SF
9	Restoration Bahia Sod per Specification (including all labor)	SF
10	Restoration Hammock Centipede Sod per Specification (including all labor)	SF
11	Restoration Bermuda Sod per Specification (including all labor)	SF
12	Restoration Floritam Sod per Specification(including all labor)	SF
	HYDROSEED	
13	Hydro-mulch@1000 lbs/acre	SF
14	Bahia Seed @ 80 Lbs./Acre	SF
15	Cover crop (Winter-Rye) (Summer – Millet) @ 160 Lbs./Acre	SF
	BERMUDA HYDROSEED	
17	Hydro Mulch @1000 Lbs./Acre	SF
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF
	OVERSEEDING	
19	Bahia Seed@40 Lbs./Acre	SF
20	Cover Crop@80 Lbs./Acre	SF
	WATERING (OPTIONAL)	
21	Watering per Specification (per 1000 gallons)	1000

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

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

5.3 Name and address of sod farm Contractor proposes to utilize
(add additional lines as needed):

Sod Farm Self Owned: Yes _____ No _____

Name: _____

Address: _____

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: _____ Years Experience: _____

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

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

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

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

9. CERTIFICATION

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.
(seal)

*******(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 municipality 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:

**SECTION I
CONTRACT SUPERVISOR**

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor:

City Contract Administrator: Office of Management & Budget
Att: Helen Quintana, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34983
Telephone: 772-871-5221
Email: hquintana@cityofpsl.com

City Project Manager: Mike Davis, Manager, Public Works Division
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34983
Telephone: 772 871 5120
Email: mdavis@cityofpsl.com

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

Contractor agrees to supply and install sod pursuant to the specifications set forth in Bid #20120055R, with any attachments thereto (hereinafter "Specifications"). Said Specifications are incorporated herein by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall be for twenty four (24) months, commencing on _____, 2012 and terminating _____, 2014. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is to be based on the amount of material/labor furnished plus a one-time indemnification fee of \$10.00. Payments will be disbursed in the following manner: In full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

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

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

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION/INSURANCE

To the extent permitted under Florida Statutes, the Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this Contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00) which will be added to the Contract price, and paid prior to commencement of work.

The Contractor, agrees to maintain in full force and effect, at all times during the term 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 Contractor agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the 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.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be

performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

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, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120055 for Supply and Installation of Sod shall be listed as additionally insured"**. The Certificate of Insurance and policy shall unequivocally provide thirty- (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

It shall be the responsibility of the Contractor to insure 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.

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

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

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

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

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**SECTION IX
CLEANING UP**

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

**SECTION X
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XII of this Contract.

**SECTION XI
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIII ADDITIONAL REQUIREMENTS

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

SECTION XIV LICENSING

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

SECTION XV SAFETY PRECAUTIONS

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

SECTION XVI ASSIGNMENT

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

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XXI of 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 hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this Contract and shall immediately cancel all existing Contracts in so far as such Contracts are properly chargeable to this Contract. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder.

SECTION XVIII LAW AND VENUE

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

SECTION XIX REIMBURSEMENT FOR INSPECTION

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

SECTION XX APPROPRIATION APPROVAL

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

SECTION XXI RENEWAL OPTION

In the event Contractor offers in writing three months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period and the City agrees that said services are required and that the cost is

acceptable, this contract may be renewed upon the anniversary date, which shall be the commencement date of this contract, for one (1) additional twenty four (24) month terms.

**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 Specifications.

(Balance of page intentionally left blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Authorized Representative of (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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

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

Bidder's Signature

Date

STATEMENT OF NO BID

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

Bid: #20120055R

Bid Title: Supply and Installation of Sod

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____

Date: _____

CHECKLIST
Bid #20120055R
Supply and Installation of Sod

Name of Bidder: _____

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

- _____ Has uploaded E-Bid Reply Sheet (pgs 19-22) with proper signature.
- _____ Has uploaded Drug-Free Workplace Form.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Has acknowledged all Bid Addendum (if applicable).
- _____ Has uploaded Copy of Current Insurance Certificate.
- _____ MSDS in accordance with Specifications (if required)
- _____ Has reviewed the Contract and accept all City Terms and Conditions
- _____ Has completed (including the Bidder's name), and uploaded the E-Bid Reply Excel Spreadsheet #20120055R.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET