

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13H
DATE 4/9/12

Meeting Date: April 9, 2012

Public Hearing Ordinance Resolution Motion

Item: Contract 20120038 – Tree Replacement after Water Main Construction – Ag-Scape Services, Inc.

Recommended Action:

Approval to enter into a Fixed Price Contract with Ag-Scape Services, Inc. for the prices submitted on their Bid Reply Sheet. Purchase Orders will be issued as needs are determined. Contract Period will be for one year.

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

Copies of the Bid tabulation Report, Specifications, and the submitted Bid Reply Sheet.

Summary Explanation/Background Information:

The bid was posted to DemandStar on March 2, 2012. Four (4) responsive bids were received: Ag-Scape Services, Inc., PSL Landscape Services, Inc., Nature's Keeper, Inc. and Landscapes of Distinction, Inc. The bid from Ag-Scape Services, Inc. provides the best value to the City.

Purchase (X) is not a replacement

Purchase () was budgeted () was not budgeted.

Department requests expenditure from the following:

Fund	447	Pipe Replacement
Cost Center	3316	Preventative Maintenance
Object Code	563000	Improvements Other Than Buildings
Project	Y1206	AC Pipe Replacement

Director of OMB concurs with award: *C*

City Manager concurs with award: _____

Submitted by: Jesus Merejo

Title: Utility Systems Director

Date Submitted: April 3, 2012

RECEIVED

APR 03 2012

City Manager's Office

RECEIVED

APR 03 2012

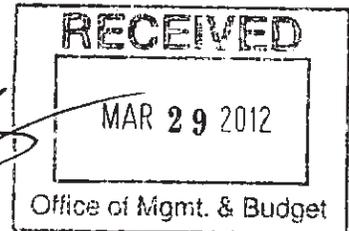
City Manager's Office

20120038.09

New Business
Presentation

INTEROFFICE MEMORANDUM

TO: Cheryl Shanaberger, OMB Deputy Director
THRU: Jesus A. Merejo, Utility Systems Director
FROM: Laney Southerly PE, Utility Engineering Manager
SUBJECT: Bid #20120038 - Tree Replacement Program
DATE: March 20, 2012



We are requesting that your office process this request for City Council agenda item to approve the staff recommendation for award of contract to Ag-Scape Services, Inc. for the bid mentioned above. The proposed unit prices for each tree size and type are attached to this memo. Based on our review of the responsive bids received, it is the opinion of the department that this vendor appears to be the best value for the City.

PROJECT PURPOSE:

The purpose of this contract is to provide an option to replace trees removed or damaged in the City right-of-way during City water main replacement work. A property owner with a tree in the right-of-way adjacent to their property that is damaged or removed will receive a voucher from the City for a tree to be replaced on the owner's private property, not in the City right-of-way. The intention is to promote the use of landscape trees as a well as protect the underground infrastructure in the right-of-way.

PROJECT DURATION:

The project duration is estimated to be complete in 365 calendar days from the start date. Start date can be the earliest possible purchase order date. However, a recurring annual contract of this type may be beneficial to the City in the future.

FUNDING SOURCE:

The funds for the project are available in the following fund:

447-3316-563000-Y1206

If you have any questions or need additional information, please do not hesitate to contact me.

c: Jesus Merejo, Utility Director
Jeanette Thompson, Budget Manager
Lisa Campbell, Project Manager
File: 25.0006

20120038 TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION
OPENED: March 13, 2012 @ 3:00 P.M.
BID TABULATION REPORT

