

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7d
DATE 2/27/12

Meeting Date: February 27, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: #20110053-LL – Drainage Swale Liner Maintenance

Recommended Action:

- 1). Approval to reject SB:#20110053-Drainage Swale Liner Maintenance

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

Summary Explanation/Background Information:

Bids for #20110053-LL – Drainage Swale Liner Maintenance were opened on 11/04/2011. City staff is recommending to reject the bid to allow a review of the current program, scope of work and are looking for opportunities of innovative cost savings ideas in order to give the best value to the City.

Purchase is not a replacement

Purchase was budgeted.

Director of OMB concurs with award:



City Manager concurs with award:



Department requests ___ minutes to make a presentation.

Submitted by: Cheryl Shanaberger, Office of Management and Budget, Deputy Director

Date Submitted: February 15, 2012

RECEIVED

FEB 16 2012

City Manager's Office

Meeting
 20110053-LL
 Drainage Swale Liner Maintenance
 February 13, 2012 @ 1:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	John Dunton	City of PSL	jdunton@cityofpsl.com	Ph: 772 344-4035
3.	Cher/Sharabeg	PHS		Ph: Fax:
4.	Jess Mereto	City of P.S.L. Utility	Image@cityofpsl.com	Ph: Fax:
5.	Patricia Roebing	City of PSL. Eng.	pat@cityofpsl.com	Ph: 772-871-5124 Fax: Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

Q&A Meeting
20110053-LL
Drainage Swale Liner Maintenance
February 9, 2012 @ 11:00 a.m.

Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1. Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2. Patricia Roebly	PSL Eng	patr@cityofpsl.com	Ph: 772-871-5174 Fax: 772-871-5289
3. Chris Cascia	JSM Services Inc.	ccascia@jasm-services.com	Ph: 867-537-6850 Fax: 867-537-6850
4. Anette Karl	JSM Services Inc.	akarl@jasm-services.com	Ph: 772-370-7687 Fax: 863-533-0852
5. JW Stamps Jr	JSM Services Inc	jwstamps@jasm-services.com	Ph: 813-917-6319 Fax: 863-533-6852
6. Bob [unclear]	PSL Eng		Ph: Fax:
7. Mike Elman	PSL Eng	city	Ph: Fax:
8. Vincent Hill	PSL Eng	vhill@cityofpsl.com	Ph: Fax:
9. Jesus Mervejo	PSL Utility		Ph: 772-873-6400 Fax:
10.			Ph: Fax:
11.			Ph: Fax:
12.			Ph: Fax:
13.			Ph: Fax:
14.			Ph: Fax:

CHECKLIST
Bid #20110053 - LL
Drainage Swale Liner Maintenance

Name of Bidder: JSm Services Inc

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

- Bid Reply Sheet with proper signature and notarized.
- Mailing envelope has been addressed to:
 - City of Port St. Lucie
 - Office of Management & Budget
 - 121 SW Port St. Lucie Boulevard
 - Port St. Lucie, FL 34984

Hand Delivered
- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number: 20110053-LL
 - Bid Title: Drainage Swale Liner Maintenance
 - Bid Opening Date & Time: July 8, 2011 @ 3:00pm
- Drug-Free Workplace Form
- Bid Bond
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section 5.
- Have reviewed the Contract and accept all City Terms and Conditions.
- One (1) original and two (2) copies of required documents (**NO RINGED BINDERS**).
- List of three (3) References/Projects
- List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Bid Reply Sheet
Sealed Bid #20110053-LL
Drainage Swale Liner Maintenance

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

DIVISION OF: _____

PHYSICAL ADDRESS: 414 Lk. millsite Rd. Bartow, Fl. 33830

MAILING ADDRESS: 414 Lk. millsite Rd.

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

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

CONTACT PERSON: Chris Coscia E-MAIL: CCOSCIA@JSMservicesINC.com

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

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

JAMES W. STAMPS JR.

President CHRIS COSCIA

Vice President JAMES W. STAMPS JR.

Treasurer _____

How long in present business: 16 yrs how long at present location: 4 yrs

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

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

Addendum Number	Date Issued	Add#	Date Issued
1	6/9/2011	4	10/19/11
2a	8/12/2011		
2c	9/15/2011		
3	10/5/2011		

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

Drainage Swale Liner Maintenance

BID RESPONSE:

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

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

Fixed prices per mile:

Type of Area	Est. # of miles	rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	760	5 May, July, Sept, Nov, Feb to April	3800	220.00	836'000.00
Drainage Swale	760	6 Jan, Mar, May, July, Sept, Nov, or bi- monthly	4560	200.00	912'000.00

Award is to be based on the Total Dollar Amount

Estimated time to complete one cycle of drainage Swale maintenance 60 Days

5.4 Time charges for hourly rate for work performed beyond contract requirements @ per hour
 (including vehicle, hand tools and equipment)

Hourly rate	work performed beyond contract requirements	rate per hour
		35.00

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.

5.5 Bidder proposes to use a subcontractor for Item #5.3 and/or 5.4 above:

YES _____ NO

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer	Part No.
See Equipment List (Attached)	

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

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

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

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

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

DRUG-FREE WORKPLACE FORM

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

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

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



Bidder's Signature
10/31/2011

Date

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2011

PRODUCER COMMERCIAL INS SPECIALISTS LLC 18115 Hwy 41 N #400 Lutz, FL 33549 (813) 949-0481	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED JSM SERVICES, INC. 414 LAKE MILLSITE RD. BARTOW, FL. 33830-1505	INSURER A:	SOUTHERN-OWNERS INS. CO.
	INSURER B:	AUTO-OWNERS INS. CO.
	INSURER C:	BRIDGEFIELD EMPLOYERS INS. CO.
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	964612 20733451	11-01-11	11-01-12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				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 - COMP/OP AGG \$ 2,000,000	
B		AUTOMOBILE LIABILITY	96-765-250-00	11-01-11	11-01-12	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input 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) \$	
						PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG.	\$
B		EXCESS/UMBRELLA LIABILITY	96-765-250-02	11-01-11	11-01-12	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 5,000,000	
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	830-38421	11-01-11	11-01-12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND, UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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CURRENT VEHICLE INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	GPS LOJACK	VEH/EOIP ID/SERIAL NO.	ASSET PURCHASE/LEASED #	DATE PURCHASE/LEASED	FINANCED / OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	GVW	Tag Renewal Date	Job location	Mileage	Condition	Insurance	Projected replacement year
1999 FORD F150 XCAB (87ZJGT)		1FTRX1W6XN861878	0548		TO BE SOLD				JUNE	TO BE SOLD	235464	good	yes	2010
2001 FORD F250 XCAB (87BJGT)		1FTNX20F9YED45861	0778	7/6/2001				9999	DEC	Schools	192860	good	yes	2011-2012
2000 FORD F250 XCAB (87AJGT)		1FTNX20F9YEC18947	0782					8800	DEC	Schools	240000	poor	yes	2009
2000 FORD F350 XCAB (87AJGT)		1FTSW30F4YEC93343	0795					14959	DEC	at Johns	182106	fair	yes	2010
2000 FORD F350 CREW CAB (ACN19L96)		1FTSW30F8YEC99246	0796					14959	DEC	POIK dot	305170	poor	no	2009
1997 FORD F350 utility service (868JGT)		3FEK637H3VM440816	0529	7/7/1997	TO BE SOLD			9999	DEC	TO BE SOLD	TO BE SOLD		no	TO BE SOLD
1999 FORD F350 CREW CAB (L422JK)		1FTSW30F5XEA22352	0549					9999	DEC	PARKED	177658	fair	no	?
2000 FORD F350 (889JGT)		1DFK737F21EA90579	0567	4/29/1996				14939	DEC	Schools	101374	fair	yes	?
2000 FORD F450 CREW CAB (ACN1K45)		1FDXW46F9YED23487	0792					15000	DEC	POIK dot	171274	fair	yes	2011-2012
2000 FORD F450 CREW CAB (L194JY)		1FDXW46F9YED23491	0792					15000	DEC	Schools	83718	good	yes	?
1999 FORD F550 CREW CAB (869JGW)		1FDW566FKXEA32739	05847	4/27/1998				25959	DEC	transfield	225433	fair	yes	2010-2011
2002 FORD F350 4WD (382HWJ)		1FTSX31F32EC3602	09323	3/24/2003				9900	DEC	herbicide	183479	good	yes	2010
2002 FORD F350 4WD (AB3UJT)		1FTSX31F12EC23601	09322	3/24/2003				9900	DEC	POIK dot	284278	poor	no	2010
2002 FORD F350 4WD (AB3UJT)		1FDXW46F9YED233850	09323	3/24/2003				28000	DEC	lumpike	112624	good	yes	2012
2002 FORD F450 (ARJ10)		1FDXW46F9YED233874	09323	3/24/2003				15000	DEC	alchua	116708	good	yes	2012
2002 FORD F450 (ARJ10)		1FDXW46F12EC39571	09360	3/24/2003				15000	DEC	POIK dot	102418	good	yes	2014
1996 FREIGHTLINER SEMI (L303YB)		1FDJY0YBA1H601139	05626	3/15/1997				80000	DEC	semi	367905	good	yes	?
2002 FORD F450 4DR DUMP WHITE (AB3UJZ)		1FDXW46F52EC3670	09335	6/17/2002				14939	DEC	lumpike	134447	good	yes	?
2003 FORD F450 DUMP (883HWJ)		1FDXW46F9YED39750	21474	6/17/2003				15000	DEC	st Johns	108000	good	yes	?
2003 FORD F550 4x2 crew cab (389HWJ)		1FTSW30F45ED58671	5897A	9/3/2003				9900	DEC	spare - shop	194850	good	yes	?
2004 FORD F350 4x4 Ext cab (457HWJ)		1FTSX31PX4EC19252	318YB	4/22/2004				9999	DEC	alchua s	212139	excellent	yes	?
2001 F250 4x2 Reg cab Util body (869JGT)		1FTNF20F7YED45545	0800					8800	DEC	shop service tr	192868	good	yes	?
2004 FORD F450 4x4 Reg cab Flat bed (373HWJ)		1FDX4771AEC11638	352YB	6/10/2004				26000	DEC	Schools	55530	excellent	yes	?
2004 FORD F450 4x4 Reg cab Flat bed (371HWJ)		1FDX4773AEC11639	353YB	6/10/2004				26000	DEC	Schools	52363	excellent	yes	?
2005 F350 SD REGULAR CAB (377HWJ)		1FTWFS0P05EBB8361G	282Y3	4/4/2005				10700	DEC	alchua - sj	132865	excellent	yes	?
2004 F350 SD 4DR Super Cab (362HWJ)		1FTSX30P1AEC19240	281YB	5/2/2005				9900	DEC	spare herbicide	93809	good	yes	?
2004 FORD F350 XL 4x2 (368HWJ)		1FTSX30P5AED95479	622YB	6/29/2005				9900	DEC	POIK dot	230275	good	yes	?
2004 FORD F350 SD SUPER CAB (360HWJ)		1FTSX30P5AEC19242	283YB					9900	DEC	st Johns	200001	good	yes	?
2006 CHEV SILVERADO Single Cab (281HWJ)		1GCEC14X762110476	100718					JUNE	JUNE	alchua	133435	excellent	yes	?
2003 FORD F150 4x4 (368HWJ)		1FTRX1W63NB04131	048YA	6/5/2006				14500	DEC	Schools-mac	198436	good	yes	?
2002 Isuzu 4-door landscape bed (866JGT)		JALCA143Z7002178	06938					12000	DEC	PARKED	97060	fair	no	?
2000 Chevy W4 Landscape bed (870JGT)		J88B481477007967	06086					12000	DEC	PARKED	67010	fair	no	?
2007 FORD F150 4X4 (587LA)		1FTPW14V37F851544	51544	6/27/2007	FINANCED	FORD	607.77	5999	DEC	carlie	135000		yes	?
2006 ISUZU N63 (227JNS)		JALBA16867015183	51303	7/11/2007				12000	DEC	herbicide	43359	excellent	yes	?
2000 FORD F250 PICKUP (AB4UJ9)		1FDXW46F9YED2150	852186					JUNE	JUNE	transfield	133464	good	yes	?
1994 FORD F150 (8961TJ)		1FTEX1S10RKB71581	71581					JUNE	JUNE	spare - shop	220780		yes	?
2004 FORD F250 SD 4x4 Crew Cab (T869LG)		1FTNW21F13EB10159	10159	1/6/2003				25999	DEC	AF j	271666	good	yes	?
2004 FORD F250 SUPER DUTY (X90OLN)		1FTNX20L34ED25290	25290	6/30/2004				8800	DEC	AF mark	59087	good	yes	?
2008 GMC SIERRA 2500 (D866XU)		1GTHK23D66F149140	49140	10/29/2005				25999	DEC	AF jimmy	173000	excellent	yes	?
2000 FORD F350 FLAIBED PICKUP (674JGU)		1FDAF56F9YED91009	91009	10/29/2006				25999	DEC	hills schools	137068	good	yes	?
2008 FORD F250 SD EXT CAB (698KFT)		1FTSX20F9YED10837	10837	2/22/2008	FINANCED	FORD	484.90	9200	DEC	spare - lumpike	54828	excellent	yes	?
2008 FORD F150 4x4 (808LMF)		1FTRX18L9YMC04057	04057	1/22/2008				JUNE	JUNE	spare - shop	201218		yes	?
2008 Cadillac Escalade Luxury (871WHT)		1GYE63868R166937	86937	11/17/2008				JUNE	JUNE	AF jw		excellent	yes	?
2003 FORD EXPEDITION ED B (795LMF)		1FMEU17W83LA95781	95781	1/6/2003				JUNE	JUNE	AF jw		excellent	yes	?
2008 ISUZU 1/2 ton Landscape (867JGT)		4K0B481UG28J800150	700150	3/2/2008				9900	DEC	lumpike	59664		yes	?
2008 FORD F250 SD XCAB 4x4 (864WPP)		1FTSX21F48E891496	91496	8/28/2008				10000	DEC	herbicide	38090		yes	?
2008 FORD F350 4x2 (892KKV)		1FDW36R988E89038	59038	6/7/2009	OWNED			9999	DEC	AF jim k	12836		yes	?
2010 FORD F250 SD (ABJU70)		1FTSW2BR3AEA32248	32248	11/7/2009	OWNED				DEC	AF chad	41275		yes	?
2011 GMC Sierra Denali (ALX543)		3G1P2XE21BG158633	58633	10/28/2010	FINANCED	ALLY	754.95	7000	AF jw				yes	?
2011 FORD F150 (894NVV)		1FTW1EF2BFC03158	03158	8/4/2011	FINANCED	FORD	748.04	26000	DEC	chris			yes	?
2011 GMC Sierra 2500 HD (AF29052)		1G1121C88F197943	97943	9/8/2011	FINANCED	WELLS FARGO			temp tag	AF jimmy			yes	?

JSM Services, Inc.

TRAILER INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	VEH/EQP. ID/SERIAL NO.	ASSET NO. #	DATE PURCHASED/LEASED	FINANCED / OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	PURCHASE PRICE	Tag Renewal Date	Replacement Cost	Job Location	Condition	Insurance
1998 10' SINGLE AXLE (K785IQ)	TW8112972V0A00822	M1152						JUNE	\$1,500.00	alachua		yes
2000 16' DUAL AXLE (K782IQ)	98728	M1141						JUNE	\$1,500.00	polk landscape		yes
1982 12' SINGLE AXLE (K790IQ)	NOVIN0200029115	M1135		owned				JUNE	\$1,500.00	schools tilt		yes
1986 45' 5TH WHEEL (884JGT)	FTL6024Y	M1138		owned				JUNE	\$9,500.00	polk schools		yes
1999 TRAILBOSS 32' 5TH WHEEL (L1923Y)	45QDK6325X1000129	M1143		owned				JUNE	\$18,000.00	semi shop		yes
1999 TRAILER WORLD 30' DUAL AXLE (K798IQ)	TW8020972V0A0143	M1157		owned				JUNE	\$4,500.00	suncoast slope		yes
1997 TUFNECK 20' DUAL AXLE (K783IQ)	TNT0597U00356	M1144		owned				JUNE	\$3,500.00	polk schools		yes
1998 TUFNECK 22' DUAL AXLE (941MCZ)	TNT0698F00444	M1146		owned				JUNE	\$3,500.00	Bartow		yes
1999 TUFNECK 35' GOOSENECK (866JGT)	TNT0699E00527	M1149		owned				JUNE	\$9,500.00	polk schools		yes
1996 TUFNECK 45' GOOSENECK (L871RK)	TNT0696E00278	M1140		owned				JUNE	\$10,500.00	polk schools		yes
1998 TUFNECK 22' trailer (K797IQ)	WH000000000001397	M1148		owned				JUNE	\$3,500.00	alachua		yes
1999 WHEELS 22' DUAL AXLE (M034KZ)	WH0000000000001434	M1147		owned				JUNE	\$3,500.00	st.johns		yes
1989 12' DUAL AXLE (K789IQ)	5571	M1959		owned				JUNE	\$1,500.00	polk slope		yes
2000 TUFNECK 36' GOOSENECK (885JGT)	TNT10700E00670	M1959		owned				JUNE	\$9,500.00	polk schools		yes
1998 10' SINGLE AXLE (M627QV)	NOVIN0200098789	6789		owned				JUNE	\$1,500.00	st.johns		yes
2000 WHEELS 22' (969MMZ)	WH0000000000002054			owned				JUNE	\$3,500.00	polk dot		yes
2003 Tuffneck 22' Gator trailer (970MMZ)	TNT0403U00819	63090	5/14/2003	owned				JUNE	\$3,500.00	polk dot		yes
2003 UTILITY TRAILER (K781IQ)	NOVIN0200294808	M4808		owned				JUNE	\$1,500.00	shop		yes
2000 HOMEMADE (K791Q)	NOVIN0200060225	M0225		owned				JUNE	\$1,500.00	alachua		yes
2001 WHEELS 18' UTILITY TRAILER (K793IQ)	WH0000000000002682	2424		owned				JUNE	\$1,500.00	slope spare		yes
2003 UTILITY TRAILER 16' (K794IQ)	NOVIN0200304938			owned				JUNE	\$1,500.00	veis		yes
2005 HOMEMADE (K780IQ)	NOVIN0200471215			owned	from Sarasota			JUNE	\$1,500.00	st.johns	WRECKED	NO
1982 18' trailer (K791IQ)	NOVIN0200039086	M1145		OWNED				JUNE	\$1,500.00	polk slope		yes
1998 WHEELS 18' DUAL AXLE (K786IQ)	4MND81828W1001176			OWNED				JUNE	\$1,500.00	st.johns		yes
2007 TRIPLE CROWN 16' (J351DL)	1XNU6161371021914			OWNED			1541	JUNE				yes
2008												
2007 EMERSON HAMMERHEAD 20' (L302YB)	1E9CH20257L252113		3/20/2008	OWNED			3229	JUNE		polk herb		yes
2008 EMERSON HOMBRE II 16' (K309DZ)	1E9VL16268L232051		3/20/2008	OWNED			1650	JUNE		polk herb		yes
2009												
2009 HOMEMADE (5670GB)	NOVIN0200796764			OWNED				JUNE		suncoast		yes
1995 TUFNECK 35' GOOSENECK (L872RK)	TNT1195E00246	M1139		owned			9,500.00			athletic fields	good	yes
2002 Anderson EQ7165T (W504NZ)	4YNNBN16262C008767		6/4/2002	OWNED			2,326.00			athletic fields	good	yes
2002 Rolls Rite Tilt 20' (845HWB)	1R9PT202X2M356434		5/1/2002	OWNED			4,399.00			athletic fields	good	yes
2007 Rolls Rite 14KP22DEV 16' (4891BK)	1R9PD222687M356160		7/9/2007	OWNED			4,480.00			athletic fields	excellent	yes
2007 Vintage OL824H 24' (X376TJ)	5BWUV242271000593		1/30/2007	OWNED			10,995.00			athletic fields	good	yes
2000 Transport 18' (ACN1X23)	1T9ULS1827YC452095		3/27/2000	OWNED			2,600.00			hills schools	fair	yes
1998 Travel Tow TT-10-16' (796LMF)	47NA12227WTBDV118		10/13/1998	OWNED			2,799.00			athletic fields	good	yes
2010												
2007 Rolls Rite 14KP16FE 14' (ACZC14)	1R9PF16297M356182	56182	4/20/2010	OWNED			4,195.00	JUNE		hills schools		yes
1998 Homemade 21' (981MNA)	NOVIN0200667756	67756	5/12/2010	OWNED				JUNE		Bartow		yes
2010 Homemade (567NPG)	NOVIN0200877031	77031		OWNED				JUNE		Bartow		yes
2000 Iron Dog Flatbed 20' (244NPG)	5FEHS0227YC001602	1602	7/15/2010	OWNED			2,500.00	JUNE		polk north		yes

JSM Services, Inc.

LITTER CART INVENTORY

ASSET DESCRIPTION - YEAR, MAKE & MODEL NO.	VEH/EOIP ID/SERIAL NO.	DATE PURCHASED/LEASED	FINANCED/OWNED	FINANCE COMPANY	PAYMENT / PAID IN FULL	PURCHASE PRICE	Replacement Cost	Job Location	Hours/ Miles	Condition	Insurance
2001 JOHN DEERE 4X2 GATOR	W004X2X0687135	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066972	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066973	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066974	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades	3945	SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066975	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066976	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066977	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066978	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066979	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2001 JOHN DEERE 4X2 GATOR	W004X2X066980	3/29/2001	OWNED			\$ 5,100.00	\$6,300.00	hendry glades		SCRAPPED	no
2003 JOHN DEERE 4X2 GATOR	W004X2X092514	3/17/2003	OWNED			\$ 6,166.00	\$6,300.00	parkparkway	6403	fair	YES
2003 JOHN DEERE 4X2 GATOR	W004X2X092513	3/17/2003	OWNED			\$ 6,166.00	\$6,300.00	parkparkway	7019	fair	YES
2003 JOHN DEERE 4X2 GATOR	W004X2X093992	4/29/2003	OWNED			\$ 6,166.00	\$6,300.00	hendry gla	n/a	SCRAPPED	no
2003 JOHN DEERE 4X2 GATOR	W004X2X093993	4/29/2003	OWNED			\$ 6,166.00	\$6,300.00	hendry gla	n/a	SCRAPPED	no
2003 JOHN DEERE 4X2 GATOR	W004X2X093994	4/29/2003	OWNED			\$ 6,166.00	\$6,300.00	hendry gla	n/a	SCRAPPED	no
2003 JOHN DEERE 4X2 GATOR	W004X2X093995	4/29/2003	OWNED			\$ 6,166.00	\$6,300.00	hendry gla	n/a	SCRAPPED	no
2006 JOHN DEERE 4X2 GATOR (the serial # on machine tag is wrong)	W004X2X035003		OWNED					hendry glades	n/a	fair	no
2004								hendry glades	n/a	fair	no
2004 JOHN DEERE 4X2 GATOR	W004X2X104526	5/13/2004	OWNED			\$ 6,166.00	\$6,300.00	poik		fair	YES
2004 JOHN DEERE 4X2 GATOR	W004X2X104529	5/13/2004	OWNED			\$ 6,166.00	\$6,300.00	poik		fair	YES
2004 JOHN DEERE 4X2 GATOR	W004X2X104409	5/13/2004	OWNED			\$ 6,166.00	\$6,300.00	poik		fair	YES
2005											
2005 JOHN DEERE 4X2 GATOR	W004X2X006301		OWNED				\$6,300.00	st.johns	1520	good	YES
2005 JOHN DEERE 4X2 GATOR	W004X2X006297		OWNED				\$6,300.00	st.johns	1532	good	YES
2005 JOHN DEERE 4X2 GATOR	W004X2X006298		OWNED				\$6,300.00	st.johns	1524	good	YES
2006											
2006 JOHN DEERE 4X2 GATOR	W04X2SD014488	10/6/2006	OWNED				\$5,900.00	poik	2203	good	YES
2006 JOHN DEERE 4X2 GATOR	W04X2SD014303	10/6/2006	OWNED				\$6,300.00	poik	2373	good	YES
2006 JOHN DEERE 4X2 GATOR	W04X2SD014306	10/6/2006	OWNED				\$6,300.00	poik	2497	good	YES
2007											
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016087	1/10/2007					\$6,300.00	suncoast			YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016084	1/10/2007					\$6,300.00	verts	1057	good	YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016085	1/10/2007					\$6,300.00	verts		good	YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD016086	1/10/2007					\$6,300.00	suncoast	998	good	YES
2006 JOHN DEERE 4X2 GATOR T5	W04X2SD017318						\$6,300.00	poik	1398	good	YES
2008											
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031095	4/1/2008	FINANCED	JD Credit	617.93	\$ 6,927.00		poik herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031097	4/1/2008	FINANCED	JD Credit	617.93	\$ 6,927.00		poik herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031083	4/1/2008	FINANCED	JD Credit	617.93	\$ 6,927.00		poik herb		good	YES
2008 JOHN DEERE 4X2 GATOR T5	W04X2SD031098	4/1/2008	FINANCED	JD Credit	617.93	\$ 6,927.00		poik herb		good	YES
2010											
2010 JOHN DEERE TS 4X2 GATOR	MO4X2SD051385	6/15/2010				\$ 5,905.00		poik dot - 14 and north			YES
2010 JOHN DEERE TS 4X2 GATOR	MO4X2SD051607	6/15/2010				\$ 5,905.00		poik dot - 14 and north			YES
2010 JOHN DEERE TS 4X2 GATOR	MO4X2SD051611	6/15/2010				\$ 5,905.00		poik dot - 14 and north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051733	7/8/2010				\$ 6,253.00		poik north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051730	7/8/2010				\$ 6,253.00		poik north			YES
2010 JOHN DEERE TS 4X GATOR	MO4X2SD051734	7/8/2010				\$ 6,253.00		poik north			YES

JSM Services, Inc.

