

**PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST**

Meeting Date: March 26, 2012

Public Hearing  Ordinance  Resolution  Motion

Item: Contract #20110129 – Ready Mixed Concrete, Fiber Mesh and Flowable Fill.

Recommended Action:

Approval to enter into a Fixed Price Contract with Tarmac America, LLC for the prices submitted on their Bid Reply Sheet. Purchase Orders will be issued as needs are determined. Contract Period will be for one (1) year with four (4) additional one year renewal options contingent upon mutually agreed upon prices and satisfactory service. Contract may be renewed without further Council action.

Exhibits: Department memo attached [  ] yes [  ] no  
Copies of the Bid tabulation Report, Specifications, and the submitted Bid Reply Sheet.

Summary Explanation/Background Information:

Following the ending of a five (5) year contract with Tarmac America, LLC, bids were solicited for ready mix concrete, fiber mesh and flowable fill. Bids were broadcast on Demandstar on January 19, 2012. Twelve hundred (1,200) suppliers were notified, four (4) plan holders downloaded the bid and one (1) response was received from Tarmac America, LLC on February 8, 2012, which resulted in a 34% decrease in prices.

The need for the above is to supply ready mix concrete, fiber mesh and flowable fill to all City departments for pouring driveways, sidewalks, and end walls.

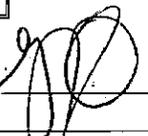
Purchase (  ) is (  ) is not a replacement Purchase (  ) was budgeted (  ) was not budgeted.

Current Year Expense: **\$ 80,000.00** and renewal years as per budget.

Department requests expenditure from the following:

Fund	401	Stormwater
Cost Center	4126	Drainage
Object Code	553000	Road Matter
Project	000000	N/A

Director of OMB concurs with award: 

City Manager concurs with award: 

Submitted by: **Patricia Roebeling**

**RECEIVED**

Title: City Engineer

MAR 20 2012

Date Submitted: March 19, 2012

City Manager's Office



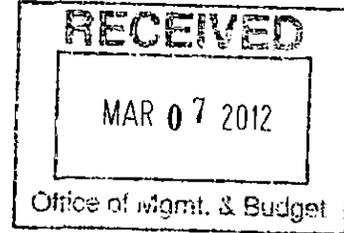
"A City for All Ages"

# CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

To: Cheryl Shanaberger – Deputy Director of OMB  
Thru: Kimberly Graham, P.E. – Assistant City Engineer  
From: Jennifer M. Gent, P.E. – Civil Engineer  
Date: March 5, 2012  
Re: Acceptance of Sealed Bid # 20110129  
Ready Mix Concrete  
Tarmac America, LLC



Attached please find Sealed Electronic Bid #20110129 for the purchase of ready mix concrete, fiber mesh, and flowable fill. The pricing for these materials is less than the contract prices in previous years. Specifically the cubic yard associated with the two types of quick dry concrete mixtures was significantly lower than previous years. This contract will expire one (1) year from execution with the option for four (4) additional one (1) year renewals contingent on satisfactory service.

These materials are instrumental for driveway replacement due to grade changes in the swale liner program, making repairs to sidewalks to ensure the requirements for the American with Disabilities Act are met, and the replacement of roadways culverts. All materials shall be delivered within forty-eight (48) hours after receipt of order. The reduced pricing will positively impact the budgets allocated for such work.

This contract is funded by the Stormwater Utility Fund 401-4126-553000. The Engineering Department respectfully requests this item be scheduled for the next available City Council agenda for their review and consideration. If you have any questions or require additional information, please do not hesitate to contact me.