<div style="display: flex; justify-content: space-between;"> NATURE'S KEEPER, INC. AG-SCAPE SERVICES, INC. LANDSCAPES OF DISTINCTION, INC. PSI LANDSCAPE SERVICES, INC. </div>						
ITEM #	Common/Botanical Name	Size	Unit Price	Unit Price	Unit Price	Unit Price
1	Live Oak/Quercus virginiana	25 gal	212.62	149.00	271.00	250.00
2	Red Maple/Acer rubrum	25 gal	212.62	149.00	271.00	250.00
3	Southern Magnolia/Magnolia grandiflora	25 gal	226.00	169.00	281.00	250.00
4	Gumbo Limbo/Bursera simaruba	25 gal	226.00	189.00	271.00	250.00
5	Fiddlewood/Citharexylum fruticosum	25 gal	252.93	169.00	286.00	250.00
6	Pigeon Plum/Coccoloba diversiflora	25 gal	226.00	169.00	271.00	225.00
7	Satinleaf/Chrysophyllum oliviforme	25 gal	252.93	169.00	271.00	250.00
8	Silver Buttonwood/Conocarpus erectus	25 gal	252.93	174.00	271.00	250.00
9	Crape Myrtle/Lagerstroemia indica	25 gal	213.00	169.00	271.00	175.00
10	Royal Poinciana/Delonix regia	25 gal	252.93	175.00	271.00	250.00
11	Chinese Fan Palm/Livistona Chinensis	25 gal	252.93	134.00	261.00	250.00
12	Sabal Palm/Cabbage Palm	12-15' OA (Overall)	252.93	154.00	271.00	175.00
13	Washington Palm/Washingtonia Robusta.	25 gal	286.25	149.00	271.00	250.00
14	Foxtail Palm/Wodyetia bifurcata	25 gal	286.25	169.00	271.00	275.00
15	Royal Palm/Roystonea	4' GW (Grey Wood)	321.00	349.00	336.00	*****
16	TOTAL PRICE:		\$ 3,727.32	\$ 2,636.00	\$ 4,145.00	\$ 3,350.00
	Average cost per tree		\$ 248.49	\$ 175.73	\$ 276.33	\$ 223.33
						***** (no price)
ADDITIONAL ITEMS REVIEWED						
	Delivery Time		7 cal. days	5-7 cal. Days	5 cal days	30 cal. Days
	Bid Reply		Yes	Yes	Yes	Yes
	Checklist		Yes	Yes	Yes	Yes
	Three References		Yes	Yes	Yes	Yes
	Excel Bid Reply Spreadsheet		Yes	Yes	Yes	Yes
	Drug Free Workplace Form		Yes	Yes	Yes	Yes
	Current Certificate of Insurance		Yes	Yes	Yes	Yes
	License/Certification to do Described Work		Yes	Yes	Yes	Yes
	\$1,000.00 Bid Bond		Yes	Yes	Yes	Yes
DETAILS:						
	288 Companies notified					
	10 Bid documents distributed					
	4 Bids received					
	1 Non-responsive bid received					

BID ADDENDUM # 1
BID # 20120038
Addendum Date: March 12, 2012

TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION

Please make the following changes/modifications to the subject bid:

1. *REVISED E-BID REPLY EXCEL SPREADSHEET*

The E-Bid Reply Excel Spreadsheet has been revised to Correct line items #13 & 14. **Please use the Revised E-Bid Reply Excel Spreadsheet- Addendum #1.**

The E-Bid due date is hereby extended by one day to March 13, 2012 @ 3:00 P.M.

Instructions to Bidder:

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

**20120038 TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION
OPENING: March 12, 2012 @ 3:00 P.M.**

5. E-BID REPLY EXCEL SHEET

20120038 BID RESPONSE

Company Name: _____

ITEM #	Common/Botanical Name	Size	Unit Price/Supply & Install
1	Live Oak/ <i>Quercus virginiana</i>	25 gal	
2	Red Maple/ <i>Acer rubrum</i>	25 gal	
3	Southern Magnolia/ <i>Magnolia grandiflora</i>	25 gal	
4	Gumbo Limbo/ <i>Bursera simaruba</i>	25 gal	
5	Fiddlewood/ <i>Citharexylum fruticosum</i>	25 gal	
6	Pigeon Plum/ <i>Coccoloba diversiflora</i>	25 gal	
7	Satinleaf/ <i>Chrysophyllum oliviforme</i>	25 gal	
8	Silver Buttonwood/ <i>Conocarpus erectus</i>	25 gal	
9	Crape Myrtle/ <i>Lagerstroemia indica</i>	25 gal	
10	Royal Poinciana/ <i>Delonix regia</i>	25 gal	
11	Chinese Fan Palm/ <i>Livistona Chinensis</i>	25 gal	
12	Sabal Palm/Cabbage Palm	12-15' OA (Overall)	
13	Washington Palm/ <i>Washingtonia Robusta</i>	25 gal	
14	Foxtail Palm/ <i>Wodyetia bifurcata</i>	25 gal	
15	Royal Palm/ <i>Roystonea</i>	4' GW (Grey Wood)	
16	TOTAL PRICE:		\$ -