2-CYCLE INVENTORY

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

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JSM Services, Inc.

414 Lake Millsite Drive, Bartow, FL 33830

as Principal, hereinafter called the Principal, and Westfield Insurance Company

1 Park Circle, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie

121 SW Port St. Lucie Blvd., Bldg A - Suite 390, Port St. Lucie, FL 34984

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

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

WHEREAS, the Principal has submitted a bid for Drainage Swale Liner Maintenance; 20110053-LL

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 materials 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 26th day of October, 2011

Rhonda Pennybacker
(Witness)

JSM Services, Inc.
(Principal) (Seal)
By: J.W. Stamps Jr. President
(Title)

Jennifer Spurway
(Witness)

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

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

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

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

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.

By: **Richard L. Kinnaid, Jr., National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



William J. Kahelin

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **October** A.D., **2011**.



Frank A. Carrino

Frank A. Carrino, Secretary

4 NOV PM 12:59 005

RECEIVED

DSM Services Inc

414 Lk Millside Rd

Baerhus, WI 53830

Bid # 20110053-LL

Drainage Sewer Lines Maintenance

Bid opening Nov 4th, 2011 @ 3:00pm

2nd Request

Drainage Swale Liner Maintenance

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

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

Bid/RFP Number: 20110053-LL

Title: Drainage Swale Liner Maintenance

Bidder/Respondent: JSM Services Inc.

Reference: ICA

Fax #: 817-599-9274

Email: ddewitt@ica-onramp.com Telephone #: 813-478-3767

Person to contact: DARREN DEWITT

1.1 million per yr.

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Large Machine Mowing
LandScape Maintenance

Was the project completed on time and within budget? Yes

What was the project completion date? 12/31/10

How many projects has this vendor completed for you within the past 5 years? 13

What problems were encountered (claims)? None JSM is easy to work with

How many change orders were requested by this Contractor? None

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

Professionalism 9
Qualifications 10
Budget Control 9

Final Product 9
Cooperation 10
Reliability 10

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only
Reference Checked

Scaled Bid #20110053

2nd Request

Drainage Swale Liner Maintenance

COPY

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

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

Bid/RFP Number: 20110053-LL

Title: Drainage Swale Liner Maintenance

Bidder/Respondent: JSM Services INC.

Reference: Polk County School Board (ARAMARK) Fax #: 863-519-3792

Email: dodgson-doug@aramark.com Telephone #: 863-534-0652

Person to contact: Doug Dodgson

190,000 Per Year

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Completes large area mowing for the District. Follows monthly schedule.

Was the project completed on time and within budget? Yes - Fixed Cost

What was the project completion date? 22 mowing Per Year as scheduled in contract

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

JSM has a 15 year relationship with ARAMARK and 25+ years with Polk County Schools

What problems were encountered (claims)?

NONE

How many change orders were requested by this Contractor?

NONE

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

Professionalism	<u>10</u>	Final Product	<u>8</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No

Maybe

Comments: Final Product Issue are a result of number of Mowings in the contract. If an issue arises - JSM works with ARAMARK to resolve any issue

Scaled Bid #20110053

Doug Dodgson

For OMB Use Only	
Reference Checked	

Please call if you have further questions (863)534-0721

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000026982

Entity Name: JSM SERVICES, INC.

FILED
Feb 28, 2011
Secretary of State

Current Principal Place of Business:

414 LAKE MILLSITE RD.
BARTOW, FL 33830

New Principal Place of Business:

Current Mailing Address:

P.O. BOX 897
LUTZ, FL 33548

New Mailing Address:

FEI Number: 59-3444761 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

STAMPS, J W JR
505 BROOKTREE COURT
LUTZ, FL 33548 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: PRES
Name: STAMPS, J W JR
Address: 505 BROOKTREE CT
City-St-Zip: LUTZ, FL 33548

Title: VP
Name: COSCIA, CHRISTOPHER P
Address: 414 LAKE MILLSITE RD
City-St-Zip: BARTOW, FL 33830 US

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other, like empowered:

SIGNATURE: JAMES W. STAMPS, JR

PRES

02/28/2011

_____ Electronic Signature of Signing Officer or Director

_____ Date

Drainage Swale Liner Maintenance

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>JSM Services INC.</u>	
Reference: <u>Lee County Parks + Recreations</u>	Fax #: <u>239-485-2302</u>
Email: <u>Btice@Leegov.com</u>	Telephone #: <u>239-707-3621</u>
Person to contact: <u>Bob Tice</u>	
<u>1.2 million Per year</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Athletic TURF - MAINTENANCE AND RECONSTRUCTION, 225 ACRES.

Was the project completed on time and within budget? Yes

What was the project completion date? Yes

How many projects has this vendor completed for you within the past 5 years? (MANY RE-CONSTRUCTION PROJECTS)

What problems were encountered (claims)? NO ANNUAL TURF MAINT. CONTRACT.

How many change orders were requested by this Contractor? NONE 12 YEARS

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

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

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

Comments:

Thank you. Bob Tice
Bob Tice
Turf Management Coordinator

For OMB Use Only	
Reference Checked	

Sealed Bid #20110053

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>JSM Services INC.</u>	
Reference: <u>Lee County Parks + Recreations</u>	Fax #: <u>239-485-2302</u>
Email: <u>Btice@Lee.gov.com</u>	Telephone #: <u>239-707-3621</u>
Person to contact: <u>Bob Tice</u>	
<u>1.2 million per year</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 11/14/2011 09:17
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	11/14 09:17
FAX NO./NAME	912394852302
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

4 NOV PM 12:59 005

RECEIVED

JSM Services Inc.
414 Lk. Millside Rd.

Baton Rouge, LA 70803

Bid # 20110053-LL

Drainage Sewer Line Maintenance

Bid opening: Nov. 4th, 2011 @ 3:00pm

ORIGINAL

**CITY OF PORT ST. LUCIE
DRAINAGE SWALE LINER MAINTENANCE**

BID #: 20110053-LL

DUE: NOVEMBER 4, 2011 @ 3:00 PM



SUBMITTED BY:

UNDERWATER ENGINEERING SERVICES, INC.

3306 ENTERPRISE ROAD ◀▶ FORT PIERCE, FLORIDA 34982

772-337-3116

Bid Reply Sheet
Sealed Bid #20110053-LL
Drainage Swale Liner Maintenance

1. **COMPANY NAME:** Underwater Engineering Services, Inc.
DIVISION OF: _____
PHYSICAL ADDRESS: 3306 Enterprise Road, Fort Pierce, Florida 34982
MAILING ADDRESS: 3306 Enterprise Road
CITY, STATE, ZIP CODE: Fort Pierce, Florida 34982
TELEPHONE NUMBER: (772) 337-3116 FAX NO. (772) 337-0294
CONTACT PERSON: David Lickliter E-MAIL: dlickliter@uesi.com

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

Is the firm incorporated? Yes--No If yes, in what state? Florida
Steve Greenman
President
Dean Reynolds
Vice President
Mike Buoncore
Treasurer

How long in present business: 27 years how long at present location: 2 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? no

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

Addendum Number	Date Issued	
1	6/09/11	3 - 10/05/11
2	8/12/11	4 - 10/19/11
2c	9/15/11	

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

Drainage Swale Liner Maintenance

BID RESPONSE:

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

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

Fixed prices per mile:

Type of Area	Est. # of miles	rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	760	5 May, July, Sept, Nov, Feb to April	3800	\$251.20	\$954,560.00
Drainage Swale	760	6 Jan, Mar, May, July, Sept, Nov, or bi- monthly	4560	\$251.20	\$1,145,472.00

Award is to be based on the Total Dollar Amount

Estimated time to complete one cycle of drainage Swale maintenance two months

5.4 Time charges for hourly rate for work performed beyond contract requirements @ per hour
(including vehicle, hand tools and equipment)

Hourly rate	work performed beyond contract requirements	rate per hour
		\$180.20

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.

Drainage Swale Liner Maintenance

5.5 Bidder proposes to use a subcontractor for Item #5.3 and/or 5.4 above:

YES _____ NO X

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer Part No.

see attached Equipment List

Call
772
204-4640

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

Company Name Contact Name Telephone Number

see attached Past Performances

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.

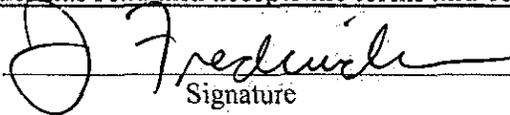
7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed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

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


Signature

VP Construction Operations
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)

CHECKLIST
Bid #20110053 - LL
Drainage Swale Liner Maintenance

Name of Bidder: Underwater Engineering Services, Inc.

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

- Bid Reply Sheet with proper signature and notarized.

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

- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number: 20110053-LL
 - Bid Title: Drainage Swale Liner Maintenance
 - Bid Opening Date & Time: July 8, 2011 @ 3:00pm

- Drug-Free Workplace Form
- Bid Bond
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section 5
- Have reviewed the Contract and accept all City Terms and Conditions
- One (1) original and two (2) copies of required documents (**NO RINGED BINDERS**)
- List of three (3) References/Projects
- List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies
Principal Bond Office

70 Pine Street, New York, NY 10270

BID BOND
(AIA 310)

KNOW ALL MEN BY THESE PRESENTS:

That Underwater Engineering Services, Inc., as Principal, and The Insurance Company of the State of Pennsylvania as Surety are held and firmly bound unto City of Port St. Lucie - Swale as Obligee, in the sum of 5 % Dollars (), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

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, sealed and dated Novemeber 2, 2011

Jana Spicer
(Witness)

J. Fredrick (Principal) (Seal)
By: VP Construction Operations (Title)

The Insurance Company of the State of Pennsylvania
(Seal)

By: Robert E. Staples
Robert E. Staples, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

Robert E. Staples, Haywood L. Willis Jr., Sierra D. Signorelli of Philadelphia, Pennsylvania
Lana Keppel of New York, New York

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

This power of attorney shall remain in full force and effect until the expiration date above-referenced.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

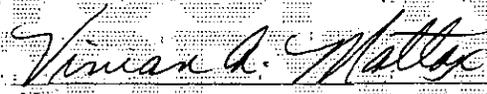
This 27th day of September, 2011



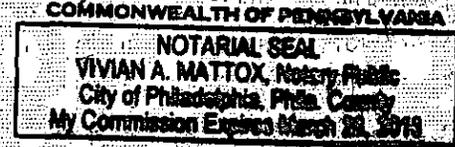
Robert E. Staples, Vice President

STATE OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)ss.

On this 27th day of September, 2011 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.



Notary



CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 2nd day of November, 2011



Denis Butkovic, Secretary

POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at www.chartisinsurance.com/producercompensation or by calling 1-800-706-3102.

The Insurance Company of the State of Pennsylvania

Executive Offices
175 Water Street
New York, NY 10038

STATUTORY FINANCIAL STATEMENT

as of DECEMBER 31, 2010

<u>ASSETS</u>		<u>LIABILITIES</u>	
Bonds.....	\$ 1,801,808,866	Reserve for Losses and Loss Expense	\$ 1,870,339,008
Stocks.....	1,272,582,772	Reserve for Unearned Premiums.....	394,277,280
Collateral Loans.....	-	Reserve for Expenses, Taxes, Licenses and Fees.....	31,392,959
Cash & Short-Term Investments.....	87,246,757	Provision for Reinsurance	13,355,227
Agents' Balances or Uncollected Premiums...	314,757,108	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers	5,758,838	Treaties	18,324,176
Reinsurance Recoverable on Loss Payments:	54,764,123	Other Liabilities.....	243,103,465
Equities & Deposits in Pools & Associations.	75,212,320	TOTAL LIABILITIES.....	2,570,782,115
Other Admitted Assets	<u>1,229,587,823</u>	Capital Stock.....	5,005,500
		Surplus	<u>2,085,920,992</u>
TOTAL ASSETS	\$ 4,641,718,807	TOTAL POLICYHOLDERS' SURPLUS	2,070,926,492
		TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS	\$ 4,641,718,607

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$788,350,828 in the above statement are deposited as required by law or otherwise pledged.

CERTIFICATE

John Q. Doyle, President, and Gregory J. Giardiello, Comptroller, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2010, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2010, according to the best of their information, knowledge and belief respectively.

John Q. Doyle

President

Gregory J. Giardiello

Comptroller

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.:

On this 17 day of April 2011, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.

31077 (3/03)

John K. Schild
JOHN K. SCHILD
Notary Public, State of New York
No. 01SC5053075
Qualified in Kings County
Commission Expires Dec. 11, 2013

South Florida Water Management District C-41A Canal Bank Stabilization



Erosion Control - Turf Reinforcement Mats



Client/Owner: South Florida Water Management District
Project Location: Okeechobee, Florida

UESI developed unique non-traditional construction means to facilitate the installation of 4.69 miles of turf reinforcement mat to the prescribed elevations and locations without compromising design standards. This project requires moving sand on site to provide fill for damaged canal banks. This project included work topside using heavy equipment and underwater using commercial diving teams, all working in unison. Work elements above and below water include placement of 2,952,000 square feet of turf fabric and placement of 218,700 anchoring devices. The project is currently 90% completed, running on time and budget. It is scheduled for completion in 2012.

Completion Date: January 2012

Type of Contract: Lump Sum

Contact: Howard "Buff" Searcy (561)242-5520 x. 4215

Construction Cost: 0-\$50,000 \$51,000-\$100,000 \$101,000 - \$500,000
 \$501,000-\$1,000,000 Over \$1,000,000

UESI Job Number: COM2010255

South Florida Water Management District C-41A Canal Bank Stabilization



Erosion Control - Turf Reinforcement Mats

City of Kissimmee

West City & Airport Ditch Repair



Erosion Control – Turf Reinforcement

Client/Owner: City of Kissimmee

Project Location: N. Emory Avenue, Kissimmee, Florida

UESI was selected as the prime contractor for this fast track project for repairs to the West City Ditch. Work elements included clearing and grubbing, grading and embankment, placement of articulating block, installation of turf reinforcement mat, installation of drainage pipe extensions, sodding and restoration of ditch. At Airport Ditch UESI utilized molded and supported HDPE pipe to conform to Elliptical Concrete pipe for slip lining and grouting of failing culverts under the access road. Articulating concrete block was then installed from top of bank to top of bank to prevent any erosion issues in the future. The West City project presented numerous difficulties for installation. The project was only accessible from the East side of the ditch. UESI utilized long reach excavators and multiple cranes, up to a 60 ton, to provide the embankment, grading and placement of Rip-Rap on the west side. Articulating concrete block mats were placed around all drainage pipes and approaches to bridges. Turf Reinforcement mat was placed and anchored using 2' pins, 3'-6'-9'-12' percussion anchors. Sod was placed over the mat and watered to establish. The timeframe for construction was established through a federal grant which stipulated completion on or by October 28th. UESI completed the project October 25th and ahead of schedule.

Completion Date: October 2010

Type of Contract: Sealed Bid

Contact: Larry Clough (407)518-2277

Construction Cost: 0-\$50,000 \$51,000-\$100,000 \$101,000 - \$500,000
 \$501,000-\$1,000,000 Over \$1,000,000

UESI Job Number: COM2010231

City of Kissimmee West City & Airport Ditch Repair



Erosion Control – Turf Reinforcement

City of Kissimmee West City & Airport Ditch Repair



Erosion Control – Turf Reinforcement

Florida Power & Light, Saint Lucie Nuclear Power Plant Canal Revetment Project



Erosion Control Project- Articulating Block Mat Placement

Client/Owner: Florida Power & Light

Project Location: Jensen Beach, FL

Due to the 2004 & 2005 storm season, the St. Lucie Plant Intake and Discharge Canals experienced erosion of the embankments. UESI was selected as the design build contractor based on our technical proposal. The repair involves restoration of the canal embankments with a mixture of 57 stone and coarse sand. Use of a cutterhead / Suction dredge to reach project design depth. Two geotextile fabric layers sandwich a drainage layer of stone. An Articulated Concrete Block (ACB) Mat follows to armor the canal. A grout filled fabric mat is being utilized in areas of no crane access. Due to the geometry of the 30' deep canals 65% of the project is underwater. UESI crews began placing mats on December 21, 2007 and the project was completed in September of 2010 6 months ahead of schedule .

Completion Date: September 2010

Type of Contract:: Proposal / Negotiated, Lump Sum

Contact:: Ed Belizar: (772)467- 7096

Construction Cost: 0-\$50,000 \$51,000-\$100,000 \$101,000 - \$500,000
 \$501,000-\$1,000,000 \$1,000,000- \$50,000,000 over \$50,000,000