/jmg

Attachments

cc: Jesus Merejo – Utility Systems Director (w/o Attachments)  
Patricia Roebling, P.E. – City Engineer (w/o Attachments)  
Sue Walsh – Manager Engineering Operations (w/o Attachments)  
Mike Davis – Operations Manager (w/o Attachments)

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100

Fax 772/871-5289

TDD Line • 772/344-4222

**BID TABULATION REPORT**  
**SEALED ELECTRONIC BID #20110129**  
**READY MIXED CONCRETE, FIBER MESH FLOWABLE FILL**  
**Opened: February 8, 2012 @ 3:00 p.m.**

<b>Contractor Name: <u>Tarmac America, LLC</u></b>		
<b>Material</b>	<b>Unit Price</b>	<b>Unit of Measure</b>
Flowable Fill	\$71.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber	\$95.00	per cubic yard
Ready-Mixed Concrete 3000 P.S.I. with Fiber	\$97.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$98.00	per cubic yard
Ready-Mixed Concrete 3000 p.s.i. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$100.00	per cubic yard
Class I, Concrete Curb Mix with Grade 7 aggregate or Grade 57 aggregate	\$90.00	per cubic yard
1" Slump Portland Cement	\$9.25	per 94# bag
Fiber Mesh by Case	\$7.00	per bag
Environmental Surcharge per load	\$10.00	per load
Additional Review Items:		
E-Bid Reply Sheet #20110129 with proper signature uploaded to Demandstar.	<input checked="" type="checkbox"/>	
Copy of current Insurance	<input checked="" type="checkbox"/>	
Copy of required licenses and certification	<input checked="" type="checkbox"/>	
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	
Has reviewed the Contract and accept all City Terms and Conditions	<input checked="" type="checkbox"/>	
Details:		
# of Suppliers notified:	1,200	
# of Plan Holders:	4	
# of Bid Responses:	1	

**E-Bid Reply Sheet**  
**Bid # 20110129**  
**Ready Mixed Concrete**

1. **COMPANY NAME:** \_\_\_\_\_ Tarmac America, LLC \_\_\_\_\_

DIVISION OF: \_\_\_\_\_ Titan America, LLC \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ 4199 Selvitz Road \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ 4199 Selvitz Road \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_ Ft. Pierce, FL 34981 \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ 772-467-2100 \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_ 772-467-2039 \_\_\_\_\_

CONTACT PERSON: \_\_Joel Chernin\_\_ E-MAIL: \_\_jchernin@titanamerica.com

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

Is the firm incorporated? Yes If yes, in what state? \_\_\_\_\_ Florida \_\_\_\_\_

President – Pat Borders

\_\_\_\_\_  
Vice President – John Malcom

\_\_\_\_\_  
Treasurer

How long in present business: \_\_\_\_\_ 100+ years how long at present location: \_\_\_\_\_ 30 years \_\_\_\_\_

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

3. Within the previous 5 fiscal years has your organization been involved in litigation, major disputes, contract defaults, or liens? If so, please list the name of the project and explain nature and current status of the project.

\_\_\_\_\_  
No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Addendum Number	Date Issued

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

**6. BID RESPONSE:**

6.1 Bidder will accept the Purchasing Card (Visa).  
(please circle one)

6.2 Percentage of discount when payment is made with Visa: 0.00 %

6.3 Bidders quote to supply the following:

*Double Click on the spreadsheet below to enter prices.*

Flowable Fill	\$71.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber	\$95.00	per cubic yard
Ready-Mixed Concrete 3000 P.S.I. with Fiber	\$97.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$98.00	per cubic yard
Ready-Mixed Concrete 3000 p.s.i. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$100.00	per cubic yard
Class I, Concrete Curb Mix with Grade 7 aggregate or Grade 57 aggregate,	\$90.00	per cubic yard
1" Slump Portland Cement	\$9.25	per 94# bag
Fiber Mesh by Case	\$7.00	per bag
Environmental Surcharge per load	\$10.00	per load

6.4 Delivery will be made within forty-eight (48) hours after receipt of order.

6.5 List subcontractors and major material suppliers for the project:

---



---



---

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.

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

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

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

**10. CERTIFICATION**

This bid is submitted by: Name (print) Joel Chernin \_\_\_\_\_ 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.