"A City for All Ages"

CITY OF PORT ST. LUCIE

SEALED BID #20120038

E-BID

**TREE REPLACEMENT PROGRAM AFTER WATER MAIN
CONSTRUCTION**

Prepared By: Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221 (Ph)
772-871-7337 (Fax)
HQuintana@cityofpsl.com (e-mail)

INVITATION TO BID

Sealed E-Bid #20120038 for Tree Replacement Program after Water Main Construction 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 March 12, 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 is the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion up until the due date and time have been reached, at which time, the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

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

Each Bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of One Thousand Dollars (\$1,000.00), made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed immediately after opening, thus showing evidence that a bid bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within **three (3) business days** of the opening for the bid to be considered.

Documents required for this E-Bid include the following:

- E-Bid Specifications, pages 1 – 27.
- E-Bid Reply Sheet #20120038, pages 14 – 16 (included in Specifications)
- E-Bid Reply Excel Spreadsheet – Pages 1 (not included in Specifications)

Helen Quintana, CPPB
Contract Specialist

SPECIFICATIONS
BID #20120038

TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION

OVERVIEW

The City of Port St. Lucie desires to obtain bids from qualified individuals, firms, and legal entities that will, Supply and Install Trees for City Tree Replacement After a Water Main Construction. The Tree Replacement Program will be for certain trees damaged or removed by the City, its contractors, agents or designees on private property, or in the City Right-of-Way adjacent to private property, during a water main construction project. Supply and installation shall be coordinated directly between the City Property Owner and the Contractor based on a voucher issued by the City for the replacement tree(s). Payment to the Contractor will be by the City.

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

INTENT

It is the City's intent to enter into a per unit fixed price basis contract with one (1) qualified Contractor to coordinate a Tree Replacement Program for trees damaged or removed by the City, its contractors, agents or designees on private property or in the City Right-of-Way adjacent to private property during a water main construction project. The Contractor will supply trees to city Property Owners and install them. The City is the conduit for issuing vouchers to property owners and payment to the Contractor. However the Contractor will coordinate the location of the replacement trees directly with city property owner and install them at the location on the private property as mutually agreed to by the property owner and the Contractor. No replacement trees will be planted in the Right-of-Way.

All unit prices will be held for the twenty-four (24) month period. Contractor will be required to submit monthly reports showing the progress of the program. Said reports shall be provided in a comprehensible electronic format as determined by the City

Special Instructions

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 Specifications and Contract Documents - Bidders shall thoroughly examine these specifications and all other requirements referred to therein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing construction site, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder for 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 Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply. References from three (3) existing companies 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 #20120038. The City of Port St. Lucie shall not be used as a reference. References are subject to verification by the City and will be utilized as part of the award process.

Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City. The Bidder/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.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ Have skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. (Absolute conformity is not required, just substantial or material compliance.)
- ◆ Has met bid security requirements. (Lack of security, where required, is a material nonconformity.)
- ◆ 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.

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

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

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

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 #20120038 must 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:

20120038-- Tree Replacement After Water Main Construction

- a. Request Bid Specifications #20120038 from DemandStar, via phone 800-711-1712 or via internet www.cityofpsl.com.
- b. Print and complete company information on E-Bid Reply Sheet, pages 14-16.
- c. If applicable, acknowledge all Addenda on the E-Bid Reply Sheet #20120038
- d. Electronically sign the E-Bid Reply Sheet #20120038 where indicated.
- e. Upload and submit the following items onto Demandstar by the due date and time:
 - 1) the E-Bid Reply Sheet #20120038, pages 14 - 16.
 - 2) a copy of your current Insurance Certificate.
 - 3) Drug-Free Workplace Form.
 - 4) A copy of your current 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 transaction business within the state.
 - 5) A copy of the \$1,000.00 bid bond.
 - 6) Checklist.
- f. Enter unit price on E-Bid Reply Excel Spreadsheet #20120038.
- g. Complete company name on first line at the top of the **E-Bid Reply Excel Spreadsheet #20120038**.

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 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 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.

1.9.5 Bid Security Bond - All Bids shall include a Bid Security, payable to the City of Port St. Lucie, Florida, in the amount of **one thousand dollars (\$1,000.00)**. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". Failure to include the Bid Bond will be cause for rejection of Bid.