UESI Job Number: COM2007222/PO # 00104334

Subcontracted work: Engineering, Subgrade preparation, Dredging



Underwater Mat Placement & Grading



Working on 90° Bend



ACB Mat Placement

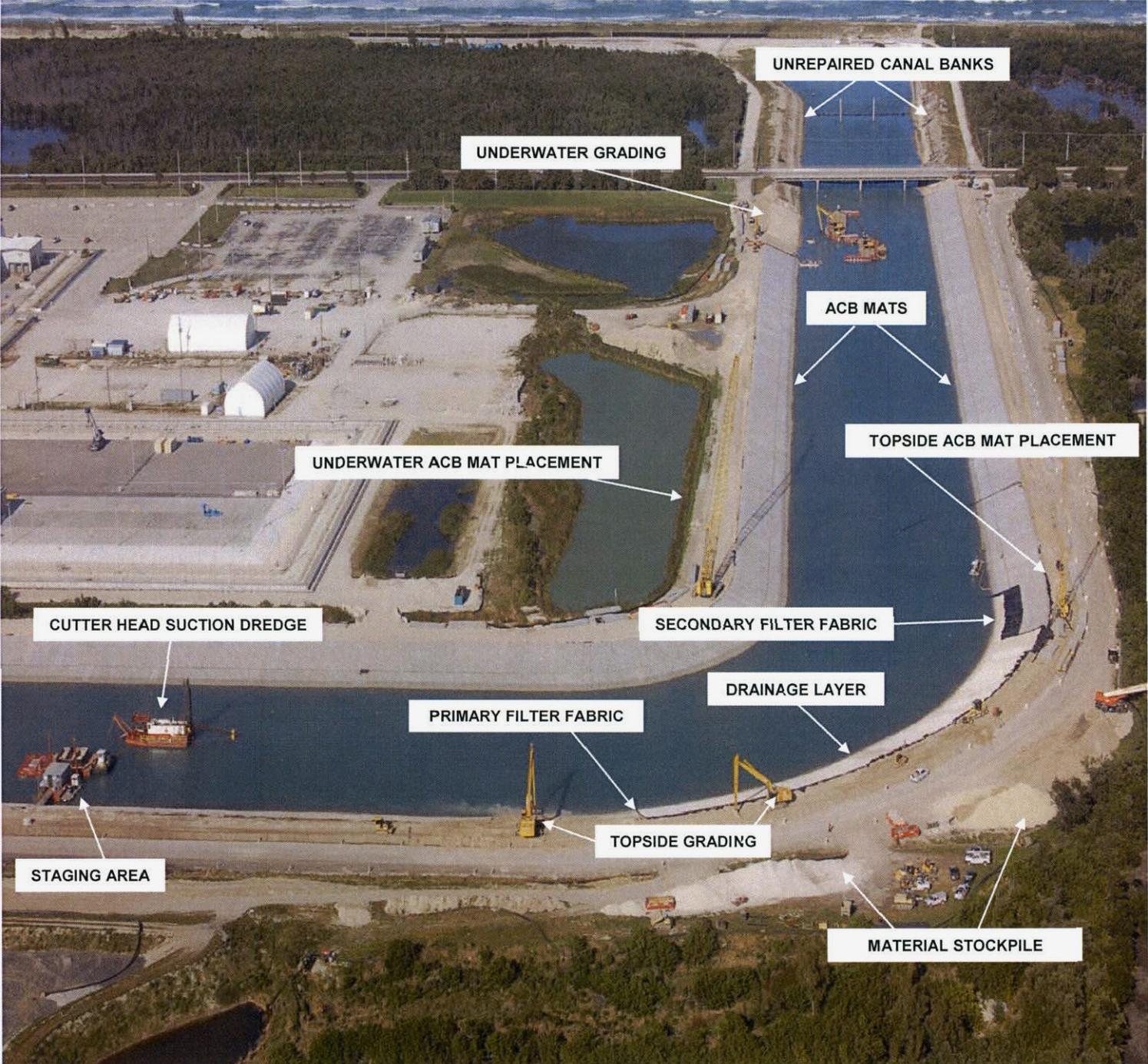


ACB Mats & Underwater Grading



Grading, Drainage Layer, & ACB Mat Placement

AERIAL PICTURE MARCH 30, 2008 – INTAKE CANAL UNPROTECTED AREA



Underwater Engineering Services, Inc. Contractors Equipment Schedule				
#	Description	Value	Add/Del	Comments
1	2003 3600 PSI Breathing Air Bottles (31 @ \$100 ea.)	\$3,300.00	Eff. Inception	
2	2003 Quincy 325 w/ Hatz Diesel	\$4,400.00	Eff. Inception	
3	2004 Quincy 325 w/ Kohler Gas	\$4,400.00	Eff. Inception	369483
4	2003 Quincy 325 w/ Yanmar Diesel	\$4,400.00	Eff. Inception	393235
5	2004 Quincy 325 w/ Yanmar Diesel	\$4,400.00	Eff. Inception	421019
6	Atlas Copco w/ Yanmar Diesel	\$4,400.00	Eff. Inception	Comp/NAIW 044465
7	2003 185 CMF Ingersol Rand	\$8,000.00	Eff. Inception	
8	CAT 236 Skid Loader	\$36,000.00	Eff. Inception	
9	2003 1062 Desco Pot (mud)	\$2,770.00	Eff. Inception	
10	2003 735 Desco Pot (mud)	\$2,770.00	Eff. Inception	
11	2004 860 Desco Pot (mud) turned into double	\$2,770.00	Eff. Inception	
12	2003 5333 Superlite- 17A	\$3,250.00	Eff. Inception	
13	2004 2146 Superlite- 17B	\$3,250.00	Eff. Inception	
14	2003 660 Desco Pot (mud)	\$2,770.00	Eff. Inception	
15	2004 1605/1615 Superlite-17B (2@3250)	\$6,500.00	Eff. Inception	81959
16	2004 Desco Single Exhaust (4@\$2770)	\$11,080.00	Eff. Inception	686/729/732/663
17	2004 Hot Water Machine Landa Blue	\$2,250.00	Eff. Inception	48891
18	2004 HS-3000 Landa Hot Water Machine	\$2,250.00	Eff. Inception	PO997-1662
19	2004 HS-3000 Landa Hot Water Machine	\$2,250.00	Eff. Inception	PO997-1660
20	2004 Hot Water Machine Portable Aqua Air	\$1,500.00	Eff. Inception	
21	2004 Hot Water Unit (Oragne Alcota)	\$3,000.00	Eff. Inception	164560
22	2003 Hot Water Unit	\$3,000.00	Eff. Inception	
23	2003 Hydraulic Machine Model.1317G	\$3,500.00	Eff. Inception	126
24	2003 Hydraulic Machine Vanguard Model 350447	\$3,500.00	Eff. Inception	4848
25	2005 6" Thompson Hydraulic Power Unit	\$31,695.00	Eff. Inception	179BT101250634051 05-036
26	2005 Mecco Hydraulic Unit	\$7,543.00	Eff. Inception	
27	2004 DCH-1 Decompression Chamber	\$7,000.00	Eff. Inception	
28	2004 DCG-1 Decompression Chmaber Gauge 0-225FT	\$200.00	Eff. Inception	
29	2004 DCG-2 Decompression Chamber Gauge 0-225 FT	\$200.00	Eff. Inception	
30	2005 Shed, 10'x18'	\$4,800.00	Eff. Inception	05-221
31	2004 Dive Test Tank	\$15,000.00	Eff. Inception	
32	2005 Thompson 6" Hydraulic Power Unit	\$33,497.00	Eff. Inception	05-036
33	2005 Cemen Tech Concrete Dispenser	\$31,000.00	Eff. Inception	05-249
34	2003 Graco Injection Pump (222-791)	\$4,000.00	Eff. Inception	
35	2003 Graco Injection Pump (207-647)	\$3,500.00	Eff. Inception	
36	2004 Generator, XQ-20 Cat Trailer Mounted	\$14,500.00	Eff. Inception	16MPF07154D036897
37	2008 Kawasaki Utility Vehicle Mdl. KAF950E8F	\$10,709.00	Eff. Inception	JK1AFDE178B500660
38	2004 Pneumatic Hammer & Palfinger Knuckle Crane PK3800	\$15,000.00	Eff. Inception	
39	2006 HPR LT&RVCR (GPS)	\$17,000.00	Eff. Inception	3844170
40	Hand Prime Jet Pump	\$24,000.00	Eff. Inception	4HH-EM18-3-RD
41	Hiperlite+Rover System (include: Hiperlit+, L1/L2, Radio Modem option 1/Hiperlite+ Add Glonass RTK 5HZ, L1/L2/Glonass Rover Rod,2M	Included in #40	Eff. Inception	
42	Composite Hard Case	\$18,500.00	Eff. Inception	
43	Poseidon p-56 HP Hydraulic Winch (2 @ \$75,000)	\$150,000.00	Eff. Inception	
44	Pins (284 @ \$175)	\$49,700.00	Eff. Inception	
45	40' Spuds (6 @ \$5,800)	\$34,800.00	Eff. Inception	
46	Spud Wells (6 @ \$4,400)	\$26,400.00	Eff. Inception	
47	Load Locker	\$2,250.00	Eff. Inception	
48	Compressor Pkg 50HP Hatz Engine 60 Gal Vol tank	\$27,600.00	Eff. Inception	51018
49	2005 Taylor Machine Model T300M 1 C Pneumatic Counterbalance Lift	\$119,000.00	Eff. Inception	ID No:L030DP035 Serial:32634
50	2008 Kawasaki Model: KAF400A7F	\$8,308.00	Eff. Inception	JK1AFEA167B534247
51	2008 Kawasaki Model: KAF400A8F	\$8,810.00	Eff. Inception	JK1AFEA158B539103
52	Poseidon Barge Pusher	\$63,000.00	Eff. Inception	HBP102
53	Compressor Quincy Electric 325E	\$7,059.00	Eff. Inception	
54	(1) CATERPILAR SKID STEER LOADER W/78IN GP BUCKET- (1) CATERPILAR GRAPPLE 72IN RAKE CATERPILLAR FORKS PALLET - MODEL-279C- SERIAL #MBTOO270	\$70,418.00	Eff. Inception	
55	(1) CATERPILAR EXCAVATOR W/HYD THUMB, MAN PIN GRABBER COUPLER, 30IN HEAVY DUTY BUCKET, 60IN DITCH BUCKET-MODEL 308DCR * SERIAL #GBT00251	\$112,400.00	Eff. Inception	
56	2003 Caterpillar Model DP40KLD Diesel 9,000 Capacity IC Pneumatic Tire Forklift	\$20,500.00	Eff. Inception	Serial # AT19C50263
57	1998 Crown Reach Model RR5020-45 Forklift	\$11,500.00	Eff. Inception	Serial #1A190524
58	(2) Compressor, Quincy, Pkg Electric Motor Framed 450 Volt 3 Phase	\$16,780.00	Eff. Inception	09-028
59	Hatz Quincy 325 Air Compressor	\$8,800.00	Eff. Inception	FPL-021A
60	Bobcat 250	\$3,554.00	Eff. Inception	FPL-027Q
61	OTC - 1.5AL air cooled chiller	\$7,435.00	Eff. Inception	FPL-165
62	OTC - 1.5AL air cooled chiller	\$7,435.00	Eff. Inception	
63	pressure vessel	\$161,600.00	Eff. Inception	FPL-173

64	pressure control system	\$24,800.00	Eff. Inception	FPL-174
65	stairway / platform	\$6,160.00	Eff. Inception	FPL-175
66	sand water filtration system	\$16,200.00	Eff. Inception	FPL-176
67	cartridge/water filtration system	\$6,800.00	Eff. Inception	
68	inside ladder	\$1,094.00	Eff. Inception	FPL-178
69	lights with controls	\$5,835.00	Eff. Inception	FPL-179
70	intercom system	\$8,580.00	Eff. Inception	FPL-180
71	Air filtering system	\$14,640.00	Eff. Inception	FPL-181
72	barcode inventory system	\$11,240.00	Eff. Inception	FPL-186
73	1970 MILITARY MS 18 TRACTOR ACCUM: SVEA9V31 /LOC A#FTIGR8175 / FED CC: H7 / DEMIL:Q	\$3,500.00	Eff. Inception	DTJD: W8 I 2TW82950603A AND - NSN: 2320000508984/FPL202
74	1970 MILITARY MS 18 TRACTOR ACCUM: SVEA9V31 /LOC FTIGR8442 / FED CC: H7 / DEMIL: Q	\$3,500.00	Eff. Inception	DTJD: W8 I 2TW82900557A AND - NSN: 2320000508984/FPL202
75	(1) CAVIBLASTER MODEL 2022-U POWER UNIT	\$39,500.00	Eff. Inception	FPL-208
76	(2) 4-PART 1500' OMBILICAL W/VIDEO CABLE / PART # CDHT028, CHD, 1029/ SER # 2929/#2931	\$28,470.00	Eff. Inception	FPL-050W
77	(1) 2002 BAUER K-15 COMPRESSOR/KB9523 / 81/290/7/02	\$10,500.00	Eff. Inception	FPL-218
78	(1) 325-10HC-DS SERIES SKIDDED MULTI BLASTER/VIN#1G9BA1522AH385048	\$105,350.00	Eff. Inception	FPL-194B
79	(1) TANDEM AXLE TRAILER WITH TONGUE, HITCH, FENDERS & JACK	\$5,713.00	Eff. Inception	FPL-194B
80	(1) 3433169 ADAPTER 1"NPT MALE X 1/2"NPTM	\$175.00	Eff. Inception	FPL-194B
81	(1) 77800018 FLOW DIVIDER VALVE ASSY (DUAL GUN)	\$2,931.00	Eff. Inception	FPL-194B
82	(20) 6122054050 HOSE, 1/2"NPTM X50 FT. RUBBER	\$6,899.00	Eff. Inception	FPL-194B
83	(20) 77516001 COUPLING ASSY. QD 1/2"NPT	\$1,686.00	Eff. Inception	FPL-194B
84	(2) 3102115005 ZERO THRUST HAND GUN USHG, 1/2"	\$2,548.00	Eff. Inception	FPL-194B
85	(20) 77112064 1/4" MEG-8 (.067), NOZZLE, STRAIGHT	\$196.00	Eff. Inception	FPL-194B
86	(6) 2233062 O-RING	\$3.00	Eff. Inception	FPL-194B
87	(6) 2233074 O-RING	\$3.00	Eff. Inception	FPL-194B
88	(6) 2233075 BACK UP RING	\$2.00	Eff. Inception	FPL-194B
89	(4) 3132001150 RUPTURE DISC	\$51.00	Eff. Inception	FPL-194B
90	(1) 77800030 F.C.V. REPAIR KIT	\$100.00	Eff. Inception	FPL-194B
91	(3) 2577004 VALVE SPRING	\$17.00	Eff. Inception	FPL-194B
92	(6) 2233073 BACK UP RING	\$3.00	Eff. Inception	FPL-194B
93	(6) 2217001 DISCHARGE VALVE O-RING	\$3.00	Eff. Inception	FPL-194B
94	(3) 7077207 DISCHARGE VALVE SEAT	\$111.00	Eff. Inception	FPL-194B
95	(6) 7075320 DISCHARGE VALVE	\$204.00	Eff. Inception	FPL-194B
96	(3) 2520004 O-RING	\$19.00	Eff. Inception	FPL-194B
97	(3) 7020016506 PLUNGER	\$841.00	Eff. Inception	FPL-194B
98	(3) 707712400 THROAT BUSHING	\$165.00	Eff. Inception	FPL-194B
99	(3) 7080101400 LANTERN RING	\$143.00	Eff. Inception	FPL-194B
100	(3) 7080100400 FRONT PACKING RING	\$103.00	Eff. Inception	FPL-194B
101	(6) 2280109 PACKING SET	\$129.00	Eff. Inception	FPL-194B
102	(2) 2213005 SHIM SET	\$75.00	Eff. Inception	FPL-194B
103	(3) 2213003 O-RING	\$4.00	Eff. Inception	FPL-194B
104	(2) 2213001 OIL SEAL	\$83.00	Eff. Inception	FPL-194B
105	(2) 2213002 DIAPHRAGM SEAL PLACE	\$40.00	Eff. Inception	FPL-194B
106	(2) 25HP WOLVERINE HYDRAULIC UNITS/UES#CHP1007-SER#1001 / UES#CHP1008-SER#1003	\$10,400.00	Eff. Inception	FPL-131D
107	(1) LIGHTWEIGHT BASKET STRETCHER/STEEL#NS252-26753	\$239.00	Eff. Inception	PO#10-291
108	(1) FLOATATION COLLAR FOR BASKET / #NS-JSA303	\$365.00	Eff. Inception	PO#10-291
109	(1) COMFORT PAD FOR STRETCHER/#NS-JSA302	\$68.00	Eff. Inception	PO#10-291
110	(1) WOLVERINE POTABLE DIESEL POWER PACK/SER#1008/UES#CPH1009	\$9,400.00	Eff. Inception	FPL-131G
111	1996 PORT COMPRESSOR - VIN#265024	\$11,950.00	Eff. Inception	
112	(1) HONDA 2007 MOTOR	\$4,982.00	Eff. Inception	
113	MOTOR CONTROLS	\$1,705.00	Eff. Inception	
114	2010 EG5000XK1A HONDA GENERATOR/SERIAL #EA7-4151521	\$1,599.00	Eff. Inception	FPL-071J
115	2007 YARD TRACTOR - VIN#4LMBB21167L018578	\$52,692.00	Eff. Inception	FPL-125A
116	1998 SKYTRAK 10054 S/N #8001/TELESCOPIC 4X4 REACH FORKLIFT (1) 54" DOUBLE-LOCK DECOMPRESSION CHAMBER S/N 545814 (2) O2 OVERBOARD DUMP BIB MASKA, (2) PNEUMO GAUGES, (1) MATTRESS, (1) 5120 KLUBOTA AIR COMPRESSOR PKG UNIT S/N 6150	\$21,500.00	Eff. Inception	PO#C10-514
117	2010 MINI-EXCAVATOR MODEL/305C CRLS/SN#HWJ04715	\$38,000.00	Eff. Inception	PO#C10-702
118	2010 MINI-EXCAVATOR MODEL/305C CRLS/SN#HWJ04715	\$57,462.00	Eff. Inception	PO#C10-874
119	2010 MINI-EXCAVATOR MODEL/305C CRLS/SN#HWJ04716	\$57,462.00	Eff. Inception	PO#C10-874
120	2010 JOHN DEERE 644K FOUR WHEEL DRIVE LOADER SN#1D9544KZRA06312387 WITH QUICK COUPLER, 3-YD QC BUCKET, 90"X60" QC FORKS & 105"RAKE	\$160,250.00	Eff. Inception	PO#C10-931
121	2011 KAWASAKI MODEL: KAF95UGBF (GREEN) WITH WINDSHIELD/KAF401-008, AND SOFT TOPI KAF4-007B/VIN#JK1AFDG11BB504423	\$12,236.00	Eff. Inception	PO#C10-946
122	2011 EZGO GOLF CART/GRN/MODEL ST SPORT II/S/N#2730850	\$5,750.00	Eff. Inception	PO#C11-131
123	2010 JOHN DEERE 240 DLC HYD EXCAVATOR S/N #1FF240DXTA0606317 WITH JEWELL 65' DIAMOND SERIES EXTREME SVC LONG REACH BOOM	\$274,300.00	Eff. Inception	PO#C10-931
124	2011 EZGO GOLF CART/BLK/MODEL ST SPORT 2+2/SN#2745975	\$7,110.00	Eff. Inception	PO#C11-131
125	2011 PORTABLE AIR COMPRESSOR, S/N#100352/MODEL: PE4024R044523/ WITH 11' RUBBER HOSES, #HOSR7B034X50END	\$13,400.00	Eff. Inception	PO#C11-363
126	2010 CAT COMPACT LOADER MODEL 906H-CWL GP BUCKET/SN#SDH01221/WITH FORKS & CARRIAGE	\$68,500.00	Eff. Inception	PO#C11-478
127	2011 CUTOFF SAW, 420, 14", SN#173276714	\$925.00	Eff. Inception	PO#C11-498
128	2007 (3010 MULE) KAWASAKI S/N#519787/VIN#JK1AFCJ1117B519787	\$6,000.00	Eff. Inception	PO#C11-479

129	2007 (3010 MULE) KAWASAKI S/N#517018/VIN#JK1AFEA157B517018	\$5,000.00	Eff. Inception	PO#C11-479
130	2007 (3010 MULE) KAWASAKI S/N#518383/VIN#JK1AFCJ157B518383	\$6,000.00	Eff. Inception	PO#C11-479
131	2005 PUTZMEISTER TRL/VIN#140601349	\$34,000.00	Eff. Inception	
132	2011.CUTOFF SAW, TS420, S/N#173277333 WITH 14 X .118X1-20 VH-5.BLADE	\$1,185.00	Eff. Inception	PO#C11-598
133	(2) 40' SPUDS S/N#SP411 & S/N#SP412 - \$6,747.20 EACH	\$13,494.00	Eff. Inception	PO#C11-627
134	(2) P2 POCKETS - S/N#P2PAFL105 & P2PAML106 - \$6,573.45 EACH	\$13,147.00	Eff. Inception	PO#C11-627
135	2004 JOHN DEER 250D WATER TANK S/N#200929 WITH SELF LOADER	152,000.00	Eff. Inception	PO#C11-767
136	2011.CATERPILLAR 336EL-HYD EXCAVATOR DCA1/SN#BZY00190, ENGINE SN#MME00670 / WITH LONG REACH STICK AND BOOM	\$399,846.00	Eff. Inception	PO#C11-702
137	2002 THOMPSON PUMP /VIN#1T9BT11172P634276	\$23,500.00	Eff. Inception	
138	CAC0713 - CON AIR COMPRESSOR QUINCY #13	\$7,300.00	Eff. Inception	
139	CAC0714 - CON AIR COMPRESSOR QUINCY 5120 #14	\$18,000.00	Eff. Inception	
140	CAC0715 - CON AIR COMPRESSOR QUINCY #15	\$7,300.00	Eff. Inception	
141	CAC0916 - CON AIR COMPRESSOR QUINCY #16	\$7,300.00	Eff. Inception	
142	CAC0917 - CON AIR COMPRESSOR QUINCY #17	\$7,300.00	Eff. Inception	
143	CAC1018 - CON AIR COMPRESSOR QUINCY 325 #18	\$7,300.00	Eff. Inception	
144	CAC1019 - CON AIR COMPRESSOR QUINCY 325 #19	\$7,300.00	Eff. Inception	
145	CAC1020 - CON AIR COMPRESSOR QUINCY 5120 E #20	\$18,000.00	Eff. Inception	
146	CAC1121 - CON AIR COMPRESSOR QUINCY 325 #21	\$7,300.00	Eff. Inception	
147	CAC1122 - CON AIR COMPRESSOR QUINCY 325 #22	\$7,300.00	Eff. Inception	
148	CAC1123 - CON AIR COMPRESSOR QUINCY 325 #23	\$7,300.00	Eff. Inception	
149	CAC1124 - CON AIR COMPRESSOR QUINCY 325 #24	\$7,300.00	Eff. Inception	
150	CACT1002 - CON TOOL AIR COMPRESSOR ROL-AIR #2	\$1,180.00	Eff. Inception	
151	CACT1103 - CON TOOL AIR COMPRESSOR KAESER #3	\$1,200.00	Eff. Inception	
152	CACT9801 - CON TOOL AIR COMPRESSOR #1	\$1,200.00	Eff. Inception	
153	CAC0021 - CON AIR COMPRESSOR 5120 #21	\$18,000.00	Eff. Inception	
154	CCOM02 - CON CUT-OFF MACHINE STIHL #2	\$925.00	Eff. Inception	
155	CCOM03 - CON CUT-OFF MACHINE STIHL #3	\$925.00	Eff. Inception	
156	CCOM04 - CON CUT-OFF MACHINE STIHL #4	\$925.00	Eff. Inception	
157	CG1006 - CON GENERATOR HONDA #6	\$1,599.00	Eff. Inception	
158	CG1008 - CON GENERATOR HONDA #8	\$1,703.00	Eff. Inception	
159	CG1109 - CON GENERATOR WACKER #9	\$1,679.00	Eff. Inception	
160	CG1110 - CON GENERATOR WACKER #10	\$1,679.00	Eff. Inception	
161	CG1111 - CON GENERATOR WACKER #11	\$1,679.00	Eff. Inception	
162	CG1112 - CON GENERATOR HONDA #12	\$1,788.00	Eff. Inception	
163	CG1113 - CON GENERATOR HONDA #13	\$1,788.00	Eff. Inception	
164	CHPC02 - CON HP COMPRESSOR MAKO #2	\$18,000.00	Eff. Inception	
165	CHSW01 - CON HYDRAULIC SAW WOLVERINE 20" #1	\$3,248.00	Eff. Inception	
166	CHSW02 - CON HYDRAULIC SAW WOLVERINE 16" #2	\$2,650.00	Eff. Inception	
167	CHSW03 - CON HYDRAULIC SAW WOLVERINE 20" #3	\$2,899.00	Eff. Inception	
168	CHSW04 - CON HYDRAULIC SAW WOLVERINE 24" #4	\$2,999.00	Eff. Inception	
169	CI0801 - CON INVERTER #1	\$2,100.00	Eff. Inception	
170	CI0902 - CON INVERTER #2	\$2,100.00	Eff. Inception	
171	CI0903 - CON INVERTER #3	\$2,100.00	Eff. Inception	
172	CI0904 - CON INVERTER #4	\$2,100.00	Eff. Inception	
173	CJP1009 - CON JET PUMP HALE 300 #9	\$6,057.00	Eff. Inception	
174	CJP1010 - CON JET PUMP HALE 300 #10	\$6,057.00	Eff. Inception	
175	CJP1011 - CON JET PUMP HALE 400 #11	\$6,057.00	Eff. Inception	
176	CJP1012 - CON JET PUMP HALE 400 #12	\$6,057.00	Eff. Inception	
177	CJP1113 - CON JET PUMP GODWIN GX390 #13	\$3,500.00	Eff. Inception	
178	CJP1114 - CON JET PUMP GODWIN GX390 #14	\$3,500.00	Eff. Inception	
179	CPW06 - CON PRESSURE WASHER HONDA #6	\$3,795.00	Eff. Inception	
180	CPW27 - CON PRESSURE WASHER HONDA #7	\$3,795.00	Eff. Inception	
181	CPW1109 - CON PRESSURE WASHER HONDA #9	\$3,389.00	Eff. Inception	
182	CPW1110 - CON PRESSURE WASHER HONDA #10	\$3,389.00	Eff. Inception	
183	CPW1111 - CON PRESSURE WASHER HONDA #11	\$3,389.00	Eff. Inception	
184	CPW1112 - CON PRESSURE WASHER HONDA #12	\$3,389.00	Eff. Inception	
185	CVRR01 - CON VIDEO RAY ROV AND CONTROL UNIT #1	\$10,495.00	Eff. Inception	
186	CVRR02 - CON VIDEO RAY ROV UNIT #2	\$10,495.00	Eff. Inception	
187	CVRRC02 - CON VIDEO RAY ROV CONTROLLER #2	\$10,495.00	Eff. Inception	
188	CVS01 - CON VIDEO SYSTEM #1	\$5,500.00	Eff. Inception	
189	CVS02 - CON VIDEO SYSTEM #2	\$5,500.00	Eff. Inception	
190	CVS03 - CON VIDEO SYSTEM #3	\$5,473.00	Eff. Inception	
191	CVS04 - CON VIDEO SYSTEM #4	\$5,500.00	Eff. Inception	
192	CVS05 - CON VIDEO SYSTEM #5	\$5,500.00	Eff. Inception	
193	CWC01 - CON COMPACTOR WACKER #1	\$2,333.00	Eff. Inception	
194	CWC02 - CON COMPACTOR WACKER #2	\$2,333.00	Eff. Inception	
195	CWC03 - CON COMPACTOR WACKER #3	\$4,395.00	Eff. Inception	
196	CWC04 - CON COMPACTOR WACKER #4	\$4,395.00	Eff. Inception	
197	CWJJ01 - CON JUMPING JACK WACKER #1	\$3,082.00	Eff. Inception	
198	SXS07001 - EZ-GO GOLF CART #1	\$5,700.00	Eff. Inception	
199	SXS07002 - EZ-GO GOLF CART #2	\$5,700.00	Eff. Inception	
200	SXS07003 - EZ-GO GOLF CART #3	\$5,700.00	Eff. Inception	
201	SXS07006 - EZ-GO WORKHORSE #6	\$5,000.00	Eff. Inception	
202	TRLC02 - TRAILER CONSTRUCTION GATORTRAIL #2	\$2,480.00	Eff. Inception	