Joel Chernin \_\_\_\_\_ 2/7/12 \_\_\_\_\_  
Signature Date

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

Joel Chernin \_\_\_\_\_  
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  
772-871-5223

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

Bid Number: <b>20110129</b>	Title: <b>Supply Ready Mixed Concrete, Fiber Mesh, Flowable Fill</b>
Bidder/Respondent: _____	
Reference: _____	Fax #: _____
Email: _____	Telephone #: _____
Person to contact: _____	

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

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that     Tarmac  
    America, LLC does:  
(Name of Business)

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

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

Joel Chernin

Bidder's Signature

2/7/2012

Date

**CHECKLIST**  
**Bid #20110129**  
**Supply Ready Mixed Concrete, Fiber Mesh, Flowable Fill**

Name of Bidder: \_\_\_\_\_ Tarmac America, LLC \_\_\_\_\_

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

- E- Bid Reply Sheet #20110129 with proper signature uploaded to Demandstar.
- Copy of current Insurance certificate.
- Drug-Free Workplace Form.
- Has thoroughly checked all price extensions and totals.
- Has acknowledged receipt of all addendum (if applicable) on the E-Bid Reply Sheet #20110129.
- Has uploaded copies of all required licenses and certification.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Has provided three (3) references as required in the General Requirements, section 1.5.

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



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**

TARMAC AMERICA LLC  
C/O TARMAC TAX DEPT  
1151 AZALEA GARDEN RD  
NORFOLK VA 23502-5601

**Registration Effective Date**  
10/02/01

**Certificate Number**  
80-8012401325-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Garbs Shuster* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**

TITAN AMERICA, LLC  
TARMAC AMERICA LLC  
724 KRAFT AVE  
PANAMA CITY FL 32401-5248

**Registration Effective Date**  
04/20/06

**Certificate Number**  
13-8013572725-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Garbs Shuster* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
CIDCO PARK  
COCOA FL 32922

**Registration Effective Date**  
10/02/01

**Certificate Number**  
15-8012401346-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Garbs Shuster* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
2575 AVOCADO AVE  
MELBOURNE FL 32935-5586

**Registration Effective Date**  
10/02/01

**Certificate Number**  
15-8012401347-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date) **Presented by:** Luksa Schuber 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC AMERICA LLC  
5020 NOVA AVE  
ROCKLEDGE FL 32955-5515

**Registration Effective Date**  
11/18/05

**Certificate Number**  
15-8013453877-8

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date) **Presented by:** Luksa Schuber 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
455 FAIRWAY DR  
DEERFIELD BEACH FL 33441-1809

**Registration Effective Date**  
10/02/01

**Certificate Number**  
16-8012401337-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date) **Presented by:** Luksa Schuber 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
1385 HAMMONDVILLE RD  
POMPANO BEACH FL 33069-2935

**Registration Effective Date**  
10/02/01

**Certificate Number**  
16-8012401338-7

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** *Linda Schuck* 12-15-11 (Authorized Signature (Purchaser)) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
2500 SW 2ND AVE  
FORT LAUDERDALE FL 33315-3114

**Registration Effective Date**  
10/02/01

**Certificate Number**  
16-8012401339-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** *Linda Schuck* 12-15-11 (Authorized Signature (Purchaser)) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC AMERICA LLC  
26451 MALLARD WAY  
PUNTA GORDA FL 33950

**Registration Effective Date**  
07/06/06

**Certificate Number**  
18-8013627178-8

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** *Linda Schuck* 12-15-11 (Authorized Signature (Purchaser)) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC AMERICA LLC  
333C PARKRIDGE AVE  
ORANGE PARK FL 32065-7506

**Registration Effective Date**  
10/02/01

**Certificate Number**  
20-8012401332-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *[Signature]* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
290 NW 171ST ST  
NORTH MIAMI BEACH FL 33169-5907

**Registration Effective Date**  
10/02/01

**Certificate Number**  
23-8012401324-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *[Signature]* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
7355 SW 48TH ST  
MIAMI FL 33155-5519

**Registration Effective Date**  
10/02/01

**Certificate Number**  
23-8012401326-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *[Signature]* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
11000 NW 121ST WAY  
MEDLEY FL 33178-1009

**Registration Effective Date**  
10/02/01

**Certificate Number**  
23-8012401348-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Timber Shuster 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
1801 NW MIAMI CT  
MIAMI FL 33136-1738