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

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

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

1.11 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.

1.12 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 **Bid Reply Sheet #20120038**.

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

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

1.14.1 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.

1.15 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/herself in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

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

1.17 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.

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

1.19 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. 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.

1.20 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 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection

Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

1.21 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.

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

1.22 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.

1.22.1 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.

1.23 Florida Produced Lumber – The Bidder agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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 trees furnished by the Bidder(s) shall be supplied with all warranties and guarantees. All trees must be warranted by the Bidder(s) for a period of thirty (30) calendar days after delivery.

2.2.1 Repair or Replacement - Should any tree defect appear during this period, the Bidder(s) shall, at their expense, replace such item upon receipt of written notice from the City of said defect. Said replacement must be accomplished within five (5) days after receipt of notification from the City Resident of the defect.

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

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

2.5 Safety Precautions - During installation of the trees at city residences 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.

3. SPECIFIC REQUIREMENTS

3.1 - The Contractor shall supply, deliver and install selected trees as identified.

- All shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.
- All trees shall conform to Florida #1 Standards and be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth, or damage of any kind to other growth on the property.
- Containerized trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Trees shall not be pot bound, nor have kinked, circling or bent roots.
- If larger trees are selected, the root ball, spread, or container shall be increased in proportion to the size of the tree.
- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Bidder to the satisfaction of City Property Owner. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures and equipment.
- The Contractor must honor the same pricing all year round for two (2) years.
- The Contractor shall be required to furnish monthly reports and have regular communication with the Contract Supervisor. The reports shall be submitted in an electronic format as determined by the City and must be researchable. Details of the required report shall be at the discretion of the Contract Supervisor.

4. BID BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of **One Thousand (\$1,000.00)** made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

4.2 Return of Proposal Guaranty - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her

judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals they accompanied.

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

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

5. INSURANCE REQUIREMENTS

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City. Insurance requirements are defined in the Contract form.

6. ADDITIONAL INFORMATION

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

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

6.3 Bid Information - For information concerning procedures for responding to this bid, contact Helen Quintana, CPPB 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 Demandstar.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

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

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**Bid Reply Sheet
Bid # 20120038**

TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

5. **BID RESPONSE:**

Tree Supply List
(Enter prices on E-Bid Excel Spreadsheet)

	Common/Botanical Name	Size
1.	Live Oak/ <i>Quercus Virginiana</i>	25 gal
2.	Red Maple/ <i>Acer Rubrum</i>	25 gal
3.	Southern Magnolia/ <i>Magnolia Grandiflora</i>	25 gal
4.	Gumbo Limbo/ <i>Bursera Simaruba</i>	25 gal
5.	Fiddlewood/ <i>Citharexylum fruticosum</i>	25 gal
6.	Pigeon Plum/ <i>Coccoloba diversiflora</i>	25 gal
7.	Satinleaf/ <i>Chrysophyllum oliviforme</i>	25 gal
8.	Silver Buttonwood/ <i>Conocarpus erectus</i>	25 gal
9.	Crape Myrtle/ <i>Lagerstroemia indica</i>	25 gal
10.	Royal Poinciana/ <i>Delonix regia</i>	25 gal
11.	Chinese Fan Palm/ <i>Livistona Chinensis</i>	25 gal
12.	Sabal Palm/Cabbage Palm	12-15' OA (Overall)
13.	Washington Palm/ <i>Washingtonia Robusta</i>	25 gal
14.	Foxtail Palm/ <i>Wodyetia bifurcata</i>	25 gal
15.	Royal Palm/ <i>Roystonea</i>	4' GW (Grey)

		Wood)

5.1 Total Supply and Installation Cost \$ _____
 (Line 15 of E-Bid Reply Excel Spreadsheet)

5.2 Delivery time after purchase _____ calendar days.

*Installation is for basic planting services only and does not include and obstacles that may be encountered such as limited access; heavy equipment required, etc.

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

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

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

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

 Signature Date

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

 Signature Title

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

(seal)

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: 20120038 - TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION	
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 #20120038**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called “City” party of the first part, and _____, hereinafter called “Contractor”, party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean Jesus Merejo, at (772) 873-6400, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120038, **Tree Replacement after Water Main Construction.**

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The Contractor shall be compensated by the City. The prices shall be based on the unit prices contained herein.