203	TRLC12 - SULLIVAN D185 AIR COMPRESSOR #12	\$13,400.00	Eff. Inception	
204	TRLC13 - SULLIVAN D185 AIR COMPRESSOR #13	\$13,400.00	Eff. Inception	
205	1999 MANTIS HYDRAULIC CRAWLER CRANE / MODEL 14010, SN#140113	\$265,000.00	Eff. Inception	PO#C11-825
206	2011 PORTABLE AIR COMPRESSOR VIN#WKAON0755B4191175 with (10) CP Hose S#1159	\$13,045.00	ADD 09/02/2011	PO#C11-1060
207	2011 MWI 10" Well Point Pump S#9014	\$42,133.00	ADD 10/6/2011	PO#C11-1042
208	2011 MWI 8" Well Point Pump S#9010	\$36,489.00	ADD 10/6/2011	PO#C11-1042
209	Well Point Pump Accessories UESI #CWPPA01	\$7,251.00	ADD 10/6/2011	PO#C11-1042
210	Well Point Pump Accessories UESI #CWPPA02	\$7,251.00	ADD 10/6/2011	PO#C11-1042
	TOTAL	\$3,782,244.00		

211	2000 GROVE HYDRAULIC ROUGH TERRAIN CRANE/MODEL RT760E/SN#221948	\$153,500.00	ADD 10/28/2011	PO#C11-1263
212	MAIN 110FT. BOOM FOR RT760E GROVE CRANE	\$60,000.00	ADD 10/28/2011	PO#C11-1264
213	OFFSETABLE JIB 32-56 FT FOR RT760E GROVE CRANE	\$40,000.00	ADD 10/28/2011	PO#C11-1265
214	EXTRACTION TRIPOD	\$1,818.00	ADD 10/28/2011	FPL-0279

VESSEL SCHEDULE

HULL COVERAGE										PROTECTION & INDEMNITY COVERAGE				
YEAR	GROSS TON	GROSS TONS	MATERIAL OF HULL	TYPE OF PROPULSION & H.P.	TYPE OF VESSEL	VIN #	LENGTH & BEAM	DATE OF LAST DRYDOCK	DESIRED AMOUNT OF INSURANCE	TYPE OF CARGO CARRIED	NO. CREW (EXCL. OWNER)	MAX NO. OF PASSENGERS (CERT. BY U.S.C.G.)	LIBERTY OF VESSELS & CARGO IN TOW DESIRED	DESIRED AMOUNT OF INSURANCE
2008	5.0	11000	ALUM	HONDA, 235HP	ARMSTRON 30' CATMARAN		30' X 11'	2011	\$205,000.00	RELATED TO DIVE OPS	5	8		1M
2007	0.75	1650	FBRGL	MERC, 75HP	PALM BEACH MUS BOAT		17' X 6'	2011	\$19,167.00	PEOPLE	2	5		1M
2007	0.94	2064	FBRGL	HONDA, 50HP	A&M BOAT		8' X 28'	2011	\$19,798.00	RELATED TO DIVE OPS	5	8		1M
2007	0.94	2064	FBRGL	HONDA, 50HP	A&M BOAT		8' X 28'	2011	\$19,798.00	RELATED TO DIVE OPS	5	8		1M
2005	1.23	2714	FBRGL	HONDA, 90HP	PONTON BARGE/BOAT		30' X 10'	2011	\$22,000.00	RELATED TO DIVE OPS	5	10		1M
2004	3.9	8500	ALUM	YAMAHA, 70HP	HOMEMADE VESSEL/RED BARGE		10' X 24'	2011	\$30,000.00	RELATED TO EQUIP	5	10		1M
2003	0.94	2064	FBRGL	HONDA, 50HP	PONTON BARGE/BOAT		28' X 8'	2011	\$20,000.00	RELATED TO DIVE OPS	5	8		1M
2002	1.14	2512	FBRGL	SUZUKI, 70HP	PONTON BARGE/BOAT		28' X 8'	2011	\$19,000.00	RELATED TO DIVE OPS	5	8		1M
2002	1.23	2714	FBRGL	HONDA, 90HP	PONTON BARGE/BOAT		30' X 10'	2011	\$22,000.00	RELATED TO DIVE OPS	5	10		1M
2001	0.94	2064	FBRGL	HONDA, 50HP	FBR PONTON BOAT		8' X 28'	2011	\$16,000.00	RELATED TO DIVE OPS	5	8		1M
1996	0.14	300	ALUM	N/A	PLR BOAT/JOHN BOAT		17' X 5'	2011	\$7,500.00	RELATED TO EQUIP	2	5		1M
2009	0.77	1700	ALUM		ALUMS TRL	4EHAS28359S007022			\$5,080.00	RELATED TO EQUIP				1M
2009	0.77	1700	ALUM		ALUMS TRL	4EHAS28359S007023			\$5,080.00	RELATED TO EQUIP				1M
2009	0.77	1700	ALUM		ALUMS TRL	4EHAS28359S007024			\$5,080.00	RELATED TO EQUIP				1M
2009	1.06	2340	ALUM		TRIAXLE TRL	4EHAS303X9S006838			\$8,000.00	RELATED TO EQUIP				1M
2009	1.3	2860	ALUM		FLOAT-ON TRL	40YBF3329F000045			\$10,000.00	RELATED TO EQUIP				1M
2008	0.9	2000	ALUM		ROAD KING TRL	5MUBB28288F011482			\$4,571.96	RELATED TO EQUIP				1M
2008	0.9	2000	ALUM		ROAD KING TRL	5MUBB28288F011483			\$4,571.96	RELATED TO EQUIP				1M
2007	1.36	2995	ALUM		MUS TRL	1M5BU191871E31545			\$1,000.00	RELATED TO EQUIP				1M
2005	1.08	2390	ALUM		(RED BARGE)	4EHAS24395S005498			\$10,000.00	RELATED TO EQUIP				1M
2003	0.23	500	ALUM		JOHN BOAT CONT. TRL	1ZJBA18133M014916			\$1,095.00	RELATED TO EQUIP				1M
2006	3.9	8500	ALUM	MERC, 115HP	ASPT BARGE	FLZBR957E606	75' X 10'	2011	\$20,000.00	RELATED TO EQUIP	5	10		1M
2006	0.73	1600	ALUM		WITH ROCKET TRAILER	4YBAB26236F001254			\$1,000.00	RELATED TO EQUIP				1M
2011	12	26455	STEEL		POSEIDON 40'X10'X5' P2 BARGE				\$46,471.70	RELATED TO EQUIP	N/A	N/A		1M
2011	6.5	14330	STEEL		POSEIDON 20'X10'X5' P2 BARGE				27,937.80	RELATED TO EQUIP	N/A	N/A		1M
2011	6.5	14330	STEEL		POSEIDON 20'X10'X5' P2 BARGE				\$27,937.80	RELATED TO EQUIP	N/A	N/A		1M
2011	3.25	7165	STEEL		P2 RAKE 10'X10'X5'				\$17,255.70	RELATED TO EQUIP	N/A	N/A		1M
2011	3.25	7165	STEEL		P2 RAKE 10'X19'X5'				\$17,255.70	RELATED TO EQUIP	N/A	N/A		1M
2007	12	26455	STEEL		(19) POSEIDON 1 BARGES		40'X10'X5'		\$674,509.00	RELATED TO EQUIP	N/A	N/A		1M
2007	3.5	7716	STEEL		(3) RAKES POSEIDON-1		10'X10'X5'		\$42,000.00	RELATED TO EQUIP	N/A	N/A		1M
2007	6.5	14330	STEEL		(4) POSEIDON 1 BARGES		20'X10'X5'		\$96,000.00	RELATED TO EQUIP	N/A	N/A		1M
2005	12	26455	STEEL		POSEIDON BARGE		40'X40'X5'		\$32,300.00	RELATED TO EQUIP	N/A	N/A		1M

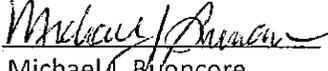


Underwater Engineering Services, Inc.

At a meeting of the Board of Directors of Underwater Engineering Services, Inc., at which all the Directors were present or waived notice, it was

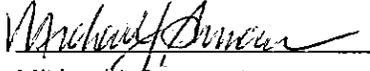
VOTED, Joseph Frederickson, Vice President of Construction Operations, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: 
Michael J. Buoncore
Secretary / Treasurer

Place of Business:
Underwater Engineering Services, Inc.
3306 Enterprise Road
Fort Pierce, Florida 34982
August 22, 2011

I hereby certify that I am the Secretary / Treasurer of Underwater Engineering Services, Inc. and that Robert Walcheski is the duly elected Vice President of Construction Operations of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Michael J. Buoncore
Secretary / Treasurer

Company Seal



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

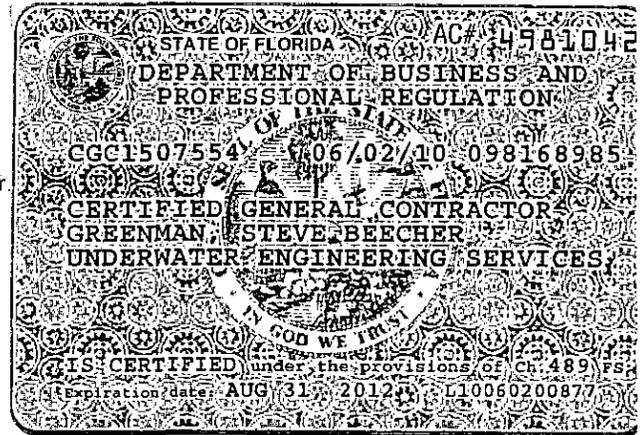
(850) 487-1395

GREENMAN, STEVE BEECHER
UNDERWATER ENGINEERING SERVICES INC
1326 3306 ENTERPRISE AROAD
FORT PIERCE FL 34982

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

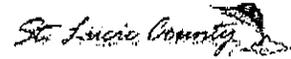
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



DETACH HERE

AC 4981042 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L10060200877
DATE BATCH NUMBER LICENSE NBR 06/02/2010 098168985 CGC1507554
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489, FS Expiration date: AUG 31, 2012
GREENMAN, STEVE BEECHER UNDERWATER ENGINEERING SERVICES INC 1326 3306 ENTERPRISE AROAD FORT PIERCE FL 34982
CHARLIE CRIST GOVERNOR CHARLIE LIEM INTERIM SECRETARY
DISPLAY AS REQUIRED BY LAW

County Certification Number: 25895



Building & Code Regulation Division
2300 Virginia Avenue
Ft Pierce, FL 34982
Phone: (772) 462-1673 Fax: (772) 462-1148
http://www.stlucieco.org/public_works/contract_licen.htm
<http://airs.stcfl.vetrol.com/AIRSwab.php>

Issued To: **JOSEPH FREDERICKSON**
UNDERWATER ENGINEERING SERVICES INC

3306 ENTERPRISE RD STE 203
PORT ST LUCIE, FL 34982

Class Code: Marine
License Type: County Certificate

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

Effective Date: 10/21/2009

Expiration Date: 9/30/2012

Wallet Contractor ID Card

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

St. Lucie County
CONTRACTOR
IDENTIFICATION CARD



County Certification Number: 25895

Class Code: Marine

This is to certify that JOSEPH FREDERICKSON DBA
UNDERWATER ENGINEERING SERVICES INC has been issued a
County Certificate in St. Lucie County, beginning on 10/21/2009 and
ending on 09/30/2012, unless license is revoked.

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

Authorized Licensing Official

No. 12-00022847

CITY OF FORT PIERCE BUSINESS TAX RECEIPT

2011 - 2012

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-460-2200 ext 371 or 372

BUSINESS

NAME UNDERWATER ENGINEERING SERVICE: UNDERWATER ENGINEERING
PRINCIPAL

MAILING ADDRESS 3306 ENTERPRISE RD STE 100 LOCATION 3306 ENTERPRISE RD 100

FT PIERCE FL 34982 PHONE 337-3116

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 067 CONTRACTORS, GENERAL OR SPECIALTY
COMMERCIAL UNDERWATER CONSTRUCTION

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED SEPTEMBER 02 2011

Cassandra Steele (SEAL)
CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt does not allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	\$	115.50
NEW / RENEWAL FEE	\$	5.00
PENALTY	\$.00
TOTAL	\$	120.50

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 10

TYPE OF BUSINESS 7399 PROFESSIONAL MISC (CONSULTING ENGINEER)

BUSINESS/ Underwater Engineering Services Inc

DBA NAME

MAILING ADDRESS Underwater Engineering Services Inc
3306 Enterprise Rd #100
Fort Pierce, FL 34982

BUSINESS LOCATION 3306 Enterprise Rd #100
Fort Pierce, FL 34982

City of Fort Pierce



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

NONEXEMPT

Paid 08/01/2011 27.55

0019-20110801-002895

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

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

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

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

Local Business Taxes are subject to change according to law.

Underwater Engineering Services Inc
3306 Enterprise Rd #100
Fort Pierce, FL 34982

State of Florida

Department of State

I certify from the records of this office that UNDERWATER ENGINEERING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1984.

The document number of this corporation is G96204.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 4, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2011



Jennifer Kennedy
Secretary of State

Authentication ID: 800189437898-010511-G96204

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2011

PRODUCER Phone: 516-869-8666 Fax: 516-465-7279
 GENATT ASSOCIATES, INC.
 3333 NEW HYDE PARK RD
 SUITE 400.
 NEW HYDE PARK NY 11042

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

INSURED
 UNDERWATER ENGINEERING SERVICES, INC.
 3306 ENTERPRISE ROAD
 SUITE 203
 FORT PIERCE FL 34982

INSURERS AFFORDING COVERAGE	NAIC #
INSURERA: Great American Insurance Compa	
INSURERB: Commerce & Industry Insurance	19410
INSURERC: Underwriters at Lloyds	15792
INSURERD: Lloyd's Syndicate 1861	
INSURERE: Crum & Forster Insurance	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	OMH8915785	3/28/2011	2/28/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
E	AUTOMOBILE LIABILITY <input checked="" 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	133-730195-4	10/14/2010	12/14/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 AUTO ONLY: EAACC \$ AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000	MUS331024111	3/28/2011	2/28/2012	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1615975	2/28/2011	2/28/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER MARITIME	PG003940A	4/18/2011	2/28/2012	\$1,000,000 LIMIT CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 (F) HULL POLLUTION - WATER QUALITY INSURANCE SYNDICATE POLICY#43-52105 8/31/11-2/28/12 \$1,000,000 LIMIT
 AGCS MARINE INSURANCE COMPANY
 (G) P&I/HULL LIABILITY - NORTHERN ASSURANCE CO. OF AMERICA POLICY#N5JH02212 08/31/11-2/28/12 \$1,000,000 LIMIT
 US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A
 (H) INLAND MARINE - ALLIANZ INSURANCE COMPANY POLICY#MXI93034882 8/31/11-2/28/13 \$500,000 FOR LEASED/RENTED EQUIPMENT
 \$1,000 DEDUCTIBLE

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE ONLY * * * * *	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Leslie R. Howard</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AN OPEN LETTER TO ALL EMPLOYEES OF

Underwater Engineering Services, Inc.

Drug and alcohol abuse affects everyone, regardless of age, profession, ethnic, and educational background. The use of illegal drugs, abuse of alcohol and prescription medications has entered the workplace at an alarming rate. Some consequences include:

- Increased absenteeism, tardiness, and work-related injuries;
- Decreased productivity and poor job performance;
- Theft
- Relationship problems between co-workers and our clients.

The time has come for all of us to recognize that substance abuse is a problem in this state and country. You may not personally abuse drugs; but tolerance of such abuse enables it to flourish. We believe use of illegal drugs and abuse of prescription drugs and alcohol endangers the health and safety of the abusers, their family, friends and co-workers.

Underwater Engineering Services, Inc. has adopted a Standard of Conduct that formally states that **substance abuse will not be tolerated**. The prohibition includes, but is not limited to; the possession, manufacture, use, transport, sale, or attempt to sell illegal drugs and the irresponsible use of alcohol. We are committed to creating a **DRUG FREE WORKPLACE**, without jeopardizing our valued employees' job security.

NEW HIRES-APPLICANTS

Effective immediately, all new hires will be subject to mandatory pre-employment drug testing.

Our company has the right to ensure a safe working environment and to employ a staff that is free from the effects of substance abuse.

DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result, he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the

circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under Florida Administration Codes 59A-24 listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

<u>Table of Positive Drug Levels In Urine</u>					
<u>Drug to Be Tested For:</u>					
<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>	<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>
Alcohol (blood)	.04 g/dL	.04 g/dL	Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml			

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and may also forfeit unemployment benefits, under Florida law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and will also forfeit unemployment benefits under Florida law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except

in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information.
 - b. The signature of the person authorizing release.
 - c. The purpose of the disclosure.
 - d. The duration of the consent.
 - e. The precise information to be disclosed.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
 4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge

or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact:

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot-line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users.

State of Florida:

Operation Par (Par Outpatient Counseling) 10901-C Roosevelt Boulevard, Suite 1000 St. Petersburg, Florida 33716 (813) 577-5812	Sarasota Memorial Hospital 1700 S. Tamiami Trail Sarasota, Florida 34239-3555 (813) 953-1783	Southwest Fl. Addiction Services 2101 McGregor Blvd. Fort Myers, Florida 33901 (813) 337-4411
Tri-County Addictions Rehabilitation 1831 N. Crystal Lake Drive Lakeland, Florida 33803 (813) 667-0333	Tampa Metro Treatment Center 5202 East Busch Blvd. Tampa, Florida 33617 (813) 980-3260	Alcohol & Drug Abuse (S.D.A.P) 451 Riverside Drive Stuart, Florida 34994 (407) 286-8933
Central Fl. Substance Abuse 1048 A. Dixon Blvd. Cocoa, Florida 32922 (407) 631-4578	Columbia Lawnwood Pavillion 1870 North Lawnwood Circle Fort Pierce, Florida 34950 (561) 466-1500	Savannas Hospital 2550 S.E. Walton Road Port St. Lucie, Florida 34952 (561) 335-0400
Charter Counseling Center of Brooksville 12120 Cortez Blvd. Brooksville, Florida 34613 (352) 596-4420	Center for Life Enrichment 11820 Beach Blvd. Jacksonville, Florida (904) 642-6680	Charter Woods Counseling Center 700 W. 23 rd . Street, Suite 54 Panama City, Florida 32405 (904) 769-3252
Care Center for Mental Health 1205 4 th . Street Key West, Florida 33040 (305) 292-6843	Transitions 1928 N.E. 154 th . Street N. Miami Beach, Florida 33162 (800) 626-1980	Beachcomber 4493 N. Ocean Blvd. Delray Beach, Florida 33483 (561) 734-1818
Fort Lauderdale Hospital 1601 East Las Olas Blvd. Fort Lauderdale, Florida 33301 (954) 463-4321	Mental Health Assoc. of Central Fl. 608 Mariposta Street Orlando, Florida 32801 (407) 843-1563	Lake Wales Drug Awareness Council P.O. Box 7432 Lake Wales, Florida 33859-2432 (813) 676-1949
Life Stress Behavioral Center P.O. Box 491000 Leesburg, Florida 34719-1000 (352).787-9178	Bowling Green Treatment Center 2727 Capital Medical Blvd. Tallahassee, Florida 32301 (904) 877-7790 / (800) 243-9007	Columbia Behavioral Health Center 3130 S.W. 27 th . Avenue Ocala, Florida 32674 (352) 237-7293

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse.

Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire- it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP 's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book*. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem: **Do You:**

***lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing? *feel easily frustrated? *find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings**

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous**. An AA group is as close as your phone book. *Alcohol* is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.**

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**

***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". *Cocaine* is also used in a free-base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most

dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**

***impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration. mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other**

Effects:

***impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses**

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

EMPLOYMENT ACKNOWLEDGMENT AGREEMENT

I hereby acknowledge that I have received this company's Drug Free Workplace Handbook, which includes the company Drug Free Workplace policy, employee assistance information, a listing of drugs being tested for, common over-the-counter medications which may alter a drug test and educational material on substance abuse. I have also been given the opportunity to voluntarily complete a Medication Disclosure Form.

I freely and voluntarily agree and realize that as part of my employment, I may be subjected to future drug and/or alcohol screens for post-accident, reasonable suspicion, routine fitness-for-duty, return to work, follow-up, and/or random testing at the company's discretion. I understand that a refusal to submit to a blood, urinalysis, hair and/or breath test will result in immediate termination from employment. I understand that a tampered or an adulterated drug and/or alcohol specimen will be considered a refusal to test, resulting in immediate termination. I understand that a confirmed positive drug and/or alcohol test will result in immediate termination of employment, but if I am able to successfully complete substance abuse treatment at my expense, and if a job is still available, I may be given one chance to be rehired, upon a negative return to work drug and/or alcohol test. I understand that I will be subject to the company rehabilitation agreement and I will undergo random follow-up drug and/or alcohol tests for a period of 2 years. I understand that a confirmed positive drug and/or alcohol follow-up test or any violation of the rehabilitation agreement will result in termination of employment.

I agree to voluntarily submit to a blood, urinalysis and/or breath test for drug or alcohol use as part of my ongoing employment, and I release my employer from any liability resulting from my participation in such a screening. I understand that if I am injured during the course and scope of my employment and I test positive for the presence of alcohol and/or drugs, I may forfeit my eligibility for medical and indemnity benefits under Florida's workers' compensation law (Florida Statutes 440.101, 440.102). I also understand that a refusal to test under this circumstance will automatically result in forfeiture of my eligibility for medical and indemnity benefits and immediate termination from employment. I understand that a confirmed positive drug and/or alcohol test, a tampered with or an adulterated specimen or a refusal to test may result in forfeiture of unemployment benefits under Florida law.

I hereby give my consent to release the results of my blood urinalysis and/or breath test to the person(s) or department(s) or the specified agent of my employer, including my employer's Workers' Compensation Insurance Company, for the purpose of determining the presence of alcohol and/or other drugs in my body for the duration of my employment. By signing this form, I hereby release to the Company and/or Company's Medical Review Officer the results of the test(s) to which I have consented. I further authorize the Company to discuss the results with medical personnel/physician collecting the specimen, the testing facility, its directors, officers, agents, and employees responsible for administering the aforementioned test(s) or evaluating the results thereof and any of them herein. I also authorize the Company to discuss the results with its legal advisors and to use the test results as a defense to any legal action to which I am a party. I further release any testing facility or any physicians who have tested me from any liability arising from a release of any and all results, written reports, medical records, and data concerning my test(s) to the appropriate Employer officials. I agree to have the results released to the Company and/or the Company's Medical Review Officer.

I also understand that the Drug-Free Workplace policy and related documents are not intended to constitute a contract between this employer and myself.

As an employee, I understand and agree to abide by this company's Drug Free Workplace policy, under Florida statute 440.101 and 440.102, and have received a written 60-day notification of this program, if applicable.

Employee Signature

Print Name

Date

As a job applicant, I freely and voluntarily agree to a urinalysis drug screen as part of my application for employment and I understand that a refusal to test, a positive confirmed drug test or a tampered with or an adulterated specimen will disqualify me from employment, even if I have started work pending the results of the drug test. I understand I am still completing the application process and will not officially be an employee until the company receives a negative pre-employment drug test result. If I am employed by this company, I understand and agree to abide by this company's Drug Free Workplace policy, under Florida statute 440.101 and 440.102, as stated above.

Applicant Signature

Print Name

Date

Second Chance

DRUG - FREE WORKPLACE ACT, SELF QUIZ

Circle the best answer or answers to each of the following questions:

1. By Florida Law, what percentage of the company must be drug-free?
 - a. 25%
 - b. 50%
 - c. 75%
 - d. 100%

2. If a drug test result is positive, the results are available to?
 - a. state agency, employer, employee.
 - b. anyone that asks.
 - c. family members.