**Registration Effective Date**  
10/02/01

**Certificate Number**  
23-8012401349-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Timber Shuster 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
1220 EASTPORT RD  
JACKSONVILLE FL 32218-2216

**Registration Effective Date**  
10/02/01

**Certificate Number**  
26-8012401340-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Timber Shuster 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
6557 GREENLAND RD  
JACKSONVILLE FL 32258-2439

**Registration Effective Date**  
10/02/01

**Certificate Number**  
26-8012401341-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Timothy Schubert* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
7330 PHILIPS HWY  
JACKSONVILLE FL 32256-6806

**Registration Effective Date**  
10/02/01

**Certificate Number**  
26-8012401342-7

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Timothy Schubert* 12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
1650 N STATE ST  
BUNNELL FL 32110-8007

**Registration Effective Date**  
10/02/01

**Certificate Number**  
28-8012401343-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Timothy Schubert* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC AMERICA LLC  
1701 N STATE ST  
BUNNELL FL 32110-6008

**Registration Effective Date**  
11/18/05

**Certificate Number**  
28-8013453900-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Ernie Schuchter* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC AMERICA LLC  
2600 COLLEGE AVE E  
RUSKIN FL 33570-5253

**Registration Effective Date**  
05/11/06

**Certificate Number**  
39-8013597729-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Ernie Schuchter* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC AMERICA LLC  
5440 W TYSON AVE  
TAMPA FL 33611-3228

**Registration Effective Date**  
05/11/06

**Certificate Number**  
39-8013597736-1

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** *Ernie Schuchter* 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC AMERICA LLC  
2004 HAINES STREET  
PLANT CITY FL 33563

**Registration Effective Date**  
09/18/06

**Certificate Number**  
39-8013673555-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:**       *Amber Schuchter*       12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
2725 INDUSTRIAL BLVD  
VERO BEACH FL 32967-1237

**Registration Effective Date**  
10/02/01

**Certificate Number**  
41-8012401353-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:**       *Amber Schuchter*       12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
16375 HARTWOOD MARSH RD  
CLERMONT FL 34711-8920

**Registration Effective Date**  
10/02/01

**Certificate Number**  
45-8012401334-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:**       *Amber Schuchter*       12-15-11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC AMERICA LLC  
4405 INDUSTRIAL LAKE BOULEVARD  
TAVARES FL 32778

**Registration Effective Date**  
10/06/06

**Certificate Number**  
45-8013682088-5

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Shirley Schubert 12.15.11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC AMERICA LLC  
8020 MAINLINE PKWY  
FORT MYERS FL 33912-5999

**Registration Effective Date**  
08/31/06

**Certificate Number**  
46-8013661130-1

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Shirley Schubert 12.15.11  
Authorized Signature (Purchaser) (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC AMERICA LLC  
INTERSECTION OF STERLING ROAD AND KING R  
GULF HAMMOCK FL 32639

**Registration Effective Date**  
04/26/07

**Certificate Number**  
48-8013827485-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_  
(insert name of seller on photocopy) (date)

**Presented by:** Shirley Schubert 12.15.11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
US HWY 1 & MONTERAY RD  
STUART FL 33494

**Registration Effective Date**

10/02/01

**Certificate Number**

53-8012401331-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley S. Lusher 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
710 NE 3RD AVE  
OKEECHOBEE FL 34972-2632

**Registration Effective Date**

10/02/01

**Certificate Number**

57-8012401333-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley S. Lusher 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
11600 INTERMODEL AVE  
ORLANDO FL 32824

**Registration Effective Date**

10/02/01

**Certificate Number**

58-8012401327-1

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley S. Lusher 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
17237 E COLONIAL DR  
ORLANDO FL 32820-2206

**Registration Effective Date**

10/02/01

**Certificate Number**

58-8012401328-8

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley A. Luchan 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
339 THORPE RD  
ORLANDO FL 32824-8152

**Registration Effective Date**

10/02/01

**Certificate Number**

58-8012401329-5

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley A. Luchan 12-15-11  
Authorized Signature (Purchaser) (date)