**SECTION IV
CONFORMANCE WITH BID**

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

**SECTION V
INDEMNIFICATION / INSURANCE**

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000

20120038– Tree Replacement After Water Main Construction

General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

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

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 #20120038 for Tree Replacement After Water Main Construction** shall be 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 acceptable by and approved by the City, as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

The CONTRACTOR may satisfy the minimum limits required above for 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 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."

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

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

**SECTION IX
CLEANING UP**

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

**SECTION X
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 XI
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 XII
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 XIII
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 XIV
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 XV
ENTIRE CONTRACT**

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of: (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESS my hand and official seal, this _____ day of _____, 200_.

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: **#20120038**

Bid Title: **Tree Replacement Program After Water Main Construction.**

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 #20120038

TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION

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.

- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ Copy of \$1,000.00 bid bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within three (3) business days of opening.
- _____ E-Bid Reply Sheet #20120038 uploaded to Demandstar
- _____ E-Bid Reply Excel Spreadsheet completed and unit prices have been thoroughly checked.
- _____ If, applicable, each Bid Addendum is acknowledged.
- _____ Copy of current Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar.
- _____ Copy of all required licenses and certification uploaded to Demandstar.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ At least 3 completed reference sheets returned with bid, uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

**20120038 TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION
OPENING: March 12, 2012 @ 3:00 P.M.**

5. E-BID REPLY EXCEL SHEET

20120038 BID RESPONSE

Company Name: _____

ITEM #	Common/Botanical Name	Size	Unit Price/Supply & Install
1	Live Oak/ <i>Quercus virginiana</i>	25 gal	
2	Red Maple/ <i>Acer rubrum</i>	25 gal	
3	Southern Magnolia/ <i>Magnolia grandiflora</i>	25 gal	
4	Gumbo Limbo/ <i>Bursera simaruba</i>	25 gal	
5	Fiddlewood/ <i>Citharexylum fruticosum</i>	25 gal	
6	Pigeon Plum/ <i>Coccoloba diversiflora</i>	25 gal	
7	Satinleaf/ <i>Chrysophyllum oliviforme</i>	25 gal	
8	Silver Buttonwood/ <i>Conocarpus erectus</i>	25 gal	
9	Crape Myrtle/ <i>Lagerstroemia indica</i>	25 gal	
10	Royal Poinciana/ <i>Delonix regia</i>	25 gal	
11	Chinese Fan Palm/ <i>Livistona Chinensis</i>	25 gal	
12	Sabal Palm/Cabbage Palm	12-15' OA (Overall)	
13	Washington Palm/ <i>Wodyetia bifurcata</i>	25 gal	
14	Royal Palm/ <i>Roystonea</i>	4' GW (Grey Wood)	
15	TOTAL PRICE:		\$ -

Bid Reply Sheet
Bid # 20120038

TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION

1. **COMPANY NAME:** Ag-Scape Services Inc.

DIVISION OF: Same as above

PHYSICAL ADDRESS: 1344 33rd ave SW

MAILING ADDRESS: Same as above

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

TELEPHONE NUMBER: (321) 473-1072 FAX NO: (321) 778-5196

CONTACT PERSON: Shane Barry E-MAIL: ShaneB2055@aol.com

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

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

Shane Barry
President

Vice President

Treasurer

How long in present business: 8 years How long at present location: 4 years

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

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

Addendum Number	Date Issued
<u>#1</u>	<u>3/12/12</u>

SB

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

**20120038 TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION
OPENING: March 12, 2012 @ 3:00 P.M.**

5. E-BID REPLY EXCEL SHEET			
20120038 BID RESPONSE			
Company Name:		Ag Scape Services Inc.	
ITEM #	Common/Botanical Name	Size	Unit Price/Supply & Install
1	Live Oak/Quercus virginiana	25 gal	149
2	Red Maple/ Acer rubrum	25 gal	149
3	Southern Magnolia/Magnolia grandiflora	25 gal	169
4	Gumbo Limbo/Bursera simaruba	25 gal	189
5	Fiddlewood/Citharexylum fruticosum	25 gal	169
6	Pigeon Plum/Coccoloba diversiflora	25 gal	169
7	Satinleaf/Chrysophyllum oliviforme	25 gal	169
8	Silver Buttonwood/Conocarpus erectus	25 gal	174
9	Crape Myrtle/Lagerstroemia indica	25 gal	169
10	Royal Poinciana/Delonix regia	25 gal	175
11	Chinese Fan Palm/Livistona Chinensis	25 gal	134
12	Sabal Palm/Cabbage Palm	12-15' OA (Overall)	154
13	Washington Palm/Washingtonia Robusta	25 gal	149
14	Foxtail Palm/Wodyetia bifurcata	25 gal	169
15	Royal Palm/Roystonea	4' GW (Grey Wood)	349
16	TOTAL PRICE:		\$ 2,636.00