3. Sedatives cause users to?
 - a. rush around wildly.
 - b. hallucinate
 - c. slow down mental process.
 - d. feel like they have additional strength.

4. Which is a drug?
 - a. Cocaine
 - b. Alcohol
 - c. Marijuana
 - d. A & C only
 - e. all of the above

5. Once you agree to work for a drug-free company:
 - a. you must stop using all illegal drugs immediately.
 - b. your company will offer help in finding treatment for your drug problem.
 - c. you cannot possess, manufacture or sell drugs on company property.
 - d. all of the above.

6. Getting high on Sunday has no effect on work on Monday morning at 8:00?
 - a. True
 - b. False

7. Drinking till 3:00 A.M. will have no effect on work at 8:00 A.M. that day?
 - a. True
 - b. False

8. Working next to someone on drugs increases your risk of injury?
 - a. True
 - b. False

9. It is only a Supervisors responsibility to report drug use in the workplace?
 - a. True
 - b. False

10. A State of Florida drug-free workplace program requires random testing?
 - a. True
 - b. False

Employee Name _____ / /
(Print) (Sign) (Date)



NOTIFICATION OF POSITIVE TEST RESULTS

Dear (Employee or Applicant Name);

This letter is being given to you pursuant to the Company's Drug-Free Workplace Policy. The purpose of this letter is to inform you that the results of your recent drug test were positive. The company will provide you with a copy of the test results upon your request. Please be advised that you have (5) working days from your receipt of this letter to submit information to the Medical Review Officer explaining or contesting the test results. Please review your copy of the Company's Drug-Free Workplace Policy for a more detailed explanation of your rights and the procedures you are required to follow should you decide to contest the validity of the test results. If you require an additional copy of the policy, please contact the Company's Director of Human Resources. Pursuant to the Drug-Free Workplace Policy, you are hereby _____. (Additionally, you have forfeited your rights to receive medical and indemnity benefits under Florida's Worker's Compensation Act).

Sincerely,

Company's Signature

REHABILITATION AGREEMENT

Company Name: _____

Date: ____ / ____ / ____ **Location:** _____

Name of Employee or Rehire: _____ **Title:** _____

Applicable Situation For Rehabilitation Agreement:

_____ 1. Employee voluntarily requests to seek counseling and referral to a rehabilitation or counseling program for alcohol and/or drug abuse. Employee will be suspended without pay up to a maximum of 60 days. Available sick, vacation and/or personal time may be applied towards suspension.

_____ 2. Employee had a confirmed positive drug and/or alcohol test and is now subject to immediate suspension, without pay, up to a maximum of 60 days. Available sick, vacation and/or personal time may be applied towards suspension.

_____ 3. Employee had a confirmed positive drug and/or alcohol test, was terminated and is now applying for rehire.

The following conditions apply to your rehabilitation or counseling programs, reinstatement, continued employment and rehire, if applicable.

1. You must seek help for your drug and/or alcohol problem with a Substance Abuse Professional (SAP). You must sign a release authorizing the SAP to correspond with this company concerning your treatment.
2. You will pay for all costs of rehabilitation or counseling, which are not covered under the company's benefit plan, if applicable.
3. The SAP must provide this company with a letter stating in his/her opinion, you can return to work, once you pass a return to work drug and/or alcohol test. You will be given one chance to pass the return to work drug and/or alcohol test, providing your job is still available. If you have a confirmed positive test result, refuse to test or have an adulterated or tampered with specimen, you will be terminated from employment¹. If the SAP requires additional treatment, you must complete the additional treatment in order to continue employment. If you violate the requirements of the additional treatment, you will be terminated.
4. Once you return to work, the company will randomly test you at the company's discretion, for drugs and/or alcohol for a period of 2 years, as a follow-up to treatment. If you have a confirmed positive test result, refuse to test or have an adulterated or tampered with specimen on any random follow-up drug and/or alcohol tests, you will be terminated.
5. If you do not complete treatment or pass a return to work drug and/or alcohol test within 60 days, you will be terminated. (May not apply in rehire situations).
6. You must meet all established standards of conduct and job performance. The company will terminate you if your on-the-job conduct or performance is unsatisfactory.
7. Nothing in this agreement alters your status. This company hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment at any time for any or no reason without notice. Similarly, this company reserves the right to terminate you, for any or no reason, without notice. No one can alter your at-will status except the President, Corporate Operations Manager or Human Resources Director, in writing.

I voluntarily agree to all of the above conditions and authorize my substance abuse professional to provide this company with proof of my enrollment and attendance at the recommended rehabilitation program.

Employee or Rehire Signature

Print Name

Company Representative Signature

Print Name

¹ In the case of rehire, a confirmed positive test result, a refusal to test or an adulterated or tampered with specimen will result in ineligibility of employment.

**"SEALED BID ENCLOSED - TO BE OPENED AT
PUBLIC BID OPENING ONLY"**

**TO: City of Port St. Lucie, Office of Mgmt. & Budget
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
DRAINAGE SWALE LINER MAINTENANCE -**

BID #: 20110053-LL;

DUE: NOVEMBER 4, 2011 @ 3:00PM

FROM: UNDERWATER ENGINEERING SERVICES, INC.

3306 Enterprise Road, Fort Pierce, Florida 34982

Phone: (772) 337-3116 · Fax: (772) 337-0294

4 NOV PM 1:09 345

RECEIVED

2011 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 04, 2011
Secretary of State

DOCUMENT# G96204

Entity Name: UNDERWATER ENGINEERING SERVICES, INC.

Current Principal Place of Business:

3306 ENTERPRISE ROAD
PORT SAINT LUCIE, FL 34982 US

New Principal Place of Business:

3306 ENTERPRISE ROAD
FORT PIERCE, FL 34982 US

Current Mailing Address:

3306 ENTERPRISE ROAD
103
PORT SAINT LUCIE, FL 34982 US

New Mailing Address:

3306 ENTERPRISE ROAD
103
FORT PIERCE, FL 34982 US

FEI Number: 59-2405375

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 323012525 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: P
Name: GREENMAN, STEVEN
Address: C/O 325 W MAIN ST
City-St-Zip: BABYLON, NY 11702 US

Title: ST
Name: SPERLING, RICHARD I
Address: C/O 325 W MAIN ST
City-St-Zip: BABYLON, NY 11702 US

Title: VP
Name: THORKILDSEN, ERIC
Address: C/O 325 W MAIN ST
City-St-Zip: BABYLON, NY 11702 US

Title: VP
Name: REYNOLDS, DEAN
Address: 3306 ENTERPRISE ROAD, STE. 103
City-St-Zip: FORT PIERCE, FL 34982

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DEAN REYNOLDS

VP

01/04/2011

_____ Electronic Signature of Signing Officer or Director

_____ Date

Drainage Swale Liner Maintenance

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

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

Bid/RFP Number: 20110053-LL	<i>Everglades Restoration</i>
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: Underwater Engineering Services, Inc.	
Reference: SFWMD - C41A Canal Bank Stabilization	Fax #: 561-482-5781
Email: _____	Telephone #: (561)242-5520 x.4215
Person to contact: Howard "Buff" Searcy	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

Sealed Bid #20110053

Drainage Swale Liner Maintenance

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: Underwater Engineering Services, Inc.	
Reference: City of Kissimmee - West City Ditch/Airport Ditch Repair	Fax #: 407-518-2165
Email: lclough@kissimmee.org	Telephone #: (407)518-2277
Person to contact: Larry Clough	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

Sealed Bid #20110053

Drainage Swale Liner Maintenance

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>Underwater Engineering Services, Inc.</u>	
Reference: <u>Florida Power & Light - Canal Revetment Project</u>	Fax #: <u>772</u>
Email: <u>Ed_Belizar@fpl.com</u>	Telephone #: <u>(772)467-7096</u>
Person to contact: <u>Ed Belizar</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	

Sealed Bid #20110053

**"SEALED BID ENCLOSED - TO BE OPENED AT
PUBLIC BID OPENING ONLY"**

**TO: City of Port St. Lucie, Office of Mgmt. & Budget
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
DRAINAGE SWALE LINER MAINTENANCE -**

BID #: 20H0053-LL

DUE: NOVEMBER 4, 2011 @ 3:00PM

**FROM: UNDERWATER ENGINEERING SERVICES, INC.
3306 Enterprise Road, Fort Pierce, Florida 34982
Phone: (772) 337-3116 · Fax: (772) 337-0294**

4 NOV PM 1:09 345

RECEIVED

CHECKLIST
Bid #20110053 - LL
Drainage Swale Liner Maintenance

Name of Bidder: SUNSHINE LAND DESIGN, INC.

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

- Bid Reply Sheet with proper signature and notarized.
- Mailing envelope has been addressed to:
 - City of Port St. Lucie
 - Office of Management & Budget
 - 121 SW Port St. Lucie Boulevard
 - Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number: 20110053-LL
 - Bid Title: Drainage Swale Liner Maintenance
 - Bid Opening Date & Time: ~~July 8, 2011 @ 3:00pm~~
NOV. 4, 2011
- Drug-Free Workplace Form
- Bid Bond
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section 5
- Have reviewed the Contract and accept all City Terms and Conditions
- One (1) original and two (2) copies of required documents (**NO RINGED BINDERS**)
- List of three (3) References/Projects
- List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Bid Reply Sheet
Sealed Bid #20110053-LL
Drainage Swale Liner Maintenance

1. **COMPANY NAME:** SUNSHINE LAND DESIGN, INC.

DIVISION OF: _____

PHYSICAL ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL 34997

MAILING ADDRESS: PO BOX 559

CITY, STATE, ZIP CODE: PORT SALERNO, FL 34992

TELEPHONE NUMBER: () 772-283-2648 FAX NO: () 772-283-8944

CONTACT PERSON: MARGARET FENTON E-MAIL: mfenton@sunshinelanddesign.com

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

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

TIMOTHY R. TAYLOR

President

FRANKIE TAYLOR / MARGARET FENTON

Vice-President

TIMOTHY R. TAYLOR

Treasurer

How long in present business: 27 YEARS how long at present location: 10 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
01	06/09/11
02 & 02c	08/12/11 & 09/15/11
03	10/06/11

04 10/19/11

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

Sealed Bid #20110053

BID RESPONSE:

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

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

Fixed prices per mile:

Type of Area	Est. # of miles	rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	760	5 May, July, Sept, Nov, Feb to April	3800	\$255.00	\$969,000.00
Drainage Swale	760	6 Jan, Mar, May, July, Sept, Nov, or bi- monthly	4560	\$250.00	\$1,140,000.00

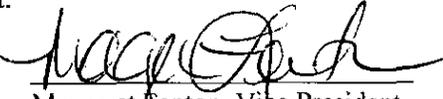
Award is to be based on the Total Dollar Amount

Estimated time to complete one cycle of drainage Swale maintenance 4.25 WEEKS

5.4 Time charges for hourly rate for work performed beyond contract requirements @ per hour
 (including vehicle, hand tools and equipment)

Hourly rate	work performed beyond contract requirements	rate per hour
\$199.92	FOUR MAN CREW RATE INCLUDES VEHICLE, SMALL LOADER, WEED EATERS, & SMALL HAND TOOLS.	\$199.92

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.


 Margaret Denton, Vice President
 Sunshine Land Design, Inc.

5.5 Bidder proposes to use a subcontractor for Item #5.3 and/or 5.4 above:

YES _____ NO X _____

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer	Part No.
ECHO TRIMMERS	280T / 28.2CC / 265T / 260
DIXIE CHOPPER MOWERS	GENERAC / XF2500
VOLVO FRONT-END LOADER	L30B
JOHN DEERE FRONT-END LOADER	544J

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

Company Name	Contact Name	Telephone Number
CITY OF SEBASTIAN	JERRY CONVERSE	772-633-0897
SAILFISH POINT	RICHARD MARX	772-225-1615
CITY OF STUART	MILTON LEGGETT	772-288-5341

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.

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>SUNSHINE LAND DESIGN, INC.</u>	
Reference: <u>CITY OF SEBASTIAN</u>	Fax #: _____
Email: <u>jconverse@cityofsebastian.org</u>	Telephone #: <u>772-633-0897 / 772-228-7053</u>
Person to contact: <u>JERRY CONVERSE</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>SUNSHINE LAND DESIGN, INC.</u>	
Reference: <u>PLANTATION MANAGEMENT COMPANY</u>	Fax #: <u>772-220-4244</u>
Email: <u>pmcflorida@aol.com</u>	Telephone #: <u>772-220-0005</u>
Person to contact: <u>TIM KAZMIRE</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

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

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

Bid/RFP Number: 20110053-LL

Title: **Drainage Swale Liner Maintenance**

Bidder/Respondent: SUNSHINE LAND DESIGN, INC.

Reference: CITY OF STUART Fax #: _____

Email: mleggett@ci.stuart.fl.us Telephone #: 772-288-5341

Person to contact: MILTON LEGGETT

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>SUNSHINE LAND DESIGN, INC.</u>	
Reference: <u>SAILFISH POINT</u>	Fax #: <u>772-225-1631</u>
Email: <u>r.marx@sailfishpoint.com</u>	Telephone #: <u>772-225-1615</u>
Person to contact: <u>RICHARD MARX</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	

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

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

Bid/RFP Number: 20110053-LL	
Title: Drainage Swale Liner Maintenance	
Bidder/Respondent: <u>SUNSHINE LAND DESIGN, INC.</u>	
Reference: <u>TOWN OF JUNO BEACH</u>	Fax #: <u>561-775-0812</u>
Email: <u>jnaftal@juno-beach.fl.us</u>	Telephone #: <u>561-626-1122</u>
Person to contact: <u>JEFFREY NAFTAL</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
SUNSHINE LAND DESIGN, 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
11/04/2011
Date



CERTIFICATE OF LIABILITY INSURANCE

SUNSL-1

OP ID: TJ

DATE (MM/DD/YYYY)
08/01/11

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

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

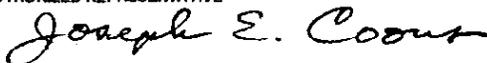
PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU. CIC.	772-286-4334 772-286-9389	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sunshine Land Design, Inc. P.O. Box 559 Port Salerno, FL 34992	INSURER A: Westfield Insurance		24112
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Bik Addl Ins-cont GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	TRA6510613	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000			TRA6510613	07/30/11	07/30/12	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 \$ 10000			TRA6510613	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT COVERED THROUGH STUART INSURANCE			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTRACTORS EQUIP			TRA6510613	07/30/11	07/30/12	RENTED EQ 100,000 DED \$1,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Port St Lucie, political subdivision of the State of Florida, its officers, employees, and agents are listed as additional insured for ongoing and completed operations. Waiver of subrogation in favor of the same with respect to General Liability. 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER CIPSL-1 City of Port St Lucie c/o Periculum Services Group REF: 90-143440-20060038-0-0 P.O. Box 257 Portland, MI 48875-0257	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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137806

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2011

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

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

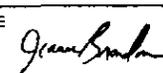
PRODUCER Commercial Lines – (407) 481-1613 Wells Fargo Insurance Services USA, Inc. 800 N. Magnolia Ave., Suite 106 - FL 2841 Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Sunshine Land Design, Inc. PO Box 559 Port Salerno, FL 34992-0559	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Employers Preferred Insurance Company	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 3442541 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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		N/A	WCV7047275 08	11/01/11	11/01/12	X WC STATUTORY LIMITS OTH-ER 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)

CERTIFICATE HOLDER City of Port Lucie; c/o Periculum Services Group P.O. Box 257, Ref. #90-143440-20060038-0-0 Portland MI 48875-0257	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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Addendum #1
Sealed Bid #20110053
Drainage Swale Liner Maintenance
June 9, 2011

The Bid Opening date has been changed to November 4, 2011 at 3:00:00 PM.

Pre-Bid date to be announced at a later date.

**NOTE: The bid opening date has been changed to November 4, 2011
at 3:00:00 PM.**

Instructions to Bidder:

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

Addendum #2c
Sealed Bid #20110053
Swale Liner Maintenance
September 15, 2011 (August 12, 2011)

NOTE: The bid opening date has not been changed.

Bid Opening: November 4, 2011 @ 3:00pm

Question/Answers

Q: Has a pre-bid meeting date been scheduled as of yet on this bid?

A: Yes – a pre-bid has been scheduled: October 5th...10:00am in Building “A” of City Hall, Room 390.

Q: I would like to confirm the previous contract number information; will this 20010053 replace 20080137? If this is not the contract, what is the contract number?

A: Yes-this bid #20110053 will be replacing the previous contract is #20080137

Q: If this bid does replace 2008-0137; I would like to know the total paid out to the vendors previously awarded. My information reflects that this contract was a split award to Ferry's, Dunn's, and Sampson's, correct? Are they all still in the picture on this contract? What were each of these vendors paid to date for all work done pertaining to this contract?

A: This contract was originally split between the three companies you listed. Currently it is only being done by Sampson. When it goes out to bid we hope to award to 1 contractor.

Since 2008 the payment to date are as follows:

Sampson: \$3,359,364.65

Dunn: \$53,900.00

Ferry: \$332,301.00

Instructions to Bidder:

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

Addendum #3
Pre-Bid Meeting
Drainage Swale Liner Maintenance
SB #20110053-LL
October 5, 2011

Attendees:

Lisa Lawrence – OMB – Contract Specialist
Vickie Smith – OMB - Secretary
John Dunton – ENG
Vincent Hill – ENG
Mike Ellman – ENG
Jim Angstadt – ENG
Todd Eliason – EEI Landscaping
Robin Brown – EEI Landscaping
John Owens – GreenScapes
Anthony Vachon – JSM Services, Inc.
Chris Coscia – JSM Services, Inc.
George Kieuski – PSL Landscape Service
Georgette Beck – PSL Landscape Service
Richard Samspon – Sampson Tree Co.
Josh Hamm – Sunshine Land Design

NOTE: Bid Opening has not changed. Bid opening is November 4, 2011 @3:00pm.

◆ Reminder - The insurance requirements have changed Best way to make sure the insurance company has all the requirements is to actually fax them the sheets in your bid package and let them see everything that is needed.

◆ There is a bid bond required on this project; it is 5% of the bid. We are not accepting company checks or personal checks; it has to be a bid bond, cashier's check or security bond payable to the City of Port St. Lucie.

◆ Last day for questions is October 24, all questions must be submitted in writing to me, my email address is llawrence@cityofpsl.com, or you can fax them to 772-871-7337.

◆ Karen Rodgers can answer any questions regarding the P-Card and the Visa Card; she can be reached at 772-344-4384.

Areas of the Contractor responsibilities:

◆ City's public image: You will be getting a lot of requests for service, there'll be complaints coming in, for the most part we are probably going through 70% of all residential houses within the City of Port St. Lucie generates a lot of interest sometimes it generates complaints and sometimes it generates compliments, it is very important that we have a clear line of communication. What I mean by that is on a daily basis there will be interaction with these crews and the public. Very important, on how we relate to the taxpayers.

◆ Damage to Property: If you tear anything up, you need to immediately report it to the immediate field staff, Mr. Hill or Mr. Ellman. We just need to know what's going on because that is responsibility between the contractor and the homeowner but at the same time, the City will play the role as the liaison primarily because in some cases Risk Management. We need to be in on anything that has to do with activity that causes damage to anybody's property.

◆Safety Precautions: You need to reference what the FDOT requirements are. Please pay attention to that if you do not have your safety equipment out by me or Mr. Hill will shut you down until you make the appropriate safety measures.

◆Dress Code: Please read that carefully.

◆Equipment: Bidders are required to list all equipment and the source of equipment proposed to be utilized. The City reserves the right to determine proposed or the source from where the equipment proposed is adequate. **All equipment must have company identification work for the city.** Make sure you guys have identification on or else you need to take them off site.

◆Equipment Storage: Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. Don't anticipate you'll be parking any equipment on City property. You can basically take that out of the equation. You need to store them on your own sites.

◆Adverse Weather: In the event that we do have adverse weather and everything in the City by 10 o'clock in the morning that should be the time where we have to suspend operations, essentially we are going to give you all 1 for 1. You're gaining a day of credit for a day that you've lost. For each day that's declared from 10 o'clock, you lose, we want you all too aggressively pursue staying out there in the weather elements.

◆Specific Detailed Specifications: Essentially what we are going to do is you do it six times annually you'll be doing 50% rotation per month. You're not going to be doing 75%, you're not going to be doing 40%, and you will be doing around 50%. Keep in mind that every sections not the same, the section that we're doing right now, is the wettest area in the City. You have areas in other areas that you'll find as you go along, so there is a learning curve in this.

◆Everyday you are going to send us an email, a fax, no phone, and we want either an email or facsimile of where you're going to be working, lot, block, section. i.e....Section 10, blocks 499-555, section 10. We want to know where you're going to start at, because what happens is as we're doing our work, we want to find you.

◆Hours of Service: Monday through Saturday, 7 a.m. to dusk. You want to work Sunday? You need to send that to us in writing. In addition to that, if you are to request work on a holiday, you will send that to us in writing. Don't anticipate you will be working on holidays, and the reason being is that everybody deserves a day off.

◆Debris: At the beginning of each week, you will give us a summary of the cubic yards that you guys will be displacing off site onto our city supplied recyclable fill site. We have to do what is called NPDS reporting to the government regarding the type of material we're moving for various purposes. So we will be requiring by the cubic yard, which we're currently doing.

Q: All debris must go to the yard. Nothing gets put in the woods right?

A: We have a City reserve site, you will be displacing material. Nothing is to be left on site; everything is to be removed off site, including your unimproved properties. It has been done in the past, where you have vacant properties; you would take that material and just place it in the backside, into the vacant property. We know longer be doing that. All that stuff will be moved off site, we have a site centrally located in the City of Port St. Lucie at Crosstown Parkway and Cameo, the site may change, but that's what we use, that's where we recycle material. Everything will be brought off site every day, if you are to leave anything off site, you must let us know, that before the end of the workday. We will have the discretion of whether you can leave it there or not, don't plan on doing it; we want to make sure we're very clear on that. There may be some special

circumstances, but that's not something that we are a fan of having done. We don't want them left there, if they are there, they need to be properly secured.

◆Very important during each rotation of each day you are required to repair all swale liner that has been displaced, or it has displaced itself. Now, in the event that you have a personal property adjacent to a liner that's been damaged by them, please bring that to our attention, and we'll report it to code enforcement and have that addressed through them. You will be doing it with each rotation, you will be supplied pegs, that the City will supply you, get a hold of Mr. Hill's office, and you should always have them we will check for that.

◆Rotations (Bid Reply Sheet): The two (2) scenarios are, we have the option of five rotations or six rotations, we budget for six rotations, and we find that to be the adequate level of service to sustain the liner. Five does work. Then at the very bottom, there are times during certain events where we may need some assistance so we have a little provision at the bottom which essentially means we may need you to exercise some services during unfortunate or uncertain circumstances.

Q: You're not talking about big equipment are you?

A: No, I'm not, pickup truck, hand tools, and any labor. We use it, not much, but we do exercise, if we need you from time to time to do that. You will be supplied an annual schedule, they're going to tell you, you will get a set of maps, like this, you can see how on the maps, it's very self explanatory, very well done, gives you the feet, gives you the mileage, gives you how everything is color coded, so it's very good, clear, concise information; it should leave little to no doubt on what you are expected to do.

Q: Just for clarification, Todd had asked, "this is Section 10, how many sections are there?"

A: 67 Sections. We're going to give you a rotation, every section is connected, but we have a way that we want to do that and that's what you'll be leaning on Mr. Hill and Mr. Ellman for, they are adequately experienced in doing this.