### 2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

**Business Name and Location Address**

TARMAC  
TARMAC AMERICA LLC  
100 HENNIS RD  
WINTER GARDEN FL 34787-2401

**Registration Effective Date**

10/02/01

**Certificate Number**

58-8012401330-1

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(insert name of seller on photocopy) (date)

Presented by: Shirley A. Luchan 12-15-11  
Authorized Signature (Purchaser) (date)



2012 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

DR-13  
R. 10/11

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
9151 FAIRGROUNDS RD  
WEST PALM BEACH FL 33411-3603

Registration Effective Date  
10/02/01

Certificate Number  
60-8012401356-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as tangible rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, composing, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_  
(Print name of seller on photocopy) (date)

Presented by: *Paula Schubert* 12-15-11  
(Print name of buyer on photocopy) (date)



2012 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

DR-13  
R. 10/11

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
1453 53RD ST  
MANGONIA PARK FL 33407-2206

Registration Effective Date  
10/02/01

Certificate Number  
60-8012401357-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as tangible rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, composing, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_  
(Print name of seller on photocopy) (date)

Presented by: *Paula Schubert* 12-15-11  
(Print name of buyer on photocopy) (date)



2012 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

DR-13  
R. 10/11

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
1300 S SWINTON AVE  
DELRAY BEACH FL 33444-2242

Registration Effective Date  
10/02/01

Certificate Number  
60-8012401358-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as tangible rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, composing, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_  
(Print name of seller on photocopy) (date)

Presented by: *Paula Schubert* 12-15-11  
(Print name of buyer on photocopy) (date)



2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
129 PHILLIPS DAIRY RD  
PALATKA FL 32177-8620

Registration Effective Date

10/02/01

Certificate Number

64-8012401345-2

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_ (insert name of seller on photocopy) (date)

Presented by: [Signature] 12-15-11 (date)



2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
285 S HOLMES BLVD  
SAINT AUGUSTINE FL 32084-8338

Registration Effective Date

10/02/01

Certificate Number

65-8012401344-4

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_ (insert name of seller on photocopy) (date)

Presented by: [Signature] 12-15-11 (date)



2012 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

TARMAC  
TARMAC AMERICA LLC  
4199 SELVITZ RD  
FORT PIERCE FL 34981-4729

Registration Effective Date

10/02/01

Certificate Number

66-8012401335-1

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented for: \_\_\_\_\_ (insert name of seller on photocopy) (date)

Presented by: [Signature] 12-15-11 (date)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
1450 S RONALD REAGAN BLVD  
LONGWOOD FL 32750-6421

**Registration Effective Date**  
10/02/01

**Certificate Number**  
69-8012401354-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** Charles Schubert 12-15-11 (date)  
Authorized Signature (Purchaser)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
200 N FLAGLER AVE  
EDGEWATER FL 32132-2152

**Registration Effective Date**  
10/02/01

**Certificate Number**  
74-8012401350-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** Charles Schubert 12-15-11 (date)  
Authorized Signature (Purchaser)



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

**Business Name and Location Address**  
TARMAC  
TARMAC AMERICA LLC  
405 MADISON AVE  
DAYTONA BEACH FL 32114-2009

**Registration Effective Date**  
10/02/01

**Certificate Number**  
74-8012401351-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** \_\_\_\_\_ (insert name of seller on photocopy) (date)

**Presented by:** Charles Schubert 12-15-11 (date)  
Authorized Signature (Purchaser)



2012 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

TARMAC
TARMAC AMERICA LLC
407 N SPRING GARDEN AVE
DELAND FL 32720-3957

Registration Effective Date

10/02/01

Certificate Number

74-8012401352-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
Re-rental as tangible personal property.
Resale of services.
Re-rental as real property.
Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
Re-rental as transient rental property.
Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature/Purchaser) (date) 12-15-11



2012 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

VOID VOID VOID VOID VOID VOID VOID VOID

Registration Effective Date

VOID

Certificate Number

VOID VOID VOID

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
Re-rental as tangible personal property.
Resale of services.
Re-rental as real property.
Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
Re-rental as transient rental property.
Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature/Purchaser) (date)



2012 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

VOID VOID VOID VOID VOID VOID VOID VOID

Registration Effective Date

VOID

Certificate Number

VOID VOID VOID

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
Re-rental as tangible personal property.
Resale of services.
Re-rental as real property.
Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
Re-rental as transient rental property.
Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: (insert name of seller on photocopy) (date)

Presented by: (Authorized Signature/Purchaser) (date)



## **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**

This Certificate of Insurance 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.



*"A City for All Ages"*

**CITY OF PORT ST. LUCIE**

**Sealed Electronic Bid #20110129  
(E-Bid)**

**Ready Mixed Concrete, Fiber Mesh & Flowable Fill**

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

## INVITATION TO BID

Sealed Electronic Bid #20110129 for **Ready Mixed Concrete, Fiber Mesh and Flowable Fill** will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:00 p.m. on February 8, 2012. Specifications are attached.

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

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

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

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

Documents for this E-Bid:

E-Bid Specifications, pages 1-28

E-Bid Reply Sheet #20110129, pages 13-15, (included in E-Bid Specifications).

Helen Quintana, CPPB  
Contract Specialist

**SPECIFICATIONS  
E-BID #20110129-HQ**

**SUPPLY READY MIXED CONCRETE, FIBER MESH, & FLOWABLE FILL**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supply of Ready-Mixed Concrete, Fiber Mesh, and Flowable Fill to various City departments on a fixed price contract basis.

**INTENT**

It is the intent of the City to enter into a one (1) year fixed price contract with the selected bidder to supply ready-mixed concrete, fiber mesh, and flowable fill to the various City departments as needed. There will be an option for four (4) additional one (1) year renewals contingent upon satisfactory service. The selected bidder will be required to supply material to the City departments in any quantity without "short load" (less than 5 cubic yards) charges. A blanket purchase order will be issued from which written or fax releases will be utilized, or the Visa Purchasing Card will be implemented.

**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 drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the 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 E-Bid Reply Sheet. Bidders shall guarantee that said price(s) are firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid is prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20110129. References from three (3) existing customers 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 E-Bid Reply Sheet #20110129. The City of Port St. Lucie shall NOT be used as a Reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, 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); the contractor should:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Have the ability to 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).
- ◆ Be a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ Be 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.
- ◆ Have 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.)
- ◆ Offer a competitive Price: The element of price is but one of the criteria elements. When considering a proposal:
  - ◆ Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply

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

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

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

**1.9 Submittal of E-Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet #20110129 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted. Here are required steps:

- A. Request Bid Specifications, #20110129 from Demand Star, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Complete company information on E-Bid Reply Sheet #20110129.
- C. Enter unit prices on E-Bid Reply Sheet #20110129.
- D. Electronically sign the E-Bid Reply Sheet #20110129 where indicated.
- E. Upload and submit the E-Bid Reply Sheet #20110129, Insurance Certificate(s), Drug Free Workplace Form, List of Previous Projects from Section 1.5, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20110129.
- F. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

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

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

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

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

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

**1.14 Subcontracting or Assigning of the Contract** – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet #20110129.

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

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

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

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

**1.19 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 are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

**1.21 Material Safety Data Sheets** – The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 C.F.R. 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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

**1.22.1** Contractor to follow all OSHA Confined Space and Fall Protection protocols.

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

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

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

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

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

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

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

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

## **2. SPECIAL REQUIREMENTS**

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

**2.2 Warranty and Guarantee** - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 365 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

**2.2.1 Repair or Replacement** - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

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

**2.4 Delivery** - Show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

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

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

**2.7 Suspension of Work** - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and issued to the Bidder.

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

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

### 3. SPECIFIC REQUIREMENTS

**3.1 Standard Contract** - The City will execute a standard City Contract with the Selected Bidder. Thereafter, a blanket purchase order will be issued and releases for required materials will be communicated to the Selected Bidder in writing via facsimile transmission as materials are required and charged to the blanket order or VISA Purchasing Card.

**3.2 Morning Delivery** - The Selected Bidder must provide morning delivery of ready-mixed concrete within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of a release from the Engineering Department Drainage Manager, Mike Davis, Supervisor Kirk McCosh, or Supervisor Dan McPadden. Afternoon delivery will only be required if specifically requested by the aforementioned Engineering Department personnel and release is issued.

**3.3 Exception on Delivery** - The City will allow the Selected Bidder more notice than what is stated in the preceding paragraph, if time permits. Once a delivery requirement is communicated, it is the responsibility of the Selected Bidder to perform within the time frame specified by the City.

**3.4 Delayed Delivery** - At any time, when unforeseen circumstances cause the Selected Bidder to be unable to fulfill a delivery requirement, the Selected Bidder must notify the Engineering Department Drainage Manager, of said circumstances as soon as practicable. Said notification will not relieve the Selected Bidder of their obligation and/or of penalties as stated in the specifications, but will be considered by the City when weighing appropriate action.

**3.5 Release Information** - Each release furnished to the Selected Bidder will have the following information:

- a. Blanket Purchase Order, or Visa number.
- b. The type and quantity of material required.
- c. The date and time delivery is to be made.
- d. The destination of the delivery.

**3.6 Ready-Mixed Grades** - The Selected Bidder should be a full supplier of all specified ready-mixed grades and quote a single price for each grade that will apply to both full and short loads.

**3.6.1** Bidder must quote, per cubic yard, on the following:

- Ready-Mixed Concrete 2500 p.s.i. with Fiber
- Ready-Mixed Concrete 3000 p.s.i. with Fiber
- Fiber Mesh by case.
- Ready-Mixed Concrete 2500 p.s.i. with Fiber Mesh.  
1 hour finish time, 3 hour drivable.
- Ready-Mixed Concrete 3000 p.s.i. with Fiber Mesh  
1 hour finish time, 3 hour drivable.

Class I Concrete Curb Mix with grade 7 aggregate or Grade 57 aggregate, 1" Slump Portland Cement, 94# bag, delivered (purchased by pallet)

Furnish and place Excavatable Flowable Fill as an alternative to compacted soil described in FDOT Specifications, Section 121. The FDOT mix design may be modified to provide a penetrative resistance of 35 psi within three hours of placement. All material must be excavatable, using hand tools, upon final curing.

## IMPORTANT NOTICE

**3.6.2** Due to the fluctuation of market pricing for this particular commodity the City shall allow adjustments, up and/or down, on a quarterly basis, based on the United States Department of Labor, "Producer Price Index". All adjustments must be mutually agreed upon by both parties and substantiated by documentation of said fluctuations. However, no increase shall be more than five percent (5 %) over the index price.

**4. 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. Insurance requirements are defined in the Contract Form.

## 5. ADDITIONAL INFORMATION

**5.1 Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the 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.

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

**5.3 Bid Information** - For information concerning procedures for responding to this bid, contact **Helen Quintana, CPPB, Contract Specialist, at telephone # (772) 871-5221, fax # (772) 871-7337, e-mail hquintana@cityofpsl.com**. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Mrs. Quintana is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

It is the responsibility of the 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 Demand Star.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

20110129 – Ready Mixed Concrete

any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

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

*Balance of page left intentionally blank*

**E-Bid Reply Sheet**  
**Bid # 20110129**  
**Ready Mixed Concrete**

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. Within the previous 5 fiscal years has your organization been involved in litigation, major disputes, contract defaults, or liens? If so, please list the name of the project and explain nature and current status of the project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Addendum Number	Date Issued

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

**6. BID RESPONSE:**

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

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

6.3 Bidders quote to supply the following:

*Double Click on the spreadsheet below to enter prices.*

Flowable Fill	\$0.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber	\$0.00	per cubic yard
Ready-Mixed Concrete 3000 P.S.I. with Fiber	\$0.00	per cubic yard
Ready-Mixed Concrete 2500 P.S.I. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$0.00	per cubic yard
Ready-Mixed Concrete 3000 p.s.i. with Fiber Mesh 1 hour finish time, dries in 3 hours	\$0.00	per cubic yard
Class I, Concrete Curb Mix with Grade 7 aggregate or Grade 57 aggregate,	\$0.00	per cubic yard
1" Slump Portland Cement	\$0.00	per 94# bag
Fiber Mesh by Case	\$0.00	per bag
Environmental Surcharge per load	\$0.00	per load

6.4 Delivery will be made within forty-eight (48) hours after receipt of order.

6.5 List subcontractors and major material suppliers for the project:

---



---



---

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.

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

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

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

10. **CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

11. **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  
772-871-5223

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

Bid Number: 20110129		Title: Supply Ready Mixed Concrete, Fiber Mesh, Flowable Fill	
Bidder/Respondent: _____			
Reference: _____		Fax #: _____	
Email: _____		Telephone #: _____	
Person to contact: _____			

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

**CITY OF PORT SAINT LUCIE  
CONTRACT #20110129**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called “City” party of the first part, and, Telephone No. ( ), Fax No. ( ), hereinafter called “Contractor”, party of the second part.

**RECITALS**

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

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

The specific work that the Contractor has agreed to perform supply Ready Mixed Concrete, Fiber Mesh and Flowable Fill, are hereby incorporated by this reference.

**Notices**

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

Contractor:

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

City Project Manager: Laney Southerly, P.E., Engineer  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34983  
772 873 6442  
Email: LSoutherly@cityofpsl.com

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_, 2012, and terminate \_\_\_\_\_, 2013. This contract may be renewed upon the anniversary date, which shall be the commencement date of this contract, for four (4) additional one (1) year periods.

### **SECTION III COMPENSATION**

The total amount to be paid by the City to the Contractor is on a fixed price basis with mutually agreed upon manufacturer's annual economic price adjustments as indicated on Schedule A. The Contractor will be paid a ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. The total amount to be paid by the City to the Contractor is to be based on the amount of material required on each individual release from a blanket purchase order or VISA order.

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

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

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

### **SECTION IV CONFORMANCE WITH PROPOSAL**

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

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

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage

20110129-- Ready Mixed Concrete

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 sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110129, for Ready Mixed Concrete, Fiber Mesh and Flowable Fill, listed as additionally insured."** The Certificate of Insurance and policy shall unequivocally provide thirty-(30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to

20110129 – Ready Mixed Concrete

exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

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

The Contractor agrees 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 and any additional insurance requirements needed to perform the scope of work as described herein.

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

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

## **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

20110129 – Ready Mixed Concrete

time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

### **SECTION VIII COMPLIANCE WITH LAWS**

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

### **SECTION IX CLEANING UP**

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

### **SECTION X NOTICE OF PERFORMANCE**

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

### **SECTION XI DELIVERY DOCUMENTATION**

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

### **SECTION XII INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV  
LICENSING**

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

**SECTION XV  
SAFETY PRECAUTIONS**

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

**SECTION XVI  
ASSIGNMENT**

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

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

- A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.
- B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

- C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.
- D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall cancel all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

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

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

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

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

### **SECTION XX APPROPRIATION APPROVAL**

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

**SECTION XXI  
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for an amount mutually agreed upon by both parties, and contingent upon satisfactory service, then the City, without additional bidding, may renew this Contract for four (4) additional one (1) year renewals. 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  
State of: \_\_\_\_\_

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

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

Please check one:

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

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

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

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

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

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

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

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

(seal)

## DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

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

\_\_\_\_\_  
Date

### STATEMENT OF NO BID

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

**Bid: 20110129**

**Bid Title: Supply Ready Mixed Concrete, Fiber Mesh, & Flowable Fill**

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 #20110129**  
**Supply Ready Mixed Concrete, Fiber Mesh, Flowable Fill**

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.

- \_\_\_\_\_ E- Bid Reply Sheet #20110129 with proper signature uploaded to Demandstar.
- \_\_\_\_\_ Copy of current Insurance certificate.
- \_\_\_\_\_ Drug-Free Workplace Form.
- \_\_\_\_\_ Has thoroughly checked all price extensions and totals.
- \_\_\_\_\_ Has acknowledged receipt of all addendum (if applicable) on the E-Bid Reply Sheet #20110129.
- \_\_\_\_\_ Has uploaded copies of all required licenses and certification.
- \_\_\_\_\_ Has reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Has provided three (3) references as required in the General Requirements, section 1.5.

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