20120038- Tree Replacement After Water Main Construction

		Wood)

5.1 Total Supply and Installation Cost \$ 2,636.⁰⁰
 (Line 15 of E-Bid Reply Excel Spreadsheet)

5.2 Delivery time after purchase 5-7 calendar days.

*Installation is for basic planting services only and does not include and obstacles that may be encountered such as limited access; heavy equipment required, etc.

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

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

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

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

[Signature] _____ 3/14/12
 Signature Date

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

[Signature] _____ President
 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.

BID ADDENDUM # 1
BID # 20120038
Addendum Date: March 12, 2012

TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION

Please make the following changes/modifications to the subject bid:

1. ***REVISED E-BID REPLY EXCEL SPREADSHEET***

The E-Bid Reply Excel Spreadsheet has been revised to correct line items #13 & 14. Please use the Revised E-Bid Reply Excel Spreadsheet- Addendum #1.

The E-Bid due date is hereby extended by one day to March 13, 2012 @ 3:00 P.M.

Instructions to Bidder:

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

DRUG-FREE WORKPLACE FORM

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

Ag-Scape Services
(Name of Business)

does:

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

3/10/12
Date



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

CASHIER'S CHECK

144455

93-1403
631

NOTICE TO CUSTOMERS

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

DATE March 9, 2012

REMITTER Ag-Scapes Services

\$*****1,000.00

PAY ONE THOUSAND AND 00/100

TO THE ORDER OF City of Port St. Lucie

AUTHORIZED SIGNATURE

PURPOSE

Branch: 18

⑈00144455⑈ ⑆063114030⑆ ⑆020153864⑈



CERTIFICATE OF LIABILITY INSURANCE

03/09/2012

PRODUCER: (407) 365-5656 Winchestex Insurance, Inc. 1425 W. Broadway (S.R. 426) P.O. Box 620969 Oviedo FL 32762-0969	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED: AG-SCAPE Services, Inc. 1344 33rd Avenue SW Vero Beach FL 32968-	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NORMANDY HARBOR INS COMP</td> <td>13012</td> </tr> <tr> <td>INSURER B: SOUTHERN-OWNERS INS COMP</td> <td>10190</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NORMANDY HARBOR INS COMP	13012	INSURER B: SOUTHERN-OWNERS INS COMP	10190	INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> JECT <input type="checkbox"/> LOC	72025369-11	05/05/2011	05/05/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72025369-11	05/05/2011	05/05/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 100,000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	48 823 507 00	08/10/2011	05/05/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under SPECIAL PROVISIONS below	669-00241-0	05/19/2011	05/19/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER Rented and Leased Equipment	72025369-11	05/05/2011	05/05/2012	LIMIT \$ 200,000

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

CERTIFICATE HOLDER

() (772) 778-5196

City of Fort St Lucie
 121 SW Port St Lucie Blvd
 Fort St Lucie FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *A. Duran Allen*

2011 - 2012 LOCAL BUSINESS TAX
INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 265 LANDSCAPING & MAINTENANCE

BUSINESS ADDRESS 1344 SW 33RD AV
VERO BEACH, FL 32968

NAME AGSCAPE SERVICES INC
MAILING ADDRESS BARRY, SHANE
1344 33RD AV SW
VERO BEACH, FL 32968

ACCOUNT # 5690
RECEIPT # 26515200.00
EXPIRES SEPTEMBER 30, 2012

AMOUNT	40.00
PENALTY	10.00
TRANSFER	0.00
TOTAL	50.00

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 03/09/2012 50.00

141-00000673

Florida Department of Agriculture and Consumer Services

**Division of Marketing and Development
Mayo Building M-38
Tallahassee, Florida 32308**

116505

Business Mailing Address:
AG-SCAPE SERVICES, INC.
DBA: AG-SCAPES SERVICES
1344 33RD AVE SW
VERO BEACH, FL 32968-5905

Location Address:
AG-SCAPES SERVICES
1344 33RD AVE SW
VERO BEACH, FL 32968-5905

Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.