Q: Back to the map, couple more question, just so that everybody's clear; the selected contractor will receive a packet with all the maps in them?

A: Yes, you will see the copy of the most current maps, or changes. Back in 2004-2007, this thing changed like the Dow Jones, we were putting in 17,000 feet of liner just in new homes per month, which was actually spray, because keep in mind, the homes that are independently bought and built on are by themselves, they may be in isolated areas, there may not be liner adjacent to that. You are going to see that on there, especially up north, when you look in the Torino area, you're going to see what's a lot more dotted, because the City of Port St. Lucie had not gone up there and done large rework projects because typically what we do is A-Z. We do blocks at a time. You'll be able to tell where the new homes are at that are independent because there won't be liner adjacent to them, which are more challenging, also; because you don't have a positive flow exiting from these properties, but that's part of what the contract detail you will have to address. **Then what is going to happen is every two months we get updates.** The only thing that you are going to really see change is where we're installing liner (the Engineering Department). That's what you're going to see the change is. There may be a decision when you do that liner, depending on where you're at, if you're two or three weeks away from when they complete that.

Q: In the previous contracts, the mowing of the six foot on each side of the lot; was kind of involved with the edging, which helped keep debris out of the liner. Now that someone else is doing that mowing, are they pretty good about not blowing grass and piling up down the liner, putting the burden on us to remove all that?

A: The response on that is it's a tough one. What happens is, that only happens two times a year, it happens in the summer time. I'll tell you why because we mow the City, June, July, August, and September. October and

beyond we only mow half the City and we coordinate with our mowing contractor we had doing that. There needs to be some communications because what we don't want is at all purposes, because keep in mind at the beginning of the month you're going to be here and we're there too (the other crews). The schedules are somewhat the same.

Q: We're just doing the weeding around the pads and cofferdams?

A: That's correct. It's outlined in there, because the road right of way operation covers all those other things.

Q: The dumping, where are we putting everything? Are we including the dump fees? Are you saying we have to take it all to the dump? Or do you have a place for us to bring it?

A: Yes, I said earlier, at the section of Crosstown Parkway and Cameo we have a recycling site and you will have the ability to go there.

Q: What time does that close down?

A: I'm not sure about that, but I'll say they close at three o'clock. We are not dumping at the main dump. The City of Port St. Lucie will provide you a site to dump all materials. Please make certain no perishable material. We don't want to have people's lunches or soda cans or bottles. We don't want that trash mixed up in there. We want everything that's biodegradable material.

Q: Separate the debris, if you have a lot of sediment, dirt, and gravel, whatever. Does that need to be separated out?

A: No. The only thing that needs to happen is... What seems to happen on some occasions is we have had some of the contractors during lunchtime or taking their breaks. They throw it into their debris pile. Don't have them throwing soda cans and stuff in the debris pile.

You are not going to be removing trash, that's being done by a separate organization. They have to remove the stuff to an approved facility.

Q: The performance bond, is that new for this contract?

A: No.

Q: Is that a bid bond?

A: There's a bid and a performance on it too. Bid bond you get back after the things, and the performance bond is the five percent whatever the budget on the job is for. Bid bond or a cashier's check. We will not accept personal company checks or personal checks. But we can accept a cashier's check. As I said, they will not be deposited. They are not held by John, they are held by me in my office and they do get sent back the minute the job is awarded and we have a signed contract.

◆Karen Rodgers is here, who is in charge of our P-Card/VISA program. Our preferred method of payment with the City is to pay you with a credit card. How that works is, you get set up to accept a credit card just like you would anywhere else and the invoices are submitted to us. We tell you to okay the charge, we give you the information to charge the card and you are paid within 2 or 3 days versus the 30 to 45 days.

Q: On using the card, the person that calls and authorizes the card, has the authorization, he doesn't need to go through somebody else, for instance somebody, another department that we used in the past, calls us up and says "that invoice is more than my authorization; I need to get somebody else to approve this." Or whoever's calling has the authorization to approve that amount of money?

A: We usually pay the bills on every Friday. That's the way that our preferred method is with several vendors that use Visa. Joanne Fitzgerald our procurement person is quite qualified in doing this, talks to the office manager; they call me on Friday, call in this invoice and work's out seamless as possible.

Q: Are they going to be required to have a facility in the City to service the City or are they going to be allowed to travel from out of the community and come work?

A: This is storm water, so there will be a local preference on this contract. The City's local preference ordinance applies to St. Lucie County, Martin County, Okeechobee County and Indian River County. It encompasses those four areas, so if you have a local office there, would be considered meeting the local preference requirements.

Q: So local preference is a requirement?

A: Yes

Q: What is the current price per mile?

A: \$2.51, it's been pretty consistent, any other questions?

Meeting Adjourned

**Addendum #4
Question & Answers
Drainage Swale Liner Maintenance
SB #20110053-LL
October 19, 2011**

NOTE: Bid Opening has not changed. Bid opening is November 4, 2011 @3:00pm.

Q: As per Addendum #3, the last question of the meeting asked the cost per mile with the response being \$2.51/mile. Is this amount correct?

A: No, this was a typo. The correct answer is \$251.00/mile

Q: How many rotations have been completed this year?

A: 5.5 out of 6. We shut them down for one month in April 2011.

Q: Is the current contractor behind? It appears the liner we have been reviewing is more overgrown than what it should be on a 60 day rotation?

A: With the rain out we appear to be still right on schedule. The liner looking to be more than 60 days overgrown is not accurate. As stated above we are on schedule.

Q: Our bond company needs clarification regarding the 5 year contract. Based on the way the contract is written, they would have to provide a 5 year bond for the full amount for 5 years not just a 12 month bond because it is not a 12 month contract. We need something stating you are only requiring a 12 month bond that will be renewed each year.

A: The contract is based on 1 year pricing (12 months) for 5 years. The P&P bond amount is based on the 1 year (12 month) contract, renewable each year of the 5 year contract.

Instructions to Bidder:

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

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Sunshine Land Design, Inc.
3291 S.E. Lionel Terrace, Stuart, FL 34997

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto the City of Port St. Lucie, FL

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

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

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

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

Signed and sealed this 4th day of November, 2011

Francis Taylor
Witness

Sunshine Land Design, Inc.
Principal (Seal)

By: Margaret Fenton
Margaret Fenton, Vice Pres. Name/Title

Shannon Miller
Witness

Old Republic Surety Company
Surety (Seal)

By: James E. Dickmeyer
James E. Dickmeyer, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES E. DICKMEYER, OF STUART, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS (\$6,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president; and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of AUGUST, 2010.

[Signature]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY
[Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17TH day of AUGUST, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]

Notary Public
My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2465



Signed and sealed at the City of Brookfield, WI this 4 day of November, 2011.

THE DICKMEYER AGENCY

[Signature]

Assistant Secretary

Bid Submitted By:
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997

RECEIVED
4 NOV AM 11:39 54s

Bid Submitted To:
City of Port St. Lucie, Office of Mgmt & Budget
121 SW Port St Lucie Boulevard
Port St Lucie, FL 34984

**SEALED BID NO. 20110053-LL
DRAINAGE SWALE LINER
MAINTENANCE
BID DUE: 11/04/2011 BY 3:00pm**

Budget

Bidder	Total miles	Total \$	6 Rotations 4,560 miles	Total \$	Total \$	Time to complete cycle	Additional Work	Bid Bond	Addendums	Insurance	3 References	Drug Free	Equipment list	3 Copies	Visa	% Discount
Sunshine Land Design	\$ 255.00	\$ 969,000.00	\$ 250.00	\$ 1,140,000.00	4.25 weeks	\$199.92/hour/4 men		X	X	X	X	X	X	X	Y	0
JSM Services	\$ 220.00	\$ 836,000.00	\$ 200.00	\$ 912,000.00	60 Days	\$35.00 p/hour		X	X	X	X	X	X	X	N	
Underwater Engineering Services, Inc	\$ 251.20	\$ 954,560.00	\$ 251.20	\$ 1,145,472.00	60 Days	\$180.20 p/hour		X	X	X	X	X	X	X	-	
Non Responsive bidder(s):																
Statement of No Bid:																
	Sampson Tree Company				Broadcast list: 900											
	Ferry Enterprises, Inc.				Planholders: 56											
	CEM Enterprises				Supplemental: 1											
	EEL Landscaping															

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

BID # 20110053
OPENED: November 4, 2011
TIME: 3:00:00pm.

BID TITLE: Drainage Swale Liner Mowing

The following vendor(s) submitted proposals:

Penny Enterprises	NO Bid				
Sunshine Land Design	1/4 mile	S	\$ 255.00		4 \$ 250.00
Sampson Tree Svcs	1/4 mile	S	\$ 251.00		4 \$ 251.00
JSM SVCS	1/4 mile	S	\$ 220.00		4 \$ 200.00
Underwater Engineering SVK.	1/4 mile	S	\$ 251.20		4 \$ 251.20

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

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

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

Drainage Swale Liner Maintenance

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: #20110053-LL

Bid Title: Drainage Swale Liner Maintenance

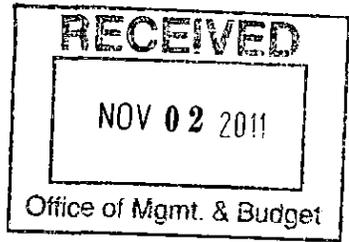
We, the undersigned have declined to bid on the subject bid for the following reasons:

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

Remarks: _____

Company Name: EEI Landscaping Telephone: (772) 220-8329
 Division: East Coast Landscape & Maintenance
 Address: 1355 SE Salerno Road
Stuart, FL 34997
 Signature: Robert D Brown Date: 11-2-11

Scaled Bid #20110053





1355 SE Salerno Road, Stuart, FL 34997 • (772) 220-8329 PHONE • (772) 220-8331 FAX

To: City of PSL – Office of Management & Budget **From:** Robin Brown

Attn: Lisa Lawrence

Fax: 772-871-7337 **Pages:** 2 (Including Cover)

Phone: **Date:** 11-2-11

Re: Statement of No Bid **cc:**

- Urgent**
 For Review
 Please Comment
 Please Reply
 Please Recycle

Please see attached "Statement of No Bid" for EEI Landscaping (Eliassen Environmental Inc.).

Thank you.

Robin Brown

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: #20110053-LL

Bid Title: Drainage Swale Liner Maintenance

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

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

Remarks: _____

Company Name: CEM Enterprises Telephone: (407) 884-9148

Division: _____

Address: 1757 Benbow Court
Apopka, FL 32703

Signature: Gina M. Ashley
Gina M. Ashley

Date: 6-29-2011

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: #20110053-LL

Bid Title: Drainage Swale Liner Maintenance

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

- [] Insufficient time to respond to the Invitation to Bid
[] We do not offer this product or service.
[X] 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: FERRY ENTERPRISES, INC. Telephone: (772) 485-5814

Division:

Address: P.O. Box 667
PALM CITY, FL 34991

Signature: Joseph J. Ferry, III PRESIDENT Date: 11/4/11

Sealed Bid #20110053



FERRY ENTERPRISES, INC.
P.O. Box 667
Palm City, Florida 34991

RECEIVED
4 NOV AM 11:56 376

CITY OF PORT ST LUCIE
OFFICE OF MANAGEMENT & BUDGET
181 S.W. PORT ST. LUCIE BLVD.
PORT ST LUCIE, FL 34984

B10 # 20110053-LL
DRAINAGE SIDEWALK LINEN MAINTENANCE
11/4/11 3:00 PM

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

BID # 20110053-LL
OPENED: November 4, 2011
TIME: 3:00 p.m.

BID TITLE: Drainage Swale Liner Mowing

2 NOV PM 3:05 51s

RECEIVED Sampson

4 NOV PM 12:59 17s

RECEIVED Jsm

4 NOV PM 1:09 51s

RECEIVED u.e.s.

RECEIVED

4 NOV AM 11:39 46s

Sunshine Land Design

4 NOV AM 11:56 43s

4 NOV AM 11:56 45s
RECEIVED

Ferry

BID OPENING ATTENDANCE
20110053-LL
Drainage Swale Liner Maintenance
November 4, 2011 @ 3:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Randy Sabo	Sampsons Tree Co.		Ph: 772-336-3456 Fax:
3.	Anthony Vaalbo	JSm Services		Ph: 863 533-6850 Fax: 863 533-6852
4.				Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

Addendum #4
Question & Answers
Drainage Swale Liner Maintenance
SB #20110053-LL
October 19, 2011

NOTE: Bid Opening has not changed. Bid opening is November 4, 2011 @3:00pm.

Q: As per Addendum #3, the last question of the meeting asked the cost per mile with the response being \$2.51/mile. Is this amount correct?

A: No, this was a typo. The correct answer is \$251.00/mile

Q: How many rotations have been completed this year?

A: 5.5 out of 6. We shut them down for one month in April 2011.

Q: Is the current contractor behind? It appears the liner we have been reviewing is more overgrown than what it should be on a 60 day rotation?

A: With the rain out we appear to be still right on schedule. The liner looking to be more than 60 days overgrown is not accurate. As stated above we are on schedule.

Q: Our bond company needs clarification regarding the 5 year contract. Based on the way the contract is written, they would have to provide a 5 year bond for the full amount for 5 years not just a 12 month bond because it is not a 12 month contract. We need something stating you are only requiring a 12 month bond that will be renewed each year.

A: The contract is based on 1 year pricing (12 months) for 5 years. The P&P bond amount is based on the 1 year (12month) contract, renewable each year of the 5 year contract.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her

bid or proposal to be accepted.

Addendum #3
Pre-Bid Meeting
Drainage Swale Liner Maintenance
SB #20110053-LL
October 5, 2011

Attendees:

Lisa Lawrence – OMB – Contract Specialist
Vickie Smith – OMB - Secretary
John Dunton – ENG
Vincent Hill – ENG
Mike Ellman – ENG
Jim Angstadt – ENG
Todd Eliason – EEI Landscaping
Robin Brown – EEI Landscaping
John Owens – GreenScapes
Anthony Vachon – JSM Services, Inc.
Chris Coscia – JSM Services, Inc.
George Kieuski – PSL Landscape Service
Georgette Beck – PSL Landscape Service
Richard Samspon – Sampson Tree Co.
Josh Hamm – Sunshine Land Design

NOTE: Bid Opening has not changed. Bid opening is November 4, 2011 @3:00pm.

◆ Reminder - The insurance requirements have changed Best way to make sure the insurance company has all the requirements is to actually fax them the sheets in your bid package and let them see everything that is needed.

◆ There is a bid bond required on this project; it is 5% of the bid. We are not accepting company checks or personal checks; it has to be a bid bond, cashier's check or security bond payable to the City of Port St. Lucie.

◆ Last day for questions is October 24, all questions must be submitted in writing to me, my email address is llawrence@cityofpsl.com, or you can fax them to 772-871-7337.

◆ Karen Rodgers can answer any questions regarding the P-Card and the Visa Card; she can be reached at 772-344-4384.

Areas of the Contractor responsibilities:

◆ City's public image: You will be getting a lot of requests for service, there'll be complaints coming in, for the most part we are probably going through 70% of all residential houses within the City of Port St. Lucie generates a lot of interest sometimes it generates complaints and sometimes it generates compliments, it is very important that we have a clear line of communication. What I mean by that is on a daily basis there will be interaction with these crews and the public. Very important, on how we relate to the taxpayers.

◆ Damage to Property: If you tear anything up, you need to immediately report it to the immediate field staff, Mr. Hill or Mr. Ellman. We just need to know what's going on because that is responsibility between the contractor and the homeowner but at the same time, the City will play the role as the liaison primarily because in some cases Risk Management. We need to be in on anything that has to do with activity that causes damage to anybody's property.

◆Safety Precautions: You need to reference what the FDOT requirements are. Please pay attention to that if you do not have your safety equipment out by me or Mr. Hill will shut you down until you make the appropriate safety measures.

◆Dress Code: Please read that carefully.

◆Equipment: Bidders are required to list all equipment and the source of equipment proposed to be utilized. The City reserves the right to determine proposed or the source from where the equipment proposed is adequate. **All equipment must have company identification work for the city.** Make sure you guys have identification on or else you need to take them off site.

◆Equipment Storage: Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. Don't anticipate you'll be parking any equipment on City property. You can basically take that out of the equation. You need to store them on your own sites.

◆Adverse Weather: In the event that we do have adverse weather and everything in the City by 10 o'clock in the morning that should be the time where we have to suspend operations, essentially we are going to give you all 1 for 1. You're gaining a day of credit for a day that you've lost. For each day that's declared from 10 o'clock, you lose, we want you all too aggressively pursue staying out there in the weather elements.

◆Specific Detailed Specifications: Essentially what we are going to do is you do it six times annually you'll be doing 50% rotation per month. You're not going to be doing 75%, you're not going to be doing 40%, and you will be doing around 50%. Keep in mind that every sections not the same, the section that we're doing right now, is the wettest area in the City. You have areas in other areas that you'll find as you go along, so there is a learning curve in this.

◆Everyday you are going to send us an email, a fax, no phone, and we want either an email or facsimile of where you're going to be working, lot, block, section. i.e.... Section 10, blocks 499-555, section 10. We want to know where you're going to start at, because what happens is as we're doing our work, we want to find you.

◆Hours of Service: Monday through Saturday, 7 a.m. to dusk. You want to work Sunday? You need to send that to us in writing. In addition to that, if you are to request work on a holiday, you will send that to us in writing. Don't anticipate you will be working on holidays, and the reason being is that everybody deserves a day off.

◆Debris: At the beginning of each week, you will give us a summary of the cubic yards that you guys will be displacing off site onto our city supplied recyclable fill site. We have to do what is called NPDS reporting to the government regarding the type of material we're moving for various purposes. So we will be requiring by the cubic yard, which we're currently doing.

Q: All debris must go to the yard. Nothing gets put in the woods right?

A: We have a City reserve site, you will be displacing material. Nothing is to be left on site; everything is to be removed off site, including your unimproved properties. It has been done in the past, where you have vacant properties; you would take that material and just place it in the backside, into the vacant property. We know longer be doing that. All that stuff will be moved off site, we have a site centrally-located in the City of Port St. Lucie at Crosstown Parkway and Cameo, the site may change, but that's what we use, that's where we recycle material. Everything will be brought off site every day, if you are to leave anything off site, you must let us know; that before the end of the workday. We will have the discretion of whether you can leave it there or not, don't plan on doing it; we want to make sure we're very clear on that. There may be some special

circumstances, but that's not something that we are a fan of having done. We don't want them left there, if they are there, they need to be properly secured.

◆Very important during each rotation of each day you are required to repair all swale liner that has been displaced, or it has displaced itself. Now, in the event that you have a personal property adjacent to a liner that's been damaged by them, please bring that to our attention, and we'll report it to code enforcement and have that addressed through them. You will be doing it with each rotation, you will be supplied pegs, that the City will supply you, get a hold of Mr. Hill's office, and you should always have them we will check for that.

◆Rotations (Bid Reply Sheet): The two (2) scenarios are, we have the option of five rotations or six rotations, we budget for six rotations, and we find that to be the adequate level of service to sustain the liner. Five does work. Then at the very bottom, there are times during certain events where we may need some assistance so we have a little provision at the bottom which essentially means we may need you to exercise some services during unfortunate or uncertain circumstances.

Q: You're not talking about big equipment are you?

A: No, I'm not, pickup truck, hand tools, and any labor. We use it, not much, but we do exercise, if we need you from time to time to do that. You will be supplied an annual schedule, they're going to tell you, you will get a set of maps, like this, you can see how on the maps, it's very self explanatory, very well done, gives you the feet, gives you the mileage, gives you how everything is color coded, so it's very good, clear, concise information; it should leave little to no doubt on what you are expected to do.

Q: Just for clarification, Todd had asked, "this is Section 10, how many sections are there?"

A: 67 Sections. We're going to give you a rotation, every section is connected, but we have a way that we want to do that and that's what you'll be leaning on Mr. Hill and Mr. Ellman for, they are adequately experienced in doing this.

Q: Back to the map, couple more question, just so that everybody's clear; the selected contractor will receive a packet with all the maps in them?

A: Yes, you will see the copy of the most current maps, or changes. Back in 2004-2007, this thing changed like the Dow Jones, we were putting in 17,000 feet of liner just in new homes per month, which was actually spray, because keep in mind, the homes that are independently bought and built on are by themselves, they may be in isolated areas, there may not be liner adjacent to that. You are going to see that on there, especially up north, when you look in the Torino area, you're going to see what's a lot more dotted, because the City of Port St. Lucie had not gone up there and done large rework projects because typically what we do is A-Z. We do blocks at a time. You'll be able to tell where the new homes are at that are independent because there won't be liner adjacent to them, which are more challenging, also; because you don't have a positive flow exiting from these properties, but that's part of what the contract detail you will have to address. **Then what is going to happen is every two months we get updates.** The only thing that you are going to really see change is where we're installing liner (the Engineering Department). That's what you're going to see the change is. There may be a decision when you do that liner, depending on where you're at, if you're two or three weeks away from when they complete that.

Q: In the previous contracts, the mowing of the six foot on each side of the lot; was kind of involved with the edging, which helped keep debris out of the liner. Now that someone else is doing that mowing, are they pretty good about not blowing grass and piling up down the liner, putting the burden on us to remove all that?

A: The response on that is it's a tough one. What happens is, that only happens two times a year, it happens in the summer time. I'll tell you why because we mow the City, June, July, August, and September. October and

beyond we only mow half the City and we coordinate with our mowing contractor we had doing that. There needs to be some communications because what we don't want is at all purposes, because keep in mind at the beginning of the month you're going to be here and we're there too (the other crews). The schedules are somewhat the same.

Q: We're just doing the weeding around the pads and cofferdams?

A: That's correct. It's outlined in there; because the road right of way operation covers all those other things.

Q: The dumping, where are we putting everything? Are we including the dump fees? Are you saying we have to take it all to the dump? Or do you have a place for us to bring it?

A: Yes, I said earlier, at the section of Crosstown Parkway and Cameo we have a recycling site and you will have the ability to go there.

Q: What time does that close down?

A: I'm not sure about that, but I'll say they close at three o'clock. We are not dumping at the main dump. The City of Port St. Lucie will provide you a site to dump all materials. Please make certain no perishable material. We don't want to have people's lunches or soda cans or bottles. We don't want that trash mixed up in there. We want everything that's biodegradable material.

Q: Separate the debris, if you have a lot of sediment, dirt, and gravel, whatever. Does that need to be separated out?

A: No. The only thing that needs to happen is... What seems to happen on some occasions is we have had some of the contractors during lunchtime or taking their breaks. They throw it into their debris pile. Don't have them throwing soda cans and stuff in the debris pile.

You are not going to be removing trash, that's being done by a separate organization. They have to remove the stuff to an approved facility.

Q: The performance bond, is that new for this contract?

A: No.

Q: Is that a bid bond?

A: There's a bid and a performance on it too. Bid bond you get back after the things, and the performance bond is the five percent whatever the budget on the job is for. Bid bond or a cashier's check. We will not accept personal company checks or personal checks. But we can accept a cashier's check. As I said, they will not be deposited. They are not held by John, they are held by me in my office and they do get sent back the minute the job is awarded and we have a signed contract.

◆ Karen Rodgers is here, who is in charge of our P-Card/VISA program. Our preferred method of payment with the City is to pay you with a credit card. How that works is, you get set up to accept a credit card just like you would anywhere else and the invoices are submitted to us. We tell you to okay the charge, we give you the information to charge the card and you are paid within 2 or 3 days versus the 30 to 45 days.

Q: On using the card, the person that calls and authorizes the card, has the authorization, he doesn't need to go through somebody else, for instance somebody, another department that we used in the past, calls us up and says "that invoice is more than my authorization; I need to get somebody else to approve this." Or whoever's calling has the authorization to approve that amount of money?

A: We usually pay the bills on every Friday. That's the way that our preferred method is with several vendors that use Visa. Joanne Fitzgerald our procurement person is quite qualified in doing this, talks to the office manager; they call me on Friday, call in this invoice and work's out seamless as possible.

Q: Are they going to be required to have a facility in the City to service the City or are they going to be allowed to travel from out of the community and come work?

A: This is storm water, so there will be a local preference on this contract. The City's local preference ordinance applies to St. Lucie County, Martin County, Okeechobee County and Indian River County. It encompasses those four areas, so if you have a local office there, would be considered meeting the local preference requirements.

Q: So local preference is a requirement?

A: Yes

Q: What is the current price per mile?

A: \$2.51, it's been pretty consistent, any other questions?

Meeting Adjourned

Addendum #2c
Sealed Bid #20110053
Swale Liner Maintenance
September 15, 2011 (August 12, 2011)

NOTE: The bid opening date has not been changed.

Bid Opening: November 4, 2011 @ 3:00pm

Question/Answers

Q: Has a pre-bid meeting date been scheduled as of yet on this bid?

A: Yes – a pre-bid has been scheduled: October 5th ... 10:00am in Building “A” of City Hall, Room 390.

Q: I would like to confirm the previous contract number information; will this 20010053 replace 20080137? If this is not the contract, what is the contract number?

A: Yes-this bid #20110053 will be replacing the previous contract is #20080137

Q: If this bid does replace 2008-0137; I would like to know the total paid out to the vendors previously awarded. My information reflects that this contract was a split award to Ferry's, Dunn's, and Sampson's, correct? Are they all still in the picture on this contract? What were each of these vendors paid to date for all work done pertaining to this contract?

A: This contract was originally split between the three companies you listed. Currently it is only being done by Sampson. When it goes out to bid we hope to award to 1 contractor.

Since 2008 the payment to date are as follows:

Sampson: \$3,359,364.65

Dunn: \$53,900.00

Ferry: \$332,301.00

Instructions to Bidder:

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

Addendum #2
Sealed Bid #20110053
Removal/Maintenance of Exotic Species from
Wetlands/Uplands/Natural Areas
And
Aquatic Vegetation Control
August 12, 2011

NOTE: The bid opening date has not been changed.

Bid Opening: November 4, 2011 @ 3:00pm

Question/Answers

Q: Has a pre-bid meeting date been scheduled as of yet on this bid?

A: Yes – a pre-bid has been scheduled: October 5th... 10:00am in Building “A” of City Hall, Room 390.

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Instructions to Bidder:

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Addendum #1
Sealed Bid #20110053
Drainage Swale Liner Maintenance
June 9, 2011

The Bid Opening date has been changed to November 4, 2011 at 3:00:00 PM.

Pre-Bid date to be announced at a later date.

**NOTE: The bid opening date has been changed to November 4, 2011
at 3:00:00 PM.**

Instructions to Bidder:

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

Pre-Bid Meeting
Drainage Swale Liner maintenance
SB #20110053-LL
5 October 2011

Attendees:

Lisa Lawrence – OMB
Vickie Smith – OMB Secretary
John Dunton – ENG
Vincent Hill – ENG
Mike Ellman – ENG
Jim Angstadt – ENG
Todd Eliason – EEI Landscaping
Robin Brown – EEI Landscaping
John Owens – Greenscapes
Anthony Vachon – JSM Services, Inc.
Chris Coscia – JSM Services, Inc.
George Kieuski – PSL Landscape Service
Georgette Beck – PSL Landscape Service
Richard Samspon – Sampson Tree Co.
Josh Hamm – Sunshine Land Design

Lisa Lawrence: This meeting is being recorded. During the question and answer period, please speak your name and the firm you are with before asking a question. We have John Dunton with Engineering, Vincent Hill, and Mike Ellman with the Engineering Department, main disciplines to oversee the operation of the contract work. I want to remind everybody that the bid opening is November 4 at 3:00 pm. No bids will be accepted after that date and time. Any bids received late will be returned unopened, when I say late, at 3:01 it is late; so be sure to get your bids in with enough time. If you send it Federal Express make sure it's there for morning delivery, we can't always count on Federal Express coming up the walkway at 2:30. We are going to review the specification requirements. Mainly the insurance requirements have changed. Those of you, who have been bidding jobs with the City of Port St. Lucie or contract with the City of Port St. Lucie, please look over the insurance requirements in your bid package. Best way to make sure the insurance company has all the requirements is to actually fax them the sheets in your bid package and let them see everything that is needed. There is a bid bond required on this project; it is 5% of the bid. We are not accepting company checks or personal checks; it has to be a bid bond, cashier's check or security bond payable to the City of Port St. Lucie. Last day for questions is October 24, all questions must be submitted in writing to me, my email address is LLawrence@cityofpsl.com, or you can fax them to 772-871-7337. Karen Rodgers was going to come in and talk about the P-Card and the Visa Card; she'll be in, in a little while. So we are going to turn this over to Mr. Dunton.

John Dunton: Good morning everyone; does everyone have a copy of the contract? Typically what I'll do is go through everything mostly on the specific requirements, any time you have questions, raise your hands and we will be glad to embellish on that. I'm going through this page

by page, so if there are any questions I should be able to answer them. I have a map for each of you; just take one map per organization. This right here is currently the section that we're working on today. So when we get done here you'll be not only see the operations that's currently going on with Sampson Tree Service, but specifically what they're working and how they're working. This is the Section 10, so take these one per organization and when we get done I'll give you directions on how to get to the segment that folks are working.

Todd Eliason EEI: How many sections total? You said that was Section 10 is it 1 through ...?

John Dunton: That is the section..., I didn't give you a copy of the map of the whole city, I gave you a map of where they're working at today, so that if you want to go see the operation, you get to see the swale liner, how the operation's being done and what type of services are being provided out there. In the pre-bid I will give you the amount of liner, I think the most important thing is _____ that is supplied here. Again the areas involved are within the confines of the City of Port St. Lucie, a little over 3 million feet of liner that will be specifically outlined in the bid reply contract. Again, what I just handed you guys today is where we typically working today, in Section 10 which is in the central portion of the city. Most of the stuff upfront is the boil plate stuff for OMB. The first page I like for us to reference is page 733 as relates to the City's public image. You will be getting a lot of requests for service, there'll be complaints coming in, for the most part we are probably going through 70% of all residential houses within the City of Port St. Lucie generates a lot of interest sometimes it generates complaints and sometimes it generates compliments, but, it is very important that we have a clear line of communication. What I mean by that is on a daily basis there will be interaction with these crews and the public. Very important, on how we relate to the taxpayers. So, don't be surprised if you have a person like, Mr. Hill will be calling you on a day to day basis to meet with residents regarding the services that are being provided or not being provided. So be aware that that will happen multiple times a day and more so during this time of year when it's not as rainy as much. Rain has a tendency to dictate the majority of the requests we get, when services are being rendered.

The next page is page 8 of 33. Damage to Property – If you tear anything up, you need to immediately report it to the immediate field staff, Mr. Hill or Mr. Ellman. We just need to know what's going on because that is responsibility between the contractor and the homeowner but at the same time, the City will play the role as the liaison primarily because in some cases Risk Management, which is directly across the hallway from us, gets involvement on it; because we are a third party on the administrations contract. Make sure you just report that stuff, it happens, we don't expect it to, but if it does we have a protocol we want to follow. We need to be in on anything that has to do with activity that causes damage to anybody's property.

The next page is 9 of 33. 2.2 Safety Precautions – When you go out today, and I haven't even talked to Rich yet, I don't think I have to, you're going to see how the operation's to be done, you'll see the protocols that need to be adhered to as relates to vehicles being alongside the road right of ways, how they're staged, how they're set up, how safely secured. I'm not going to tell you all how to do that, you need to reference what the FDOT requirements are. I think when you go out to this area today, which these folks did about as good as any contractor has on how they take the safety stuff serious. So please pay attention to that if you do not have your safety

equipment out by myself or Mr. Hill will shut you down until you make the appropriate safety measures.

Rich Sampson – Sampson’s Tree Service: Please don’t interfere with my crews, while you’re out there. Questions, etc.

John Dunton: Page 10 of 33. You see where it says *Deficiencies, Additions or Deletions* that’s some boiler plate information basically if in the event that we decide that we want to deduct some work we have the ability to do that, we do not traditionally do that, we’ve had a time in the last five years where we’ve had two serious droughts, one being this year, where we did displace the services, just because there was literally nothing to be done. We don’t anticipate that happening, we have been approved the full amount of applications, in this fiscal year it is our intent to do just that.

The Dress Code 2.9 please read that carefully. The City pays a lot of money for this contract; the taxpayers deserve to see a professional organization out there. We find that to be very important, we do not want to be hypocrites, so if you see the way that City employees conducting themselves, we expect the same from our contractors. We don’t want to see a rainbow of different colors of uniforms out there. Primarily the best thing to do is you have safety vests on that certainly something that we are going to request. I think when you go out there and see his crews, along with any of the other crews you see us out there working. It’s not as if we differentiate between this contract and everything else, our standards are the same. Anybody that’s worked with us know that that is the truth. So, please, I know that sometimes you’ll have new employees, if they are on site they need to have safety. We prefer to have, well I’m going to say that they need to have a logo of the organization they’re working for, as with all your equipment. They must have your logos on them. There are several reasons, I think most of you guys know that the reason for it, but I’ll embellish. We have ten or twelve different contractors working simultaneously throughout the City dealing with a lot of the public. Sometimes they say that this guy did this, and this guy did that, or this woman did this and this woman did that, and we need to identify who those folks are and the easiest way to do it is if their vehicles are placard and their uniforms are placard. So please, that is important, we emphasize that.

2.10 Nobody has beepers anymore right? Everybody has cell phones? So make sure we have some cell phones so we can get a hold of you guys or ladies.

2.11 I’ll read this verbatim: Bidders are required to list all equipment and the source of equipment proposed to be utilized. The City reserves the right to determine proposed or the source from where the equipment proposed is adequate. **All equipment must have company identification work for the city.** Make sure you guys have identification on or else you need to take them off site.

Page 11 of 33, let’s go down to 3.4, I’m going to read this again verbatim, let me slow down a little bit. Bidder shall be responsible to insure that all equipment and supplies of the Selected Bidder and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. Don’t anticipate you’ll be parking any equipment on City property. You can basically take that out of the equation. You need to store them on your own

sites. There may be some very, the only operation that we have in the City of Port St. Lucie that we allow equipment to be stored is moving drainage right of way of greenbelt operation, because we have large tractors that we go from site to site, we park on the greenbelt. It's in our interest to do that because if we made them store them offsite, we would be paying for that, but we don't want to have, and I don't think you guys or ladies want to have your equipment stored out there, because it's small material. But, there may be circumstances, you need to provide that, in writing, but, that's not something that we're probably going to approve. So you want to store your stuff on your own property.

Adverse Weather; the only adverse weather we've had has been too dry. But if, in the event that we do have adverse weather and everything in the City by 10 o'clock in the morning that should be the time where we have to suspend operations, essentially we are going to give you all 1 for 1. You're gaining a day of credit for a day that you've lost. For each day that's declared from 10 o'clock, you lose, we want you all to aggressively pursue staying out there in the weather elements, because we know you pay for them but there several folks that's worked for us before know our position on that; we want to get it done, we want to provide a service. If this thing gets behind, it's like compound interest. It gets bad real fast and we're still expecting you all to perform, which means you're going to have to increase your labor.

Page 12 of 33 down at 3:10 now we get into the specific detailed specifications. Essentially what we are going to do is you do it six times annually you'll be doing 50% rotation per month. You're not going to be doing 75%; you're not going to be doing 40%, you'll be doing around 50%. Now, in some cases we're not telling you it has to be done to that day, but within a day either side of that, that liner will be done. If it is not being done, we'll handle it formally. It's a big operation, we can't afford to let it get behind, it compounds tremendously, especially with the weather. All the contractors that we've had, that we've worked with traditionally, have been able to accomplish that and so we know it can be done, it has been done. It's something you all have to monitor, there's an amount of liner that you need, you have to get done today, if you're behind, you have to add more crews, if you have less, you have less crews. But, it's very important and there's 760 miles currently in the City, so you need to cut that in half 390 miles a month, so you need to plan on doing that and divide it up by your crews. Keep in mind that every sections not the same, the section that we're doing right now, is the wettest area in the City. You have areas in other areas that you'll find as you go along, so there is a learning curve in this.

The next thing below that is 3.10.2, everyday you are going to send us an email, a fax, no phone, and we want either an email or facsimile of where you're going to be working, lot, block, section. Section 10, blocks 499-555, section 10. We want to know where you're going to start at, because what happens is as we're doing our work, we want to find you too. You guys have five different crews working different sections; you might be the next section down because there is a specific rotation you'll follow. We want to find your starting point so we know where you left off the day before, which we pretty much know, so we know where we can expect the work being done. Make sure you have somebody out there, we know a vast majority of folks we have had in the past are of Spanish descent, but we need to have somebody out there that can communicate in English when called upon.

Hours of Service: Monday through Saturday, 7 a.m. to dusk. You want to work Sunday? You need to send that to us in writing. In addition to that, if you are to request work on a holiday, you will send that to us in writing. Don't anticipate you will be working on holidays, and the reason being is that everybody deserves a day off, the citizens deserve a day off, not to say we will not do that, it's not something that we're a fan off.

Now is when I go into the minutes of the Swale Liner Operation. It's all pretty clean cut. This is one of the few contracts that's as big as it is, but is as simple as it is. It's not rocket science. If you want to go in and read the specific details please do so, I'm not going to go and read through it because again, they're quite self explanatory. But, please read them.

The next page which would be 13 of 33, 3.11.5, we will have at the beginning of each week, you will give us a summary of the cubic yards that you guys will be displacing off site onto our city supplied recyclable fill site. There are several reasons for that. One is we have to do what is called NPDS reporting to the government regarding the type of material we're moving for various purposes. So we will be requiring by the cubic yard, which we're currently doing.

Vincent Hill: What I do is do an inventory, throughout the whole month, at the end of the month, I forward that to the next person in the system.

John Dunton: So get your cubic yards, you know what they are, however you're going...

Rich Sampson: All debris must go to the yard. Nothing gets put in the woods right.

John Dunton: We have a City reserve site, you will be displacing material. Nothing is to be left on site; everything is to be removed off site, including your unimproved properties. It has been done in the past, where you have vacant properties; you would take that material and just place it in the backside, into the vacant property. We know longer be doing that. All that stuff will be moved off site, we have a site centrally located in the City of Port St. Lucie at Crosstown Parkway and Cameo, the site may change, but that's what we use, that's where we recycle material. Everything will be brought off site every day, if you are to leave anything off site, you must let us know, that before the end of the workday. We will have the discretion of whether you can leave it there or not, don't plan on doing it, want to make sure we're very clear on that. There may be some special circumstances, but that's not something that we are a fan of having done. We don't want them left there, if they are there, they need to be properly secured. But, don't anticipate that you'll be leaving stuff on site, because it creates too many complaints and it looks unsightly. What happens is we get complaints that look at the City, they're lot's illegally dumped, and so, we guard against that. But there is extenuating circumstances that we may need to go down that road.

Very important, 3.11.7, during each rotation of each day you are required to repair all swale liner that has been displaced, or it has displaced itself. Now, in the event that you have a personal property adjacent to a liner that's been damaged by them, please bring that to our attention, and we'll report it to code enforcement and have that addressed through them. What happens sometimes, especially certain times during the year, when it's dry out, that liner becomes somewhat like bacon and that black seems to want to pop up and you need to pop that liner in

there. You will be doing it with each rotation, plan on doing that, you will be supplied pegs, that the City will supply you, you get a hold of Mr. Hill's office, you should always have them on all your pieces of equipment everyday and we will check for that. We make sure you have that in the equation, because you will be pegging liner every day for the most part.

Any questions you have, go through Miss Lawrence's office, no questions are to be done through anybody, through staff, when you guys go out there and you see these crews working, the majority of you have already seen these guys working, because I am familiar with some of you all ...

Any subcontractors, you need to make sure you have all the applicable information that needs to be provided to the Office of Management and Budget. We need to know that, if you're going to have a subcontract work there, they need to go within the confines of the laws within this contract, but we want to know it also, from an operational standpoint, so we know who we're dealing with.

We will either have two scenarios that you see in the pages 19-33, those two scenarios are, we have the option of five rotations or six rotations, we budget for six rotations, and we find that to be the adequate level of service to sustain the liner. Five does work, but I think when you get down to four, we found you are paying more for four than you are for six, just because of how everything accumulates. So that's how we have it staged that way. Then at the very bottom, there are times during certain events where we may need some assistance so we have a little provision at the bottom which essentially means we may need you to exercise some services during unfortunate or uncertain circumstances.

Question: You're not talking about big equipment are you?

John Dunton: No, I'm not, pickup truck, hand tools, and any labor. We use it, not much, but we do exercise, if we need you from time to time to do that. You will be supplied an annual schedule, they're going to tell you, you will get a set of maps, like this, you can see how on the maps, it's very self explanatory, very well done, gives you the feet, gives you the mileage, gives you how everything is color coded, so it's very good, clear, concise information; it should leave little to no doubt on what you are expected to do.

Lisa Lawrence: Just for clarification, Todd had asked, "this is Section 10, how many sections are there?"

John Dunton: 67. Don't let that fool you, don't think about that. Everything is connected to each other is the first thing. We're going to give you a rotation that we've done, we've used with contractors back ten - fifteen years ago, that they're all comfortable with. We just do a rotation, I ask you to keep in mind, every section is connected, but we have a way that we want to do that and that's what you'll be leaning on Mr. Hill and Mr. Ellman for, they are adequately experienced in doing this. Quite frankly after you get through with the first, couple, three times, because these residents know when you're going to be there, they know, and if you're on time, the phone doesn't ring, if you're not on time... For instance, this year has worked out really good. Good weather, good contractor, the requests we get have nothing to do with the liner;

usually they're thanking us, this year, but that's not always the case. It's very important that you do adhere to the specific way that we do it. If you start this way this time and start this way that time, it don't work and you're going to be ripping your hair out of your head. You're going to have times when it's raining a lot and what you're going to have to do is to start something at the top end where you stop at, you're going to have to go to the out fall and work your way back so you're not having the water chase you. I see people shaking their heads because they have experienced it. It can be a hellish experience during some inclement weather if you don't adhere to that. And that gentleman right there is more than willing to help you all. Listen to him, because he knows it better than anybody sitting in this room.

Lisa Lawrence: Back to the map, couple more question, just so that everybody's clear; the selected contractor will receive a packet with all the maps in them?

John Dunton: You will see the copy of the most current maps, or changes. Back in 2004-2007, this thing changed like the Dow Jones, we were putting in 17,000 feet of liner just in new homes per month, which was actually spray, because keep in mind, the homes that are independently bought and built on are by themselves, they may be in isolated areas, there may not be liner adjacent to that. You are going to see that on there, especially up north, when you look in the Torino area, you're going to see what's a lot more dotted, because the City of Port St. Lucie had not gone up there and done large rework projects because typically what we do is A-Z. We do blocks at a time. You'll be able to tell where the new homes are at that are independent because there won't be liner adjacent to them, which are more challenging, also; because you don't have a positive flow exiting from these properties, but that's part of what the contract detail you will have to address. Then what is going to happen is every two months we get updates. The only thing that you are going to really see change is where we're installing liner (the Engineering Department). That's what you're going to see the change is. There may be a decision when you do that liner, depending on where you're at, if you're two or three weeks away from when they complete that. You're going to probably do a liner. If they're just throwing the sod down when you're there, he may say, "don't do the liner this time, by pass it because we need to let that sod adhere to this swale". These are determinations that will be made between the City staff and our contractors.

Lisa Lawrence: Any other questions regarding the maps?

John Dunton: They change every two months. Every two months you'll get a new set, it's not going to change much, like it did in the past, but something that you will be receiving.

Question: In the previous contracts, the mowing of the six foot on each side of the lot; was kind of involved with the edging, which helped keep debris out of the liner. Now that someone else is doing that mowing, are they pretty good about not blowing grass and piling up down the liner, putting the burden on us to remove all that?

John Dunton: The response on that is it's a tough one. What happens is, that only happens two times a year; it happens in the summer time. I'll tell you why because we mow the City, June, July, August, and September. October and beyond we only mow half the City and we coordinate with our mowing contractor we had doing that. It works out pretty well. There needs to be some

communications because what we don't want is at all purposes, because keep in mind at the beginning of the month you're going to be here and we're there too (the other crews). The schedules are somewhat the same. What we'll do is say "Nature's Keepers has the contract for the _____, when you guys get done, hop in front of Sampson's Tree Service, give them plenty of liner". So we have a good clean product at the end of the month. That being said and the thing that we do is we tell the contractor, if you get behind that _____ and you tear up that liner in there, you've got to clean it out. So that's on the road right of way operation. Just so we can make sure we are saving some money, you all do not have to do any weeding around any of the poles, signs, etc. That is with the road right of way operation, but where you will have to do that is where the stuff outfalls to pipes. All that stuff you'll be, they have to do it too, but that's something that we know, you have to clean the pad out and stuff like that, it's specifically outlined in the contract. You do not have to do any weeding around any utilities poles or anything, that is all done in a separate contract, so please do not put that in your unit pricing.

Question: We're just doing the weeding around the pads and cofferdams?

John Dunton: That's correct. It's outlined in there, because the road right of way operation covers all those other things. That was a duplication we had in the past and we realize there was value for us to do it, because that was something that you all would not be required to do. Essentially you'd have to add an extra person on each crew, so that's twenty times, that's a lot of money.

Question: The dumping, where are we putting everything? Are we including the dump fees? Are you saying we have to take it all to the dump? Or do you have a place for us to bring it?

John Dunton: Yeah, I said earlier, at the section of Crosstown Parkway and Cameo we have a recycling site and you will have the ability to go there.

Question: What time does that close down?

Mike Ellman: I'm not sure about that, but I'll say they close at three o'clock.

John Dunton: We are not dumping at the main dump. The City of Port St. Lucie will provide you a site to dump all materials. Please make certain no perishable material. We don't want to have people's lunches or soda cans or bottles. We don't want that trash mixed up in there. We want everything that's biodegradable material.

Todd Eliason: Separate the debris, if you have a lot of sediment, dirt, gravel, whatever. Does that need to be separated out?

John Dunton: No. The only thing that needs to happen is... What seems to happen on some occasions is we have had some of the contractors during lunchtime or taking their breaks. They throw it into their debris pile. Don't have them throwing soda cans and stuff in the debris pile. You are not going to be removing trash, that's being done by a separate organization. They have to remove the stuff to an approved facility.

John Dunton: Now we can do this two was, we can go out there and look at the site, you all can go out there and look at it on your own and look at it. To be honest with you, I am very confident in the operation we got going out there to the point that I don't think I have to go out there and look at it. The way it's going to set up is the way we're going to want to see it. Except for if I walk out of here, and Rich gets on his Nextel and starts barking out a bunch of orders. Then I'll know I'm not right, but... So, if you guys want to go out and see their operation, that's exactly what to expect. We know what this gentleman and his guys are doing, we know is exactly how we want it done. I don't even have to go out and look at it.

Question: Does it have to be done today?

John Dunton: No, it's up to you. You guys...

Question: Site today?

John Dunton: If you want to we can. That means that she's going to have to go too because she has to take notes on all this stuff.

Lisa Lawrence: You cannot separately go and speak to these gentlemen. You can go look, but you cannot speak to anybody. So, it's up to you. If you want to go look, we can go if that's what you want to do.

John Dunton: Please don't be deterred, if you're the only one who wants to go do it, let's go ahead and make sure. We'll pull along side of the road. But again, as I said, the operation you're going to see out there is going to be precisely what we expect.

Lisa Lawrence: You are more than welcome to go out there and look, but to speak to anybody; you're not allowed to do that. Does anybody have any more questions regarding the work itself?

John Owens: The performance bond, is that new for this contract?

Lisa Lawrence: No.

John Owens: When did that start, last contract?

Jim Dunton: Last time...., probably what it is now. The budget amount is out of our hands, that something that we have to. It's up to \$20,000. We have to bond it and we're bonding this job, there is no doubt about it. This is a job that must be bonded. You can't talk about a 40 person operation, you guys leave on me one day in July and that's not fun for nobody except... That's why we're doing that. And, it just needs to be done that way.

Georgette Beck: Is that a bid bond?

John Dunton: There's a bid and a performance on it too. Bid bond you get back after the things, and the performance bond is the five percent whatever the budget on the job is for.

Lisa Lawrence: You all give cashier's checks or bank drafts they are not deposited. They are held by me in my office in a drawer until the job is awarded. Now when I say awarded, I mean we actually have a signed contract. Once we have a signed contract, I send them all back to whoever was not awarded the job.

Question: I was thinking, maybe I misunderstood, but those would not be accepted, you had to actually have a bid bond from a bond company, not a ...?

Lisa Lawrence: Bid bond or a cashier's check. We will not accept personal company checks or personal checks. But we can accept a cashier's check. As I said, they will not be deposited. They are not held by John, they are held by me in my office and they do get sent back the minute the job is awarded and we have a signed contract. Does anybody have any other questions regarding that?

I have Karen Rodgers here who is in charge of our P-Card program. She would like to go over the Visa card...

Karen Rodgers: I can just go over it real briefly. Who all in here accepts a credit card in the form of a payment to you? Okay. Our preferred method of payment with the City is to pay you with a credit card. It is something that is looked at on the bid. Is it a primary thing we look at on the bids? No, but it is something that is taken into consideration when we award the bid. How that works is, you get set up to accept a credit card just like you would anywhere else and the invoices are submitted to us. We tell you to okay the charge, we give you the information to charge the card and you are paid within 2 or 3 days versus the 30 to 45 days. If you are not aware of how it works, I'm more than happy to talk to you at anytime, I have my card here. I know a lot of people don't like this method, but like I said, it is our preferred method of payment. I know especially JD does not look at that to be a primary reason to why you get awarded the job, but it is looked at.

Lisa Lawrence: Just a little bit more embellishment on that. If you currently accept Visa, then you are required to accept Visa, if you're awarded the contract, you don't have a choice. So if you currently accept it, you have to take it.

Question: Who is paying for it at the end of the month? They get a lot of interest on the cards.

Lisa Lawrence: Yeah, they do. They are tax deductible; however, so make sure you save them and give them to your CPA because it is a tax deductible...

Question: The City realizes too, though on the other end, like on our end, like when we accept, a lot of times there's two or three percent charges for us using the Visa system so on a million dollars that's a lot of money. I don't know if the City has that taken into account.

Karen Rodgers: On the invoice you're not allowed to put that charge on your invoices. What you have to do is calculate that in your bid.

Question: That was the point, it's not a savings for the City.

Lisa Lawrence: It's not a savings issue. Sometimes it benefits the vendor when you know you can get paid two or three days after you do the work. In some cases some vendors think that's a plus. They get the invoice and in two or three days they get paid. You don't have to wait.

Karen Rodgers: We actually have vendors who give us a discount for being paid that way. I'm not telling you how to look at your organization, but if you're looking for a good comparison of getting paid by a p-card versus getting paid by check you would also find that there's a savings in the whole entire process, and that's

Question: On using the card, the person that calls and authorizes the card, has the authorization, he doesn't need to go through somebody else, for instance somebody, another department that we used in the past, calls us up and says "that invoice is more than my authorization; I need to get somebody else to approve this." Or whoever's calling has the authorization to approve that amount of money?

Karen Rodgers: The way you would get paid with p-card is actually no different than being paid with a check. Whoever has to approve it when you paid with a check has to approve when you get paid with a p-card. If there is a discrepancy on the invoice, then you will not get paid for that invoice.

Lisa Lawrence: I believe John, you make that decision?

John Dunton: We usually pay the bills on every Friday. That's the way that our preferred method is with several vendors that use Visa, a bunch of them as a matter of fact. Joanne Fitzgerald our procurement person is quite qualified in doing this, talks to the office manager; they call me on Friday, call in this invoice and works out seamless as possible. It's is non-issue.

Lisa Lawrence: The only thing is that, in answer to your question, yes the City is aware of the fees. It's up to you to shop your bank, who's going to give you the best deal. The only reason why it's being brought up is because it is a benefit to get paid 2-3 days as opposed to 30-45 days depending on how the City cuts their checks. We're just giving you the information, if you want more detailed information Karen Rodgers has her business card and she would be able to talk to you fully about that. You can talk to her about the p-card. Does anybody have any other questions, regarding anything?

Question: Are they going to be required to have a facility in the City to service the City or are they going to be allowed to travel from out of the community and come work?

John Dunton: As long as they show up on time, and they get the work done they can come from Key West as far as I'm concerned. I think local preference is there's something to be said about that, it's not a decision we make. I make my recommendation base on the facts within the confines of the contract other than that, that's not an issue for our department.

Lisa Lawrence: I'm having this issue on another bid, as far as local preference. I think that City Council has determined that we are not allowed to award based on local preference. It all

depends on where the financing is coming from. That is a small portion that we look at, but it's not an overall decision...

John Dunton: This is storm water, so there will be a local preference on this contract.

Jim Angstadt: The City's local preference ordinance applies to St. Lucie County, Martin County, Okeechobee County and Indian River County. It encompasses those four areas, so if you have a local office there, would be considered meeting the local preference requirements.

Question: So local preference is a requirement? I did not read that in the specifications.

Jim Angstadt: We'll investigate it and if need be, we will add an addendum. There will be an addendum based on minutes from this meeting. If it requires an addendum we will do so, but we will clarify that and have that added as an addendum if the local preference ordinance applies.

Question: If the local preference is put on it, obviously it will be some percentage, all part of the contract. Whoever the awarded vendor will be, I would assume whether they were here or not would have an office here. Which as we did years ago, would that qualify or not?

John Dunton: Let's realize that we know the local preference is between the counties that James had mentioned you're going to have an office in the City, or in the County, because of fuel.

Question: But you have to have an office at time of bid, not after award to meet local preference. Anybody's going to have an office after. It just makes no sense to say, you're going to move here after you're awarded.

Jim Angstadt: Well, there are some that will do that, because obviously if you do that, you're hiring local people.

John Dunton: That's a good question. They're going to get an office here, that's going to happen one way or the other. But what he's saying is, it's a question of somebody else needs to answer as to whether that's legal, whoever that is.

Lisa Lawrence: It's a factor that comes into play whether they're a local office at the time they bid the job. Is that the question?

John Dunton: I think what they are saying is, folks here that get local preference is somebody that already housed here and what he's saying is, he's in Polk County, he's not within the local contract but if he gets the job, he's going to set up shop here. Somebody needs to clarify that.

Georgette Beck: I thought local preference meant you lived here, you pay local city taxes here?

John Dunton: I understand it that way too, but I don't ...

Jim Angstadt: We'll try and get a clarification on that. You get the addendum, you see it, you have any questions, you can always raise them and we'll coordinate and get back.

Anthony Vachon: What is the price per mile?

John Dunton: 251, it's been pretty consistent, any other questions?

Meeting Adjourned

PRE-BID ATTENDANCE
20110053-LL
Drainage Swale Liner Maintenance
October 5, 2011 @ 10:00 a.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Georgette Beck	PSL Landscape Services	pslandserv@beckortho.com	Ph: 216-0094 Fax: 873-8806
3.	Todd Eliason	EES Landscaping	todd.e@eliasenervinmental.com	Ph: 772-220-8328 Fax: 772-220-8331
4.	Ruben Brown	E.E.I.	rob@eliasenervinmental.com	Ph: 772-220-8329 Fax: 772-220-8331
5.	Richard A Sampson	Sampson Tree Co.	Richard.Sampson@SampsonTree.com	Ph: 370-6618 Fax:
6.	Anthony Vachon	JSM Services Inc	ccoscia@JSMservicesinc.com	Ph: 772-519-8573 Fax: 863-533-6852
7.	Chris Coscia	JSM Services Inc	ccoscia@JSMservicesinc.com	Ph: 863-533-6850 Fax: 863-533-6852
8.	John Owens	GreenScapes	greenscapesinc@juno.com	Ph: 772-519-8573 Fax: 772-969-1544
9.	GEORGE KWIŃSKI	PSL LANDSCAPE SERVICES	georg@psl.com	Ph: 772-8793266 Fax: 772-8732806
10.	JIM ANGSTADT	PSL ENG.	jangstadt@cityofpsl.com	Ph: 772-344-4239 Fax:
11.	Mike Ellman	PSL Eng		Ph: Fax:
12.	Vincent Hill	PSL Eng		Ph: Fax:
13.	Josh Hamm	SUNSHINE LAND DESIGN	jhamm@sunshinelanddesign.com	Ph: 772 283 2048 Fax: 772 283 8944
14.	John Duntan	PSL ENG	jduntan@cityofpsl.com	Ph: 772-344-4035 Fax:

AGENDA

Pre-Bid Conference Bid #20110053-LL Drainage Swale Liner Maintenance

October 5, 2011 @ 10:00 am

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is November 4, 2011 @ 3:00pm

No Bid will be accepted after that date and time.

Any Bid received late will be returned unopened.

4. Review of Specifications requirements:
 - Insurance Requirements
 - Bid Bond
 - Bid Sheet
 - Last date for questions is October 24, 2011. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com.
5. Karen Rodgers - P-Card/VISA Card
5. Turn over to: John Dunton, Project Manager, Public Works
6. Additional questions from Prospective Bidders.
7. Adjourn

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

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- View Quotes
- Supplier Search
- Build Broadcast List

Bid Details

Bid Information



Agency City of Port St. Lucie - Office of Management and Budget

Bid Type Request for Sealed Bid

Bid Number SB-20110053-0-2011/lla

Fiscal Year 2011

Bid Writer Lisa Lawrence

Bid Name Drainage Swale Liner Maintenance

Bid Status Under Evaluation

Bid Status Text None

Award To

Due Date/Time 11/4/2011 3:00 PM Eastern

Broadcast Date 6/2/2011

Bid Bond 5%

Project Estimated Budget \$1,200,000.00

Plan (blueprint) Distribution Options None

Distribution Method Download and Mail

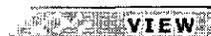
Distributed By Onvia DemandStar

Distribution Notes None

Scope of Work Supply mowing services for the City drainage swale liners and intersection maintenance.

E-Bidding No

Legal Ad



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

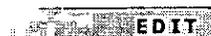
Pre-Bid Conference

Non-Mandatory
 June 24, 2011
 11:00 am
 Public Works Complex
 Training Room
 450 SW Thornhill Drive
 Port St. Lucie, Florida

Publications

No Publications Data Found

Documents



Bid Package Bid Package (33 Pages, Complete)
 Addendum #1 (1 Page, Complete)

Addendum #2 (1 Page, Complete)
Addendum #2c (1 Page, Complete)
Addendum #3 (5 Pages, Complete)
Addendum #4 (1 Page, Complete)

Award Bid Tabulation (1 Page, Complete)

Commodity Codes

SRV-988-00 - ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
SRV-988-36 - Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
SRV-988-75 - Roadside Maintenance Services (Including Mowing, etc.)
SRV-988-88 - Tree Trimming and Pruning Services

Statistics

Planholders There are 56 planholders for this bid
Broadcast List 900 suppliers have been notified
Supplemental Suppliers 1 Supplemental Suppliers
Filtered No
Post-Bid Viewers 9 viewer(s)

[<< Return](#)

CITY OF PORT ST. LUCIE

Sealed Bid #20110053-LL

Drainage Swale Liner Maintenance



Prepared By:

Lisa Marie Lawrence

Office of Management & Budget

121 SW Port St. Lucie Boulevard

Building A – Suite #390

Port St. Lucie, FL 34984-5099

772-871-5222

INVITATION TO BID

Sealed Bid #20110053-LL for **Drainage Swale Liner Maintenance** will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:00:00 p.m. on July 8, 2011. Specifications are attached.

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

A one time only pre-bid conference for all bidders will be held at the Public Works Department, Training Room, 450 SW Thornhill Drive, and Port St. Lucie, Florida 34984 starting at 11:00 a.m. on June 24, 2011. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed. This conference will be followed by site visits, to be conducted by John Dunton, Manager of Mowing for the Public Works Department. It is estimated that the site visits will run from one (1) hour to 2-1/2 hours, depending on the number of participants and questions asked. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

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

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

Each bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie.

Lisa Marie Lawrence
Contract Specialist
Office of Management & Budget

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

SPECIFICATIONS
BID #20110053

Drainage Swale Liner Maintenance

OVERVIEW

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

- The Selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.
- The city has 760 miles of drainage swale liner. The bidder should be aware that the City is installing additional swale liner and road right of ways. The bidder will be required to maintain additional mowing as growth continues throughout the City.
- Maintenance of the Swale Liner at continuous rotation could be 5 or 6 times per year. This will be at the discretion of the City contract supervisor.

INTENT

- The City reserves the right to modify the level of service due to environmental conditions funding availability and/or the demands from the public.
- **Areas Involved:** Designated areas will be given at Pre bid, and any area requested by City Contract Supervisor. Mowing maintenance may vary. The City contract administrator shall exercise discretion as to the amount and number of mowings for all property including the swale liner rotations.
- **Definitions:** Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

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

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

1. GENERAL REQUIREMENTS

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

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

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

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) 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 five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.

- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.

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

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

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and two (2) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

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

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

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

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

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

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

PLEASE NOTE

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City 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.

1.21 Permits – The Selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

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

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder. **Any and all equipment that is temporarily parked along the Road Right of Way during the course of daily work must be secured with DOT certified safety cones.**

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

2.4 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Selected Bidder.

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

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

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

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

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

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

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

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

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

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference—Bidders are advised that a Pre-Bid Conference is scheduled for June 24, 2011 at 11:00 a.m., at the Public Works Department, Training Room, 450 SW Thornhill Drive, Port St. Lucie, Florida 34984. This conference will be followed by site visits, to be conducted by John Dunton, Manager of Mowing for the Public Works Department. It is estimated that the site visits will run from one (1) hour to 2-1/2 hours, depending on the number of participants and questions asked. Locations of the site visits will be announced and list passed-out to all attendees after the Pre-Bid Conference. Any questions from bidders are to be submitted in writing to the Office of Management and Budget three (3) days before Pre-Bid Conference.

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

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

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

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

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

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

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

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

3.10 Detailed specifications

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

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

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

3.11 Maintenance of Swale Liners

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

3.11.2 Contractor shall edge the liner during each rotation.

3.11.3 Contractor shall weed eat along the liner if necessary.

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

DOT reflective cones. Additionally the sight must be restored to equal or better condition, which may require sodding. This decision will be at the contract administrator or there designees discretion.

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

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

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

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Selected Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

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

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Florida Statues, in the amount of 100% of the Contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been

executed by the City Manager and a purchase order or Visa order form has been issued. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

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

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

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

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage's 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 Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

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

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

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

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

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 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 - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents for Contract**

#20110053-LL. The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits; the Bidder 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.

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

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

5.10 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract **#20110053-LL for Drainage Swale Liner Maintenance**

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

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

6. ADDITIONAL INFORMATION

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

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

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

6.4 Bid Information - For information concerning procedures for responding to this bid, contact **Lisa Marie Lawrence at (772) 871-5222**. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Ms. Lawrence is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a bidder to **any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

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

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

Bid Reply Sheet
Sealed Bid #20110053-LL
Drainage Swale Liner Maintenance

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

BID RESPONSE:

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

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

Fixed prices per mile:

Type of Area	Est. # of miles	rotations	Total miles cleaned	Fixed price per mile	Total Dollar amount per number of rotations
Drainage Swale	760	5 May, July, Sept, Nov, Feb to April	3800		
Drainage Swale	760	6 Jan, Mar, May, July, Sept, Nov, or bi- monthly	4560		

Award is to be based on the Total Dollar Amount

- Estimated time to complete one cycle of drainage Swale maintenance _____

5.4 Time charges for hourly rate for work performed beyond contract requirements @ per hour
 (including vehicle, hand tools and equipment)

Hourly rate	work performed beyond contract requirements	rate per hour

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.

5.5 Bidder proposes to use a subcontractor for Item #5.3 and/or 5.4 above:

YES _____ NO _____

(Include business name, contact person, telephone number)

5.6 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer	Part No.
_____	_____
_____	_____
_____	_____

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

Company Name	Contact Name	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

9. CERTIFICATION

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.

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)

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

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

Bid/RFP Number: 20110053-LL		
Title: Drainage Swale Liner Maintenance		
Bidder/Respondent: _____		
Reference: _____	Telephone #: _____	Fax #: _____
Email: _____	Person to contact: _____	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

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

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

How many change orders were requested by this Contractor?

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

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

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

Thank you.

For OMB Use Only	
Reference Checked	

Clerk Checked	
---------------	--

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No.* () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean John Dunton, at (772) 344-4035, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications **#20110053 Drainage Swale Liner Maintenance**, including drawings, sheets number 1 thru 33 are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is based upon contractor's actual performance as directed by contract supervisor and verification of work completed, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

Fixed prices per mile:

Drainage Swale	760	5 May, July, Sept, Nov, Feb to April	3800		
Drainage Swale	760	6 Jan, Mar, May, July, Sept, Nov, or bi- monthly	4560		

Time charges for hourly rate for work performed beyond contract requirements @ per hour
(Including vehicle, hand tools and equipment)

Hourly rate	work performed beyond contract requirements	Rate per hour
-------------	---	---------------

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

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the purchasing card program which guarantees payment within several days. Payments shall be made provided the submitted invoice accompanied by adequate supporting documentation and approved by Contract Supervisor.

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

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

**SECTION IV
CONFORMANCE WITH BID**

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

SECTION V INDEMNIFICATION/INSURANCE

The Contractor 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 Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor 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.

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

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. 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, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110053-LL. The Certificate of Insurance and policy shall unequivocally provide thirty (30) day's 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 ensure that all subcontractors comply with the same insurance requirements referenced above.

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

Contractor may satisfy the minimum limits required above for 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 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.

Performance and Payment Bonds

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

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

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

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

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**SECTION IX
CLEANING UP**

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

**SECTION X
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV
LICENSING**

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

**SECTION XV
SAFETY PRECAUTIONS**

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

**SECTION XVI
ASSIGNMENT**

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

**SECTION XVII
TERMINATION**

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

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
APPROPRIATION APPROVAL**

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

**SECTION XXI
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this contract, to provide the identical services required in this contract for the identical period of time in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract at the agreed upon price for an additional five (5) year term. The City will consider fuel and labor adjustments independently. For the purposes of these adjustments, Gasoline is hereby considered to be ___% of the unit price and Diesel is ___% of the unit price. The City will implement semi-annual fuel adjustments, only if fuel prices rise or decline 10% or more in that six (6) month period, based on the Central Fuel Index. The City will consider labor adjustments once a year, on the contract anniversary date, and base according to the Florida Research and Database (FRED) for the past year. For this adjustment, ___% of the unit price is considered Labor. The City will not allow contract adjustments, up or down, to exceed 5% in any one contract year.

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

**SECTION XXII
ENTIRE CONTRACT**

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

BALANCE OF PAGE 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.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of: _____ at Large.

My Commission Expires: _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with 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: #20110053-LL

Bid Title: Drainage Swale Liner Maintenance

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
Bid #20110053 - LL
Drainage Swale Liner Maintenance

Name of Bidder: _____

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

_____ Bid Reply Sheet with proper signature and notarized.

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

_____ Mailing envelope must be sealed and identified with:

- Bidders Name and Address
- Bid Number: 20110053-LL
- Bid Title: Drainage Swale Liner Maintenance
- Bid Opening Date & Time: July 8, 2011 @ 3:00pm

_____ Drug-Free Workplace Form

_____ Bid Bond

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section 5

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

_____ One (1) original and two (2) copies of required documents **(NO RINGED BINDERS)**

_____ List of three (3) References/Projects

_____ List of Equipment

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

MEMORANDUM

DATE: May 13, 2011

FROM: Lisa Marie Lawrence

SUBJECT: Drainage Swale Liner Maintenance

Attached for your review are the draft documents that have been prepared for the above bid. If you desire any additions, changes, or deletions, please mark where appropriate.

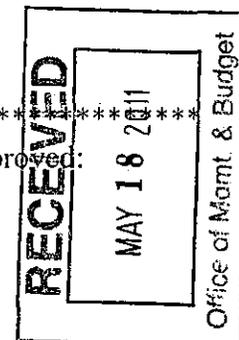
Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

PW
Donald Freedland has reviewed standard specifications and standard contract documents and approved:

(With Changes X Without Changes)

Donald Freedland 5/17/11
(Pending Changes Listed) (Date)



LEGAL has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

(Pending Changes Listed) (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

(Pending Changes Listed) (Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:

(With Changes Without Changes)

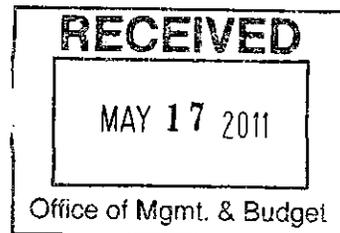
(Pending Changes Listed) (Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: Lawrence 5/17/2011
(Date)

MEMORANDUM

DATE: May 13, 2011
FROM: Lisa Marie Lawrence
SUBJECT: Drainage Swale Liner Maintenance



Attached for your review are the ~~draft~~ documents that have been prepared for the above bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

Donald Freedland has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___)

(Pending Changes Listed)

(Date)

✓ ~~RISK MANAGEMENT~~ has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes ___)

Bene U Nag

(Pending Changes Listed)

5-16-11

(Date)

** Please use new updated insurance coverage*

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ Without Changes ___)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

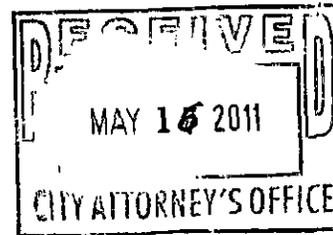
OMB Confirmation: *L. Lawrence*

5/17/2011

(Date)

MEMORANDUM

DATE: May 13, 2011
FROM: Lisa Marie Lawrence
SUBJECT: Drainage Swale Liner Maintenance



Attached for your review are the ~~draft~~ documents that have been prepared for the above bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

Donald Freedland has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

(Pending Changes Listed)

(Date)

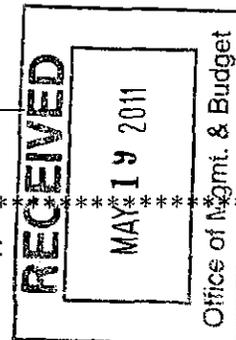
~~LEGAL~~ has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

Pam E. Hakim

(Pending Changes Listed)

5-18-11

(Date)



RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes Without Changes)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: lmLawrence

5/20/2011

(Date)

SECTION 3



SECTION 10

Sample



Liner Maps by Section: SECTION 10

Improved w/ Liner:	87860 feet	16.64 miles
Vacant w/ Liner:	17848 feet	3.38 miles
Total w/ Liner:	105708 feet	20.02 miles

Line Type	Color
No Data	White
MISC.	Blue
IMPROVED	Red
IMPROVED CORNER	Red
VACANT	Green
VACANT CORNER	Purple

Date: 8/8/2011
 Page: 10 of 68
 Tech: MFK
 M/S GIS #: misgis0012

0 0.05 0.1 Miles