Cut Here



**State of Florida
Department of Agriculture and Consumer Services**

Division of Marketing and Development/Bureau of License and Bond
850-488-4101
Tallahassee, Florida

Issue Date: 08/31/2011

Fee Amt Paid: \$230

FEIN: 59-3816658

Effective Date: 05/04/2011

**POST LICENSE
CONSPICUOUSLY**

**License as Dealer in Agriculture Products
GOOD FOR ONE LOCATION**

This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

License # 116505 - 3
AG-SCAPE SERVICES, INC.
DBA: AG-SCAPES SERVICES
1344 33RD AVE SW
VERO BEACH, FL 32968-5905

Commodity Code: 11
Bonding Company: LEXON INSURANCE COMPANY
Bond Amount: \$10,000

Field Representatives: BRADFORD ROBSON

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida Statutes. This license is for a one year period.



The Florida Nursery, Growers & Landscape Association
Confers on

Shane Barry

Certificate No. C62 290

The Title of

FNGLA Certified Landscape Contractor (FCLC)



June 30, 2012

Expiration Date

April, 2009

Certified Since

Rosemary Warner

Ben Barry

Shane Barry

Shane Barry



The Florida Nursery, Growers & Landscape Association
Confers on

Shane Barry

Certificate No. HC9 6239

The Title of
FNGLA Certified Horticulture Professional (FCHP)



December 31, 2009

Expiration Date

October, 2006

Certified Since

Paul Polonsky, Jr.

Ben Blushy

Joseph Bayl

Nancy Holt

871-7337 X 3-14-12

20120038- Tree Replacement After Water Main Construction

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: 20120038 - TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION	
Bidder/Respondent: <u>Ag-Scape Services</u>	
Reference: <u>Scotts Tree Service</u>	Fax #: <u>772-569-3874</u>
Email: <u>SRBarry@Aglicom</u>	Telephone #: <u>772-473-7500</u>
Person to contact: <u>Bill</u>	

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

Describe the scope of work of the contract awarded by your firm to this Contractor:
INSTALLATION OF OAK TREES, ROYAL PALMS, SHEVVIS

Was the project completed on time and within budget?
YES

What was the project completion date? 3-1-2009 6-1-2010 5-15-2011

How many projects has this vendor completed for you within the past 5 years? 8

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

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

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

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

20120038- Tree Replacement After Water Main Construction

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: 20120038- TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION	
Bidder/Respondent:	Ag-Scape Services Inc
Reference:	Schitt Construction Fax #: 772-567-1553
Email:	Mschcon@yahoo.com Telephone #: 772-473-0962
Person to contact:	Mike Schitt

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.

LANDSCAPE + HARD SCAPING

Was the project completed on time and within budget?

Yes

What was the project completion date?

JUST FINISHED LANDSCAPING JOB ON CR 512 03/12

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

20+

What problems were encountered (claims)?

N/A

How many change orders were requested by this Contractor?

0

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

Professionalism	9	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you:

For OMB Use Only:	
Reference Checked:	
Clerk Checked:	

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: 20120038 - TREE REPLACEMENT AFTER WATER MAIN CONSTRUCTION

Bidder/Respondent: Ag-Scape Services Inc.

Reference: Treasure Coast Construction Management Fax #: 569-8901

Email: Kim TC CMA@BellSouth.net Telephone #: 772-473-2136

Person to contact: Chris Schlitt

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

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

Thank you

For OMB Use Only:	
Reference Checked	
Clerk Checked	

CHECKLIST
Bid #20120038

TREE REPLACEMENT PROGRAM AFTER WATER MAIN CONSTRUCTION

Name of Bidder: Ag-Scape Services Inc

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

- Drug-Free Workplace Form uploaded to Demandstar.
- Copy of \$1,000.00 bid bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within three (3) business days of opening.
- E-Bid Reply Sheet #20120038 uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet completed and unit prices have been thoroughly checked.
- If applicable, each Bid Addendum is acknowledged.
- Copy of current Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar.
- Copy of all required licenses and certification uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- At least 3 completed reference sheets returned with bid, uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET