

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 70,  
DATE 9/10/12

Meeting Date: September 10, 2012

Public Hearing  Ordinance  Resolution  Motion

Demandstar Broadcast Date: July 19, 2012

Item: E-Bid #20120074 - Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP)

Recommended Action: Approval of Award and Contract Documents with Youngquist Brothers, Inc. for the Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) in the amount of \$32,567.00, plus a one-time Indemnification fee of \$10.00. Contract period is fifty nine (59) calendar days with no option to renew.

Exhibits: Department memo attached [] yes [] no

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

Summary Explanation/Background Information: An E-Bid was issued on July 19, 2012 for the Mechanical Integrity Testing (MIT) services at the James E. Anderson Water Treatment Plant (JEA WTP). One (1) bid was received by Youngquist Brothers, Inc. in the amount of \$32,567.00. MIT testing is required by the State of Florida every five (5) years to demonstrate both internal and external mechanical integrity of deep injection wells. The last MIT testing was completed in November of 2007. Therefore, the testing must be completed before November to remain in compliance with the State.

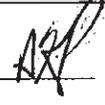
The Utility Systems Department has reviewed the proposal and recommends award to Youngquist Brothers, Inc.

Purchase is budgeted in the 438.

Expenditure: **\$32,567.00**

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3312	LTC Water Treatment Facility
Object Code	563000	Improvements O/T Building
Project	00000	n/a

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests  -0-  minutes to make a presentation.

Submitted by:  Jesus Merejo

Date Submitted:  8/29/2012

Title:  Utility Director

**RECEIVED**  
AUG 29 2012

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## INTEROFFICE MEMORANDUM

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TO: Cheryl Shanaberger, Office of Management & Budget

FROM: Jesus Merejo, Utility Systems Director 

SUBJECT: James E. Anderson Water Treatment Plant Deep Injection Well IW-1  
MIT – Contract Award

DATE: August 13, 2012

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**Background:** The State of Florida requires deep injection wells, through Rule 62-528, Florida Administrative Code (FAC), to demonstrate both internal and external mechanical integrity every 5 years. The mechanical integrity testing (MIT) for the James E. Anderson WTP deep injection well IW-1 was last completed on November 27, 2007. The next MIT, therefore, must be completed on or before November 26, 2012.

**Project Description:** Mechanical integrity testing consists of a regimen of tests approved by the State that are designed to determine the ability of the well's casing to hold pressure and not leak into the surrounding aquifer.

**Bid Results:** Bids were posted on Demand-Star and one bid was received as follows:

Youngquist Brothers, Inc. for \$32,567.00

**Recommendation:** Youngquist Brothers, Inc. has performed other work for the City including construction of the James E. Anderson injection well and they have successfully performed other MITs as well. Their past MIT work has been performed professionally and on schedule. Based on previous experience with this construction firm and the professional services they provide for MITs, it is the Utility's recommendation to award a contract to Youngquist Brothers, Inc.

**Funding Source:** Funding for this work has been budgeted for FY 2012-13 in 438-3312-56300.

If you have any questions, or need additional information, please call Rich Schoenborn at 873-6485.

Attachment: Youngquist's JEA WTP 2012 MIT E-Bid Reply



**CITY OF PORT ST. LUCIE**  
**CONTRACT #20120074**

This CONTRACT, executed this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Youngquist Brothers, Inc.**, 15465 Pine Ridge Road, Fort Myers, Florida 33908, Telephone (239) 489-4444 Fax: (239) 489-4545, 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 in accordance with Master Contract #20080152:

**PROJECT SUPERVISOR**

As used herein the Project Supervisor shall mean Rich Schoenborn, P.E., Utility Systems Department, may be reached at 772-873-6400.

**NOTICES**

City Project Supervisor: Rich Schoenborn, P.E.  
City of Port St. Lucie Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: 772-873-6400 Fax: 772-873-6435  
Email: [rschoenborn@cityofpsl.com](mailto:rschoenborn@cityofpsl.com)

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Contractor: C.W. "Bill" Musselwhite, Vice President  
Youngquist Brothers, Inc.  
15465 Pine Ridge Road  
Fort Myers, Florida 33908  
Telephone: 239-489-4444 Fax: 239-489-4545  
Email: [bill@youngquistbrothers.com](mailto:bill@youngquistbrothers.com)

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

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A & B and all associated permits are made a part of this Contract for Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) entitled E-Bid #20120074.

**SECTION II  
TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_, 2012 and will terminate fifty nine (59) calendar days thereafter for final completion on \_\_\_\_\_. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted within two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III  
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at **\$32,567.00** as identified on Schedule A attached hereto and made a part hereof to this Contract, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments**- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

**Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-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 e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

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

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage 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 #20120074 for Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

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

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

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will 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. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless otherwise determined by a court of competent jurisdiction.

**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 this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

**SECTION IX  
CLEANING UP**

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

**SECTION X  
ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**SECTION XI  
NOTICE OF PERFORMANCE**

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

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project 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 the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity if desired by him, to correct the

deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his 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 referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

### **SECTION XIV LICENSING**

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

### **SECTION XV SAFETY PRECAUTIONS**

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

### **SECTION XVI ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

**SECTION XVII**  
**TERMINATION, DELAYS, INCENTIVES 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, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under the Contract. 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 costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. 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 frame described 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 five hundred (\$500.00) dollars per day 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 total amount due as liquidated damages for any delay.

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 limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of 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 are suspected to be defective, improperly applied, and/or not in compliance with the Contract 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  
OWNER-FURNISHED PRODUCTS**

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. 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 XXII  
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of (name of successful bidder)

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

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

Please check one:

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

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

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

(seal)

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

My Commission Expires: \_\_\_\_\_

## SCHEDULE A

	Description		Estimated		Total
<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Mobilization/Demobilization, Site Preparation, Cleanup	Lump Sum	1	\$9,000.00	\$9,000.00
2	Perform Annular Pressure Test	Lump Sum	1	\$5,400.00	\$5,400.00
3	Perform Temperature Log	Lump Sum	1	\$3,200.00	\$3,200.00
4	Perform Video Survey	Lump Sum	1	\$4,900.00	\$4,900.00
5	Perform RTS	Lump Sum	1	\$10,067.00	\$10,067.00
				GRAND TOTAL	<b>\$32,567.00</b>

User: Holder, CPPB, Robyn

Organization: City of Port St. Lucie - Office of Management and Budget

Logout | Help

**DEMANDSTAR**  
by **ONVIA**

My DemandStar    Buyers    Account Info

Log Bid [View Bids]    Log Quote    View Quotes    Supplier Search    Build Broadcast List    Reports

**Tabulation Sheet**

Agency Name    City of Port St. Lucie - Office of Management and Budget  
 Bid Number    EBID-20120074-0-2012/RH  
 Bid Name    Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant(JEA WTP)  
 Bid Due Date    8/9/2012 3:00:00 PM Eastern time  
 Bid Opening    Closed

1 total response found.

online,  offline,  not submitting,  not received

Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete								
1. Youngquist Brothers, Inc.	8/9/2012 1:35:15 PM	15465 Pine Ridge Road Fort Myers, FL 33908	\$32,567.00		Bid Reply Checklist Subcontractor List Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		Details, Documents, History

<< Return

**Manage Bid Tabulation**

**Planholder Responses**



When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) [Add a Planholder](#)    [Edit Planholders...](#)

**Publish Tabulation Sheet**



Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

Include Non-Compliant Supplier details

Publish as PDF    [Bid Documents...](#)

**E-Bid Opening**  
**E-BID #20120074**  
**MIT Testing at JEA WTP**  
**August 9, 2012 @ 3:00 pm**

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL-OMB	Rholder@cityofpsl.com	T 172-871-5223
2.	RICH SCHENBERG	CITY OF PSL-USD	rschneider@cityofpsl.com	T 442-843-6485 F
3.				T
4.				T
5.				T
6.				T
7.				T
8.				T

**E-BID REPLY EXCEL SPREADSHEET**

**E-BID #20120074**

**CITY OF PORT ST. LUCIE**

**James E. Anderson R.O. Water Treatment Plant**

**Deep Injection Well IW-1 MIT**

Company Name: Youngquist Brothers, Inc.

			Estimated		Total
No.	Item	Unit	Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization, Site Preparation, Cleanup	Lump Sum	1	\$9,000.00	\$9,000.00
2	Perform Annular Pressure Test	Lump Sum	1	\$5,400.00	\$5,400.00
3	Perform Temperature Log	Lump Sum	1	\$3,200.00	\$3,200.00
4	Perform Video Survey	Lump Sum	1	\$4,900.00	\$4,900.00
5	Perform RTS	Lump Sum	1	\$10,067.00	\$10,067.00
				GRAND TOTAL	\$32,567.00

### E-Bid Reply Sheet #20120074

## Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP)

1. **COMPANY NAME:** Youngquist Brothers, Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 15465 Pine Ridge Road, Fort Myers, FL 33908

MAILING ADDRESS: 15465 Pine Ridge Road

CITY, STATE, ZIP CODE: Fort Myers, FL 33908

TELEPHONE NUMBER: ( ) 239-489-4444 FAX NO. ( ) 239-489-4545

CONTACT PERSON: C.W. "Bill" Musselwhite E-MAIL: bill@youngquistbrothers.com

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

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

Tim Youngquist

President

C.W. "Bill" Musselwhite, Harvey Youngquist Jr.,

Vice President

Harvey Youngquist

Treasurer

How long in present business: 35 years How long at present location: 35 years

Is firm a minority business: Yes- No- Does firm have a drug-free workplace program:  Yes- No

If no, is your company planning to implement such a program? \_\_\_\_\_

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

Addendum Number	Date Issued

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

**5. BID RESPONSE:**

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

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

5.3 Bid Reply Sheet Total from Schedule "A": \$ 32,567.00

5.4 Bidder may offer to the City a project completion date of less than ninety (90) calendar days. All offers less than ninety (90) calendar days may be a consideration for award.

\_\_\_\_\_ 59 \_\_\_\_\_ Calendar days

**Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid**

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>
1	Mobilization/Demobilization, Site Preparation, Cleanup	Lump Sum	1
2	Perform Annular Pressure Test	Lump Sum	1
3	Perform Temperature Log	Lump Sum	1
4	Perform Video Survey	Lump Sum	1
5	Perform RTS	Lump Sum	1

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

**6. LIST OF SUBCONTRACTORS:**

\_\_\_\_\_ No subcontractors are anticipated at time of bid submission. \_\_\_\_\_

(Add lines if necessary)

**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. Sample included

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) C.W. "Bill" Musselwhite 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] August 8, 2012  
Signature C.W. "Bill" Musselwhite Date

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

[Signature] Vice President  
Signature C.W. "Bill" Musselwhite 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.  
Corporate Resolution attached.

Attest: [Signature]  
Tim Youngquist



CERTIFIED RESOLUTION

I, Tim Youngquist, the duly elected Secretary of Youngquist Brothers, Inc., a corporation  
(Name) (Corporate Title)

Organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

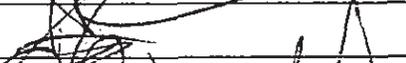
"IT IS HEREBY RESOLVED THAT C.W. (Bill) Musselwhite"

The duly elected Vice President of Youngquist Brothers, Inc., be and is hereby authorized to  
(Title of Officer) (Corporate Title)

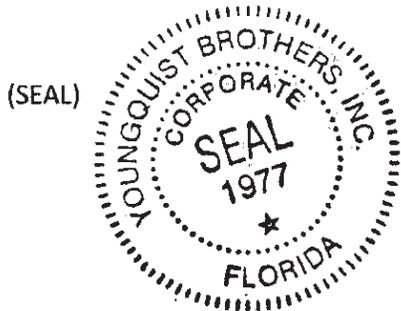
Execute and submit any documentation required and such other instruments in writing as may be necessary on behalf of the said corporation; and such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The Secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Tim Youngquist</u>	<u>President, Secretary</u>	
<u>Harvey Youngquist</u>	<u>Treasurer, Director</u>	
<u>James Brantley</u>	<u>Vice President</u>	
<u>C.W. (Bill) Musselwhite</u>	<u>Vice President</u>	

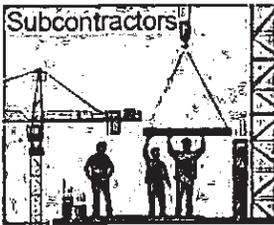
Given under my hand and the Seal of the said corporation this 25<sup>th</sup> day of July, 2011.



BY:   
Tim Youngquist  
Secretary  
Corporate Title

# **Youngquist Brothers, Inc.**

**City of Port St. Lucie  
Mechanical Integrity Testing (MIT) at the James E. Anderson  
Water Treatment Plant (JEA WTP)**



**List of Proposed Subcontractors:**

**No subcontractors are anticipated at time of bid submission.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2012

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

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

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Heather Riles	
	PHONE (A/C No. Ext.): (407) 843-1120 FAX (A/C No.): (407) 843-5772	
	E-MAIL ADDRESS: hriles@johnsonandcompany.net	
INSURED YOUNGQUIST BROTHERS, INC. YOUNGQUIST BROTHERS ROCK 15465 PINE RIDGE RD. FORT MYERS FL 33908	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich North America	16535
	INSURER B: American Guarantee Liability	26247
	INSURER C: National Union Fire Ins. Co.	19445
	INSURER D: Qualified Self Insured	
	INSURER E: Commerce & Industry Ins. Co.	19410
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL11102803366 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x	GL 04275188-07	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	x	BAP 9377305-08	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	UMBRELLA LIAB EXCESS LIAB		BE 26159392	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER
						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	CONTRACTOR'S EQUIPMENT		NXI93018803	05/22/2012	05/22/2013	LEASED/RENTED \$400,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS:
	AUTHORIZED REPRESENTATIVE C Johnson/AJ

# Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Youngquist Brothers Inc.**

Business name/disregarded entity name, if different from above

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

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

Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)  
**15465 Pine Ridge Road**

City, state, and ZIP code  
**Fort Myers, FL 33908**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
5	9	-	1	8	3	6	9	6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Christine Felbright</i>	Date ▶ <i>8/9/12</i>
------------------	---	----------------------

## General Instructions

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

### Purpose of Form

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

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

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

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

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

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

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

# *State of Florida*

## *Department of State*

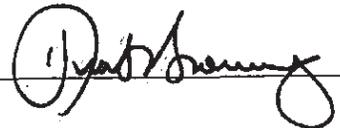
I certify from the records of this office that YOUNGQUIST BROTHERS, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1977.

The document number of this corporation is 527821.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 9, 2012, and its status is active.

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

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Tenth  
day of February, 2012*



*Secretary of State*

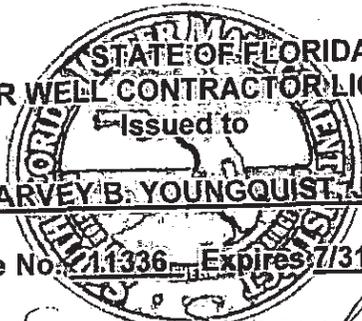


Authentication ID: 300221213103-021012-527821

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

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

STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE



Issued to

HARVEY B. YOUNGQUIST, JR.

License No. 11336 Expires 7/31/2013

Ann Marie Superchi  
DISTRICT CERTIFICATION OFFICER

AC# 4987110

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060700989

DATE	BATCH NUMBER	LICENSE NBR	THE STA.
06/07/2010	097059335	CGC1517866	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

YOUNGQUIST, HARVEY BRUCE JR.  
YOUNGQUIST BROTHERS, INC.  
15465 PINE RIDGE ROAD  
FORT MYERS, FL 33908

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 5655599

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L11072500225

DATE	BATCH NUMBER	LICENSE NBR	THE STA.
07/25/2011	100490618	EC13004802	

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

YOUNGQUIST, HARVEY BRUCE  
YOUNGQUIST BROTHERS, INC.  
15465 PINE RIDGE ROAD  
FORT MYERS, FL 33908

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 404, Florida Statutes, and Chapter 64E-5, Florida Administrative Code (F.A.C.), and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing such licensee to receive, acquire, possess and transfer the radioactive material(s) designated below and to use such radioactive material(s) for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the state of Florida, Department of Health now or hereafter in effect and to any conditions specified below.

<p style="text-align: center;">Licensee</p> <p>1. Name: <b>YOUNGQUIST BROTHERS, INC.</b></p>	<p>3. License Number: <b>3348-1</b></p> <p>is hereby renewed in its entirety with reference to application dated October 25, 2011, and supplemental application dated November 14, 2011, and correspondence dated December 6, 2011.</p>
<p>2. Address: <b>15465 Pine Ridge Road Fort Myers, FL 33908</b></p>	<p>4. Expiration Date: <b>12/31/2016</b></p> <p>5. Category: <b>3I(1)</b></p>

<p>6. Radioactive Material (element and mass number)</p>	<p>7. Chemical And/Or Physical Form</p>	<p>8. Maximum Quantity Licensee May Possess At Any One Time</p>
<p>A. Iodine 131</p>	<p>A. Solution</p>	<p>A. 100 millicuries</p>

9. Authorized Use

A. To be used in a Probe Technology, Inc., part number 050-F0406-000, 1-11/16" motorized ejector tool for the performance of subsurface tracer studies.

CONDITIONS

10. A. The authorized place of use shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under reciprocity which has been approved by the NRC or an agreement state.
- B. The authorized place of storage is the licensee's facility located at the address in Item 2, and at temporary job sites.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF RADIATION CONTROL

11. Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to \$1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.
12.
  - A. Licensed material shall be used by, or under the supervision and in the physical presence of Edward X. Callahan, Paul McCullers, or Miguel Martinez.
  - B. The radiation safety officer is Edward X. Callahan.
13. The licensee shall comply with the provisions of Chapter 64E-5, F.A.C., Part IX, "Notices, Instructions and Reports to Workers; Inspections" and Part III, "Standards for Protection Against Radiation."
14. The licensee shall not transfer possession or control of radioactive material, or products containing radioactive material as a contaminant except:
  - A. By transfer to a specifically licensed recipient; or
  - B. As provided otherwise by specific provision of this license pursuant to the requirements of Chapter 64E-5, F.A.C.
15. Radioactive material transported on public thoroughfares shall be packaged, prepared for shipment and transported in accordance with Title 49, Code of Federal Regulations and Chapter 64E-5, F.A.C.
16. Each source holder or logging tool containing radioactive material shall bear a durable, legible and clearly visible marking or label bearing the conventional radiation symbol and the following warning: DANGER (or CAUTION) - RADIOACTIVE.
17. Individuals involved in operations which utilize, at any one time or over a 3 month period, radioiodine in an unsealed form that exceeds activities specified in table 1 shall have bioassays performed at the frequency specified in 64E-5.1320(1), F.A.C. Records of the bioassays shall be maintained for inspection by the department for 3 years.

License Number: 3348-1  
Amendment No.: 10  
Control Number: 20111031-1828

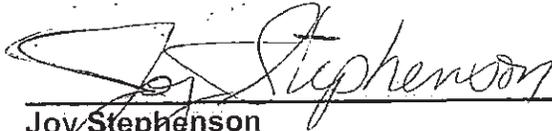
Licensee copy  
Page 2 of 3 Page(s)

Category: [3(1)]  
Expiration Date: 12/31/2016

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF RADIATION CONTROL

20. A. Except as specifically provided otherwise by this license, the licensee shall possess and use licensed material described in Items 6, 7, 8 and 9 of this license in accordance with statements, representations and procedures contained in the licensee's application dated October 25, 2011, signed by Edward X. Callahan, RSO, and supplemental application dated November 14, 2011, signed by Tim Youngquist, President, and correspondence dated:
- December 6, 2011 (multiple commitments and procedures), also signed by Tim Youngquist, President.
- B. The licensee shall comply with all applicable requirements of Chapter 64E-5, Florida Administrative Code, and these regulations shall supersede the licensee's statements in applications or correspondence, unless the statements are more restrictive than the regulations.
- C. For the purpose of these rules "Total effective dose equivalent (TEDE)" means the sum of the effective dose equivalent for external exposures and the committed effective dose equivalent for internal exposures and when the external exposure for compliance with subsection 64E-5.308(3) is determined by measurement with an external personal monitoring device, the deep-dose equivalent must be used in place of the effective dose equivalent, unless the effective dose equivalent is determined by a dosimetry method approved by the department.

For the Bureau of Radiation Control:



Joy Stephenson  
Environmental Specialist  
4052 Bald Cypress Way - Bin C21  
Tallahassee, FL 32399-1741  
(850) 245-4545

Issuance Date: DEC 1 8 2011

A party whose substantial interest is affected by this order may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. Such proceedings are governed by Rule 28-106, Florida Administrative Code. A petition for administrative hearing must be in writing and must be received by the Agency Clerk for the Department, within twenty-one (21) days from the receipt of this order. The address of the Agency Clerk is: Agency Clerk, 4052 Bald Cypress Way, BIN # A02, Tallahassee, Florida 32399-1703. The Agency Clerk's facsimile number is 850-410-1448. A copy of the petition should also be sent to: Bureau Chief, Bureau of Radiation Control, 4052 Bald Cypress Way, BIN # C21, Tallahassee, FL 32399-1741. The Bureau Chief's facsimile number is 850-487-0435. Mediation is not available as an alternative remedy. Your failure to submit a petition for hearing within 21 days from receipt of this order will constitute a waiver of your right to an administrative hearing, and this order shall become a "final order." Should this order become a final order, a party who is adversely affected by it is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings may be commenced by filing one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the Court of Appeal in the appropriate District Court. The notice must be filed within 30 days of rendition of the final order.

License Number: 3348-1  
Amendment No.: 10  
Control Number: 20111031-1828

LICENSEE COPY  
Page 3 of 3 Page(s)

Category: [31(1)]  
Expiration Date: 12/31/2016

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE  
SUPPLEMENTAL SHEET

YOUNGQUIST BROTHERS, INC.  
15465 Pine Ridge Road  
Fort Myers, FL 33908

With reference to correspondence dated January 25, 2012, State of Florida Radioactive Materials License Number 3348-1 is hereby amended.

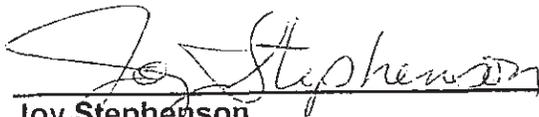
TO CHANGE CONDITION 12 TO READ:

CONDITIONS

12. A. Licensed material shall be used by, or under the supervision and in the physical presence of Edward X. Callahan, Paul McCullers, Miguel Martinez, or Luis Morey.
- B. The radiation safety officer is Edward X. Callahan.

For the Bureau of Radiation Control:

Issuance Date: FEB 09 2012



Joy Stephenson  
Environmental Specialist  
4052 Bald Cypress Way - Bin C21  
Tallahassee, FL 32399-1741  
(850) 245-4545

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License Number: 3348-1  
Amendment No.: 11  
Control Number: 20120130-0135

LICENSEE COPY  
Page 1 of 1 Page(s)

Category: [31(1)]  
Expiration Date: 12/31/2016.

FORMS

FORMS

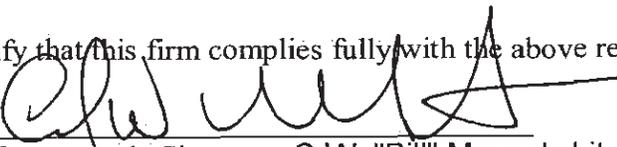
**DRUG FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that Youngquist Brothers, Inc. does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 states, for a violation occurring in the workplace no later than five 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.

  
Contractor's Signature C.W. "Bill" Musselwhite

August 8, 2012

Date

**SEALED E-BID #20120074**

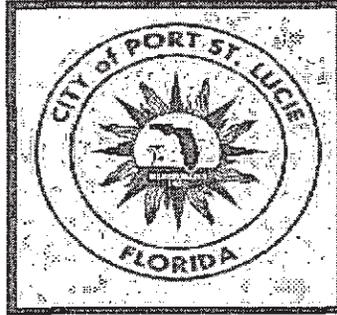
**Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP)  
~~Bayshore Boulevard & Prima Vista Boulevard Intersection~~  
~~Improvement Construction Project~~**

Name of Bidder: Youngquist Brothers, Inc.

This checklist is provided to assist bidders in the preparation of their e-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 e-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 E-Bid in its entirety.

- X Drug-Free Workplace Form uploaded to Demandstar
- X 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- X E-Bid Reply Sheet #20120074 uploaded to Demandstar
- X E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- X All pricing has been mathematically reviewed and all corrections have been initialed.
- X All price totals have been thoroughly checked.
- X Each E-Bid Addendum (when issued) is acknowledged.
- X Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- X Copy of License uploaded to Demandstar
- X W-9 form uploaded to Demandstar
- X Reviewed the Contract and accept all City Terms and Conditions

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



**CITY OF PORT ST. LUCIE**

**MECHANICAL INTEGRITY TESTING (MIT)**  
**AT THE**  
**JAMES E. ANDERSON**  
**WATER TREATMENT PLANT (JEA WTP)**

**Sealed Electronic Bid # 20120074**  
**(E-Bid)**

Prepared by:  
Robyn Holder, CPPB  
City of Port St. Lucie  
Office of Management & Budget  
772-344-4293  
[rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

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MIT at the JEA WTP

**NOTE: THIS REQUEST FOR E-BID IS ONLY FOR THE FOLLOWING CONTRACTED**

**CONTRACTORS:** Diversified Drilling Corporation and Youngquist Brothers, Inc.

### INVITATION TO E-BID

Sealed Electronic Bid (E-Bid) #20120074 for Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **3:00 PM on August 9, 2012.**

### SCOPE OF WORK

This project includes all performance of mechanical integrity testing (MIT) of deep injection well IW-1 at the City of Port St. Lucie's James E. Anderson Water Treatment Plant (JEA WTP). All equipment, materials and personnel needed for the performance of the mechanical integrity testing as specified herein shall be provided by the Contractor. Mechanical integrity testing (MIT) of IW-1 shall include performance of a video survey of the well, annular pressure testing, high resolution temperature logging and radioactive tracer survey.

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

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the "City of Port St. Lucie". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, 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.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are uploaded in a timely manner prior to the date and time specified above. Receipt of a bid in any other manner does not satisfy this requirement.

**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, ITS EMPLOYEES AND THEIR FINANCIAL OR LEGAL INTERESTS.**

E-Bid Documents for the project include the following:

1. E-Bid Specifications – Pages 1 - 27
2. E-Bid Reply Excel Spreadsheet – Page 1
3. Attachments:
  - A. Technical Specifications, pages 1 - 11.
  - B. Drawings, consisting of pages 1 - 4.

## INSTRUCTIONS TO BIDDERS

- 1. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Before submitting e-bids, each Bidder(s) shall visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions or Contract Documents will not relieve the contractual obligations or be cause for additional compensation.

It is the responsibility of the Bidder(s) to comply with federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

- 2. SITE EXPLORATIONS:** Each Bidder may explore the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of an E-Bid. Failure to conduct site explorations shall not be cause for additional compensation.
- 3. QUESTIONS:** Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 344-4293, Fax (772) 871-7337 or email at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). The City will not be responsible for oral clarification of questions. Questions received after **August 2, 2012** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. 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(s) is responsible for verifying they have received all Bid Addenda.

- 4. SUBSTITUTIONS:** The last day for written requests for consideration of substitutions is August 2, 2012. Written request should be sent to Robyn Holder, CPPB in the Office of Management and Budget at fax number (772) 871-7337 or email at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an addendum will be issued to all Bidder(s) of Record, describing such.
- 5. ADDENDA:** The City may revise or amend the Contract Documents prior to E-Bid Opening by Addenda. Any Addenda issued shall be binding as if originally written in the Contract Documents. Receipt of all Addenda must be acknowledged on the E-Bid Reply Forms. It is the responsibility of the Bidder(s) to ensure they have received all Addenda.
- 6. PREPARATION OF BIDS:** The Bidder(s) shall complete and return the submittal requirements as in item seven (7) below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.

7. **BID SUBMITTAL:** The Bid submittal requirements are summarized below.

- A. Request E-Bid Specifications, #20120074 from Onvia, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save.
- C. Download and complete company information on E-Bid Reply Sheet #20120074, Drug Free Workplace Form, and Checklist.
- E. Enter total price on E-Bid Reply Sheet #20120074. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel spreadsheet, the amount listed on Demandstar web page, and the E-Bid Reply Sheet #20120074 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- D. Sign the E-Bid Reply Sheet #20120074 where indicated.
- G. Upload and submit the E-Bid Reply Sheet #20120074, E-Bid Reply Excel Spreadsheet, Bid Bond, Current Certificate of Insurance, W-9 form, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.
- H. Upload and submit a copy of your license for this type of construction 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.

8. **BID SECURITY BOND:** All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) business days** after the opening for their bid to be considered even if they are not the apparent low bidder.

The accepted 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.

9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.

10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:

- A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.

- B. Evidence that one Bidder(s) has a financial interest in the firm of another Bidder(s) for the same work.
  - C. Evidence of collusion among Bidders: The City will not recognize a participant in such collusion as a Bidder(s) for any future work of the City until the City reinstates such participant as a qualified Bidder(s).
  - D. Failure to qualify in accordance with the City of Port St. Lucie Specifications.
  - E. Uncompleted work on other projects that, in the judgment of the City, could hinder or prevent the prompt completion of the proposed work.
  - F. Failure to pay or satisfactorily settle all bills due for labor and material on other contracts in force at the time of advertisement for bids.
  - G. Default under a previous contract.
  - H. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.
  - I. Falsification on any form required by the City.
  - J. The submission of a proposal that was not issued by the City.
  - K. Failure to maintain insurance requirements throughout the life of the contract.
11. **PUBLIC OPENING OF E-BIDS:** E-Bids will be publicly read at the time and place set forth in the Invitation to E-Bid, or as modified by Addenda. The City reserves the right to extend the e-bid opening date when no responses or only one (1) response is received.
12. **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 Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
13. **LICENSES AND PERMITS:** The successful Bidder(s) shall secure and pay for all construction related licenses, permits, and inspection fees, except those specifically waived in the Contract Documents. Inspection fees imposed by the City of Port St. Lucie are not applicable to this project.
14. **OSHA COMPLIANCE:** Successful Bidder(s) shall agree that the application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
15. **NON-DISCRIMINATION:** Successful Bidder's personnel are to be treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

**16. AWARD OF CONTRACT:** For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheet, multiplied by their bid unit prices for the Total Bid.

The award of the Contract, if it is awarded, will be to the Bidder(s) whose qualifications indicate the award will be to the best interest of the City, and who's Bid(s) shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the best value Bidders, and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City within the time specified.

The City may reject any bid where an investigation of the available information indicates a Bidder(s) is not the most qualified to perform the obligation of the Contract. The City may require a Bidder(s) 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:

- A. Have sufficient financial resources to complete the project.
- B. Can meet quoted delivery considering all other business commitments.
- C. Has a satisfactory record of performance.
- D. Has adequate staffing to fulfill requirements.
- E. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- F. Has necessary organization, experience, operational controls, and technical skills (or ability to readily obtain them).
- G. The Bidder(s) is qualified and eligible to receive an award under applicable laws and regulations.
- H. Has bid within a competitive price range in relation to the needed goods, services or construction.
- I. The skill and experience demonstrated by the Bidder(s) in performing contracts of a similar nature.
- J. The Bidder's past performance with City.
- K. Has met all requirements of the solicitation (delivery, quality and price).
- L. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- M. Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- N. Price: The element of price is but one of the criteria elements.
- O. Determine what bid provides the best value to the City.
- P. City Ordinance Section 35.12 Local Preference will not apply.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the successful Bidder(s) received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site. The start date of the Contract is defined within this Contract and may not be the same date as the award date.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the E-Bid Reply Excel Spreadsheet, the E-Bid Reply Sheet #20120074 and the figure entered on the Demandstar web page will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

17. **CONTRACT TIME:** The Contract Period is estimated at ninety (90) calendar days for final completion. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the City for consideration of extension of completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.
18. **PAYMENT TERMS:** Payment terms are defined in the Contract Form. Please note the City has implemented a Purchasing Card Program. The successful Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net thirty (30) days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero percent (0%) discount applies.

Bidder(s) 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(s) to make this statement the City shall assume the purchase or Contract price shall be governed by the net thirty (30) days ARI. All invoices and correspondence related to the contract must contain the City's contract number and purchase order or Visa authorization number.

19. **PAYMENT & PERFORMANCE BONDS:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Chapter 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect during the term of the Contract.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

20. **LIQUIDATED DAMAGES:** Provisions for liquidated damages are set forth in the Contract.
21. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS:** The successful Bidder(s) shall provide a listing of all Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any Subcontractor, Supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Requirements.

22. **MODIFICATION AND WITHDRAWAL OF BIDS:** E-Bids may be modified or withdrawn prior to the due date and time. E-Bids are in a secure locked box that can only be accessed by the Bidder. Once the E-Bid is closed, the Bidder will no longer have access to the documents and cannot be modified or withdrawn.
23. **TIE BID STATEMENT:** In the case of identical tie E-Bids, in accordance with Section 287.078, Florida Statutes, and preference shall be given to businesses with drug-free workplace programs. Whenever two or more E-Bids, which are equal with respect to price, quality, and services received by the City for the procurement of commodities or contractual services, an E-Bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. If appropriate for the e-bid, preference shall also be given to the Bidder with the least contract completion time.
24. **PROJECT SCHEDULE:** The successful Bidder(s) shall submit to the City a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the City prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the City. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City. The timing of payment shall be monthly. The successful Bidder(s) shall submit an update to the project schedule for the project on a monthly basis concurrent with the monthly pay request.
25. **PERMITS:** It is the responsibility of the successful Bidder(s) to procure the permits required from the appropriate jurisdictional agencies to construct the project contained within this E-Bid Document. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120074. Insurance requirements are in accordance with Master Contract #20080152.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

*Balance of page left intentionally blank.*

### E-Bid Reply Sheet #20120074

## Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP)

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](http://www.Cityofpsl.com).

**5. BID RESPONSE:**

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

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

5.3 Bid Reply Sheet Total from Schedule "A": \$ \_\_\_\_\_.

5.4 Bidder may offer to the City a project completion date of less than ninety (90) calendar days. All offers less than ninety (90) calendar days may be a consideration for award.

\_\_\_\_\_ Calendar days

**Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid**

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>
1	Mobilization/Demobilization, Site Preparation, Cleanup	Lump Sum	1
2	Perform Annular Pressure Test	Lump Sum	1
3	Perform Temperature Log	Lump Sum	1
4	Perform Video Survey	Lump Sum	1
5	Perform RTS	Lump Sum	1

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

**6. LIST OF SUBCONTRACTORS:**

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(Add lines if necessary)

**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.

MIT at the JEA WTP

**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.

**FORMS**

**FORMS**

**DRUG FREE WORKPLACE FORM**

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

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 states, for a violation occurring in the workplace no later than five 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.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**FORMS**

**CITY OF PORT ST. LUCIE**  
**CONTRACT #20120074**

This CONTRACT, executed this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of the Contractor, address, telephone no.* ( ) \_\_\_\_\_ fax no. ( ) \_\_\_\_\_, hereinafter called "Contractor," party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows in accordance with Master Contract #20080152:

**PROJECT SUPERVISOR**

As used herein the Project Supervisor shall mean Rich Schoenborn, P.E., Utility Systems Department, may be reached at 772-873-6400.

**NOTICES**

City Project Supervisor: Rich Schoenborn, P.E.  
City of Port St. Lucie Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: 772-873-6400 Fax: 772-873-6435  
Email: [rschoenborn@cityofpsl.com](mailto:rschoenborn@cityofpsl.com)

City Contract Administrator: Robyn Holder, CPPB.  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Contractor: \_\_\_\_\_

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

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A & B and all associated permits are made a part of this Contract for Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) entitled E-Bid #20120074.

**SECTION II**  
**TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate ninety (90) calendar days later for final completion on \_\_\_\_\_. The Contractor will be required to commence work under this Contract

MIT at the JEA WTP

within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted within two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

### SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ \_\_\_\_\_ as identified on Schedule A attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments**- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

**Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation,

MIT at the JEA WTP

including any necessary partial release of liens, and is approved by the Project Manager as required under Section XII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-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 e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

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

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

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should the scope of work performed by Contractor qualify

MIT at the JEA WTP

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 #20120074 for Mechanical Integrity Testing (MIT) at the James E. Anderson Water Treatment Plant (JEA WTP) shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

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

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

**SECTION VII  
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will 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. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless otherwise determined by a court of competent jurisdiction.

**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 this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

**SECTION IX  
CLEANING UP**

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

**SECTION X  
ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**SECTION XI  
NOTICE OF PERFORMANCE**

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

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project 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 the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his 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 referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

**SECTION XIV  
LICENSING**

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

**SECTION XV  
SAFETY PRECAUTIONS**

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

**SECTION XVI  
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the

instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

## **SECTION XVII TERMINATION, DELAYS, INCENTIVES 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, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under the Contract. 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 costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. 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 frame described 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 five hundred (\$500.00) dollars per day 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 total amount due as liquidated damages for any delay.

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 limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of 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 are suspected to be defective, improperly applied, and/or not in compliance with the Contract 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  
OWNER-FURNISHED PRODUCTS**

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. 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 XXII  
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

MIT at the JEA WTP

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 (name of successful bidder)

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

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

Please check one:

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

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

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)

**SEALED E-BID #20120074**

**Mechanical Integrity Testing (MIT) at the  
James E. Anderson Water Treatment Plant (JEA WTP)**

Name of Bidder: \_\_\_\_\_

This checklist is provided to assist bidders in the preparation of their e-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 e-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 E-Bid in its entirety.

- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar
- \_\_\_\_\_ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- \_\_\_\_\_ E-Bid Reply Sheet #20120074 uploaded to Demandstar
- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price totals have been thoroughly checked.
- \_\_\_\_\_ Each E-Bid Addendum (when issued) is acknowledged.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- \_\_\_\_\_ Copy of License uploaded to Demandstar
- \_\_\_\_\_ W-9 form uploaded to Demandstar
- \_\_\_\_\_ Reviewed the Contract and accept all City Terms and Conditions

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

**ATTACHMENT A**

Technical Specification for

**City of Port St. Lucie  
Mechanical Integrity Testing (MIT)**

**At**

**the James E. Anderson Water Treatment Plant (JEA WTP)**

(11 Pages follow as a separate attachment)

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**ATTACHMENT B**

Drawings

**City of Port St. Lucie  
Mechanical Integrity Testing (MIT)  
At  
the James E. Anderson Water Treatment Plant (JEA WTP)**

(4 Pages follow as a separate attachment)

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**ATTACHMENT A  
E-BID #20120074**

**MECHANICAL INTEGRITY TESTING (MIT)**

**AT THE JAMES E. ANDERSON WATER TREATMENT PLANT (JEA WTP)**

**GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. The Specifications included in these Contract Documents establish the performance and quality requirements for material and equipment and the minimum standards for mechanical integrity testing of deep injection well IW-1 at the City of Port St. Lucie's James E. Anderson Water Treatment Plant (JEA WTP). A location map, site plan, and diagram of the deep injection well system are provided in the attached Drawings.

**PART 2 – REASONABLY IMPLIED PARTS OF THE WORK SHALL BE DONE ALTHOUGH ABSENT FROM SPECIFICATIONS**

**2.01 GENERAL**

- A. Specific tasks not completely described in these Specifications, that are necessary or normally required as a part of the work described, or that are necessary or required to make each installation satisfactorily or legally operable, shall be performed by the CONTRACTOR as incidental work without extra cost to the CONSULTANT, as if fully described in these Specifications. The expense of such work shall be included in the applicable unit or lump sum prices for the work described.

**PART 3 – SITE ACCESS**

**3.01 GENERAL**

- A. The CITY has the responsibility to provide legal access to the well site. The CONTRACTOR has the responsibility to provide physical access to the well site.

**PART 4 – MATERIALS AND WORKMANSHIP**

**4.01 GENERAL**

- A. The CONTRACTOR shall, except as specifically stated in the Contract Documents, provide all labor, materials, equipment, tools, and other facilities and services necessary for proper completion of all work under the Contract Documents.

MIT AT THE JEA WTP

- B. The CONTRACTOR, in addition to furnishing the services of drillers experienced in mechanical integrity testing of deep injection wells, shall also furnish an adequate number of competent helpers.
- C. The CONTRACTOR shall guarantee that all work will be performed in a workmanlike manner by qualified well drillers, and will conform to these Specifications.

4.02 EQUIPMENT

- A. The CONTRACTOR shall furnish capable equipment to perform the testing described herein.

4.03 COORDINATION

- A. The CONTRACTOR shall cooperate in the coordination of its work with the CITY's operations and in the interfacing and connection of the separate elements of the overall project work without additional costs to the CITY.

4.04 SCHEDULING

- A. The CONTRACTOR shall plan the work and carry it out with minimum interference to the CITY and other Contractors. Prior to starting the work, the CONTRACTOR shall confer with the CONSULTANT and CITY's representative to develop an approved work schedule that will permit the project to progress as normally as practical. The CONTRACTOR may be required to do certain parts of the construction work outside normal working hours to avoid undesirable conditions.
- B. The CONTRACTOR shall make every effort to schedule testing activities during normal working hours and avoid testing activities on nationally recognized holidays (i.e., Labor Day, Thanksgiving, Christmas, and New Year). Work schedules should reflect these holidays in particular.
- C. The CONTRACTOR shall schedule all work or tests, which will be attended by representatives of the Florida Department of Environmental Protection (FDEP), from 9:00 AM to 4:00 PM Monday through Friday. Performance of the RTS must begin by 9:00 AM.

4.05 PROTECTION OF PROPERTY AND ENVIRONMENT

- A. The CONTRACTOR shall take special precautions to reduce to a minimum the nuisances and damages to property. Any damage to public or private property shall be immediately repaired at the CONTRACTOR's sole expense. Equipment, tools, and material shall be located in places where they will produce a minimum of nuisance.
- B. The CONTRACTOR shall observe the rules and regulations of the State of Florida and agencies of the United States Government prohibiting the pollution of surface waters by the dumping of any refuse, rubbish, or debris therein.

MIT AT THE JEA WTP

- C. CONTRACTOR shall not cause nor permit an action to occur which would allow an overflow of fluids or saline waters to escape the confines of the concrete pad. The CONTRACTOR shall remain solely responsible for any property damage, remediation costs, or regulatory fines which might result from such occurrence.

## PART 5 – DETAILED CONSTRUCTION SCHEDULE

### 5.01 MECHANICAL INTEGRITY TESTING OF IW-1

- A. The mechanical integrity testing of the injection well shall generally proceed as follows:
1. The CONTRACTOR shall mobilize to site and set up well testing equipment at the location of the injection well in accordance with Section MOBILIZATION AND CLEANUP.
  2. The CONTRACTOR shall coordinate removal of injection well from service with CONSULTANT and plant superintendent.
  3. The CONTRACTOR shall perform video survey of IW-1 in accordance with Section GEOPHYSICAL LOGGING.
  4. The CONTRACTOR shall perform a annular pressure test at a minimum starting pressure of one hundred fifty (150) psi for a period of sixty (60) minutes in accordance with Section PRESSURE TEST.
  5. The CONTRACTOR shall perform high-resolution temperature log of well in accordance with Section GEOPHYSICAL LOGGING.
  6. The CONTRACTOR shall perform radioactive tracer survey in accordance with Section RADIOACTIVE TRACER MECHANICAL INTEGRITY TEST, and Section GEOPHYSICAL LOGGING.
  7. The CONTRACTOR shall demobilize equipment, clean injection well pad and restore any disturbed areas around the injection well site in accordance with Section MOBILIZATION AND CLEANUP.

**END OF SECTION**

## **MEASUREMENT AND PAYMENT**

### PART 1 - GENERAL

#### 1.01 ADMINISTRATIVE SUBMITTALS

- A. Application for Payment.
- B. Final Application for Payment.

#### 1.02 APPLICATION FOR PAYMENT

MIT AT THE JEA WTP

A. Preparation:

1. Round values to nearest dollar.
2. List each Change Order and Written Amendment executed prior to date of submission as separate line item.
3. Submit Application for Payment and such supporting data as may be requested by CONSULTANT.

1.03 PAYMENT

A. General:

1. Progress payments will be made monthly.
- B. Payment for all Work shown or specified, in the Contract Documents is included in the Contract Price.

1.04 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. *Defective Work* not accepted by the City.
4. Material remaining on hand after completion of Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

**MOBILIZATION AND CLEANUP**

**PART 1 - GENERAL**

1.01 WORK INCLUDED

- A. This section covers the Work necessary to move in and move out personnel and equipment, set up and remove testing equipment, set up temporary water piping, and clean up site, complete.

PART 2 - PRODUCTS

MIT AT THE JEA WTP

## 2.01 GENERAL

- A. The CONTRACTOR shall provide all materials and equipment required to accomplish the Work as specified.
- B. Backflow prevention shall be provided for all connections to potable water. The CONTRACTOR is responsible for providing such backflow prevention. Potable water shall be provided at no cost to the CONTRACTOR.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Set up well testing equipment on the Injection Well IW-1 drilling pad. Accomplish all required Work in accordance with applicable portions of these Specifications.

### 3.02 CONTAMINATION PRECAUTIONS

- A. The CONTRACTOR shall avoid contamination of the project area. Do not dump waste oil, rubbish, or other similar materials on the ground. Do not allow discharge of saline water or injection fluid. Cleanup of any contamination, saline water or injection fluid by the CONTRACTOR, his employees, or his subcontractors shall be performed by the CONTRACTOR at his sole expense.

### 3.03 SITE RESTORATION AND CLEANUP

- A. The CONTRACTOR shall at all times during the Work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

**END OF SECTION**

**PROJECT CLOSEOUT**

## PART 1 - GENERAL

### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Closeout is defined to include the general requirements near the end of the Contract time, in preparation for final acceptance, final payment, normal termination of the Contract, occupancy by the CITY and similar actions evidencing completion of the work.

### 1.02 PREREQUISITES FOR CLOSEOUT OF THE PROJECT

- A. The CONTRACTOR shall submit final copies of all geophysical logs.
- B. The CONTRACTOR shall complete the final cleaning of wellhead and drilling pad.
- C. The CONTRACTOR shall touchup and otherwise repair and restore marred exposed finishes.

MIT AT THE JEA WTP

- D. The CONTRACTOR shall submit final payment request with final releases and supports not previously submitted and accepted.
- E. The CONTRACTOR shall submit updated final statement showing all Change Orders and allowances and accounting for additional changes to the Contract sum.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

**END OF SECTION**

**RADIOACTIVE TRACER SURVEY**

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This section covers the work, materials, and equipment necessary to perform the radioactive tracer survey (RTS) on the injection well.
- B. This section covers the background geophysical logging to be performed prior to RTS, the type of geophysical tool necessary to perform RTS, and the procedure for performing the RTS.
- C. Potable water or reverse-osmosis concentrate will be used during dynamic tests and casing flushing. The CONTRACTOR is responsible for connecting to a source of potable water and providing and installing backflow prevention.
- D. The RTS must begin prior to 9:00 AM Monday through Friday unless otherwise approved by the CONSULTANT. The CONSULTANT must be notified at least seventy two (72) hours prior to the RTS.

PART 2 - PRODUCTS

2.01 GENERAL

- A. CONTRACTOR will provide continuous-recording geophysical logging equipment capable of running the following logs:
  - 1. Gamma ray.
  - 2. RTS.
  - 3. Casing collar locator.
  - 4. High-Resolution Temperature

## 2.02 GEOPHYSICAL LOGGING EQUIPMENT

- A. An RTS logging tool with three (3) gamma detectors positioned one above and two (2) below the ejector port and a casing collar locator (CCL) device.
- B. The geophysical recording equipment shall be capable of time driven recording with multiple settings for time interval adjustment. The presentation of the logs shall be such that the response remains on scale.
- C. The radioactive isotope used to trace the fluid shall be medicinal grade Iodine 131. An assay sheet demonstrating the Iodine 131 was manufactured less than one half-life prior to testing shall be supplied by the CONTRACTOR.
- D. CONTRACTOR or the Geophysical Service Subcontractor shall be currently licensed to handle radioactive material and shall be cognizant of all applicable restrictions and regulations governing the use of such materials. The CONTRACTOR shall designate a representative to serve as the radiation safety officer.
- E. All materials that the radioactive fluid comes in contact with shall be containerized and removed from the site by the geophysical service company, at no additional cost to the CITY or CONSULTANT.

## 2.03 PUMPING EQUIPMENT

- A. A flow meter, calibrated within sixty (60) days of testing, will be used for the RTS. Furnish appropriate calibrated flow-measuring devices capable of accurately measuring the flow at each injection rate. Submit certificate of calibration to the CONSULTANT one (1) week prior to its use.
- B. Furnish all valving, back flow preventers, and appurtenances necessary to adjust and control the injection rate into the injection well while testing.

## PART 3 - EXECUTION

### 3.01 TESTING

- A. Prior to proceeding with the RTS, the designated radiation safety officer shall perform a background Geiger counter survey of the site.
- B. Install standpipe and required piping. Perform video, background temperature, gamma ray, and casing collar locator log (CCL) on complete well.
- C. Position the ejector port five (5) feet above the base of the twenty four (24) inch diameter final casing (expected base of casing is 2,764 feet bpl) and establish an injection rate of potable water or reverse-osmosis concentrate of sixty five (65) to one hundred eight (108) gpm. Eject 1.0 mCi of tracer. Allow one (1) hour for sign of tracer movement. In the event tracer movement behind the casing is suspected during time-drive logging, the RTS tool will be raised approximately twenty (20) feet above the

previous position and time-drive logging will resume at the new tool location. Log out of position a minimum of two hundred (200) feet above the highest point at which tracer is detected to confirm tracer location. Flush well with a minimum of forty one thousand (41,000) gallons of potable water or reverse-osmosis concentrate or until tracer staining is reduced to a level that will not interfere with interpretation of the test data. Reposition ejector five (5) feet above the base of casing and log up out of position a minimum of two hundred (200) feet above the highest point at which tracer was detected. Reposition ejector port five (5) feet above the base of the casing.

- D. Position the ejector port five (5) feet above the base of the twenty four (24) inch diameter final casing (expected base of casing is 2,764 feet bpl) and re-establish an injection rate of potable water or reverse-osmosis concentrate of sixty five (65) to one hundred eight (108) gpm. Eject 1.0 mCi of tracer. Allow thirty (30) minutes for sign of tracer movement. In the event tracer movement behind the casing is suspected during time-drive logging, the RTS tool will be raised approximately twenty (20) feet above the previous position and time-drive logging will resume at the new tool location. Log out of position a minimum of two hundred (200) feet above the highest point at which tracer is detected to confirm tracer location. Flush well with a minimum of forty one thousand (41,000) gallons of potable water or reverse-osmosis concentrate or until tracer staining is reduced to a level that will not interfere with interpretation of the test data. Reposition ejector five (5) feet above the base of casing and log up out of position a minimum of two hundred (200) feet above the highest point at which tracer was detected.
- E. Establish an injection rate of potable water or reverse-osmosis concentrate of at least five hundred (500) gpm. Lower the RTS to at least one hundred (100) feet below the base of casing and eject the tracer remaining in the RTS tool.
- F. Perform a final gamma ray log of the complete well to confirm that tracer has been displaced from the well casing and has not migrated above the confining interval.
- G. Perform final Geiger survey of site. Site radiation survey shall be submitted to the CONSULTANT at the completion of the RTS.
- H. Assess testing results in the file with regulatory representative and make a determination of the results prior to demobilization of testing equipment.
- I. All logs shall be clearly labeled with all pertinent information regarding the well, location, depths, scales, etc. Provide the CONSULTANT three (3) field copies at the time of logging and twelve (12) report quality copies and one (1) reproducible original within five (5) days of logging.

**END OF SECTION**

**PRESSURE TEST**

**PART 1 - GENERAL**

MIT. AT THE JEA WTP

#### 1.01 WORK INCLUDED

- A. This section covers the work necessary to perform the annular pressure testing of deep injection well IW-1.
- B. Pressure testing must begin during daylight hours Monday through Thursday. The CONSULTANT must be notified at least seventy two (72) hours prior to the pressure test.

#### PART 2 - PRODUCTS

##### 2.01 PUMPING EQUIPMENT

- A. Furnish pumping equipment of sufficient size and capacity to pressurize the annulus to a minimum pressure of one hundred fifty (150) psi. The pressure may be reduced to one hundred twenty (120) psi at the discretion of the CITY or CONSULTANT.
- B. The CONTRACTOR's pumping equipment shall be approved by the CONSULTANT prior to its use.

##### 2.02 PRESSURE TEST SETUP

- A. CONTRACTOR shall furnish a calibrated pressure gauge for pressure test. Furnish calibration data for pressure gauge one (1) week prior to test; gauge shall have been calibrated within the previous six (6) months. A permanent identifying number shall be visible on the pressure gauge and correspond to the calibration certificate. The gauge supplied shall have a calibrated range from zero (0.0) to two hundred (200) psi in one (1) psi increments with an accuracy of plus or minus one half (0.50) percent. The CONTRACTOR's pressure gauge shall be approved by the CONSULTANT prior to its use.

#### PART 3 - EXECUTION

##### 3.03 PRESSURE TEST

- A. Install wellhead, pressure gauge, and pumping equipment such that no surface leaks exist and such that pressure gauge can be monitored by the CONSULTANT and regulatory representative for a one (1) hour pressure test.
- B. Completely fill well annulus and all equipment lines with water and pressurize the annulus to one hundred fifty (150) psi. The annulus shall be tested for at least sixty (60) minutes with no greater than plus or minus five (5.0) percent pressure gain or loss. If one hundred fifty (150) psi pressure can not be maintained the following shall be done:
  - 1. If the pressure decrease is due to a surface leak in the equipment installed by the CONTRACTOR, the CONTRACTOR shall repair the leak at his own expense and rerun the pressure test at no cost to the CITY.
- C. At the end of the one (1) hour pressure test, bleed the pressure from the casing until the pressure gauge reads zero (0.0) psi. Water bled from the casing shall be measured in five (5) gallon buckets.

- D. Reassemble wellhead as necessary and provide and install new gaskets to replace all gaskets that were removed during wellhead disassembly.

#### END OF SECTION

### GEOPHYSICAL LOGGING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. This section covers the work, materials, and equipment necessary for geophysical logging of the wells and borehole, complete.

#### PART 2 - PRODUCTS

##### 2.01 GENERAL

- A. CONTRACTOR will provide continuous-recording geophysical logging equipment capable of running the following logs on IW-1:
  1. Temperature.
  2. Radioactive tracer survey.
  3. Video survey (with rotating head) as provided by a commercial logging service such as Wellex, Schlumberger, or equal.
  4. Casing Collar Locator (CCL).

#### PART 3 - EXECUTION

##### 3.01 GENERAL

- A. Geophysical logs are to be run on the most sensitive scale available that is consistent with a minimum of off-scale deflection. The use of logging equipment that does not operate at sufficiently sensitive scales will not be approved by the CONSULTANT.
- B. All logs shall be clearly labeled with all pertinent information regarding the well, location, depths, scales, etc. Repeat sections shall be run to verify logging tool performance on all logs. Provide three (3) field copies at the time of logging and twelve (12) report quality copies and one reproducible original within five (5) days of logging.
- C. Video surveys of the borehole shall be recorded on digital video disc (DVD). The video quality must be acceptable to the CONSULTANT. Flushing with potable water may be necessary to obtain a clear video. CONTRACTOR shall furnish the CITY with the master DVD of all runs and twelve (12) copies of the video survey of the completed injection well.

MIT AT THE JEA WTP

**END OF SECTION**

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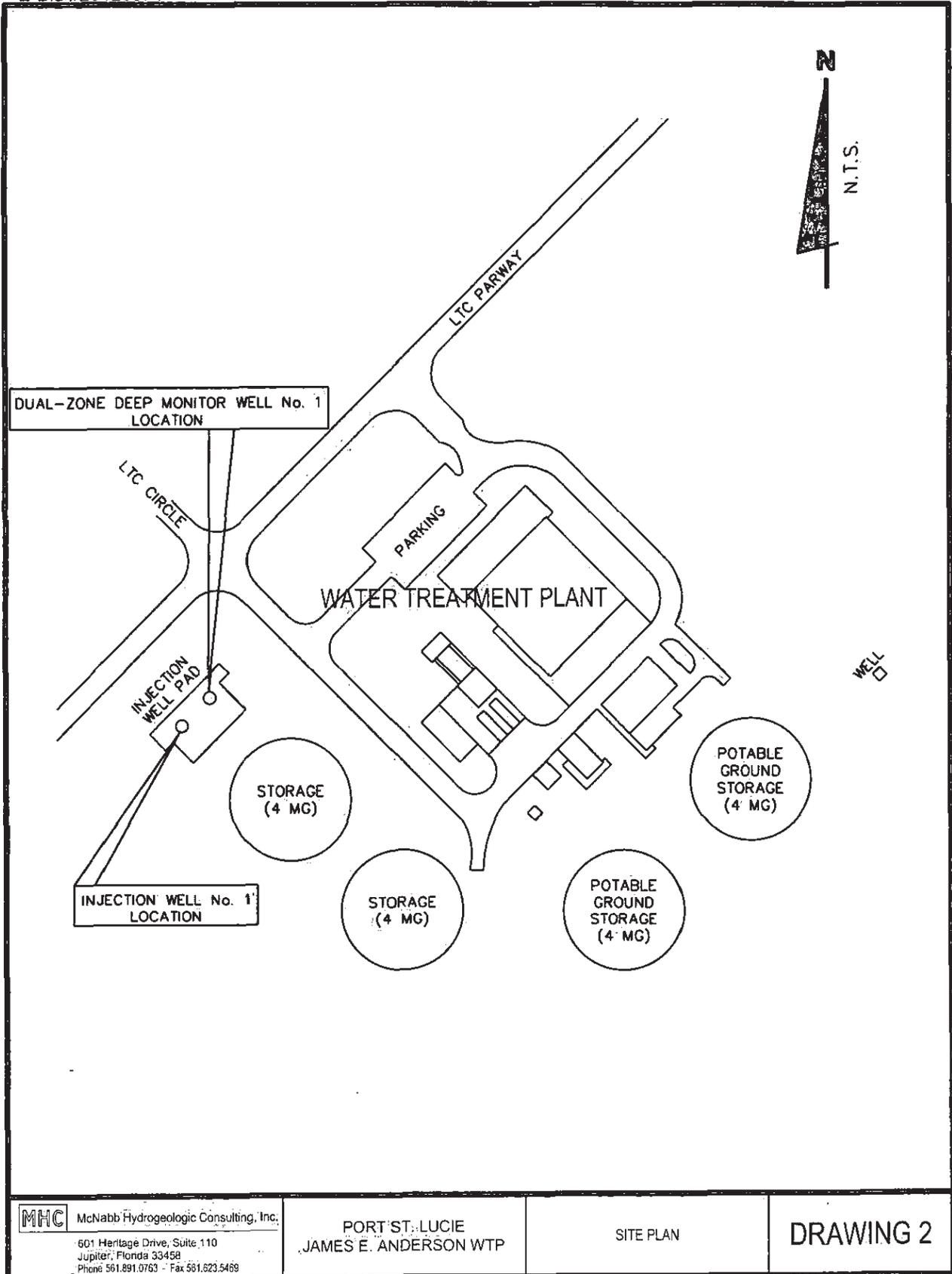
**MHC** McNabb Hydrogeologic Consulting, Inc.  
201 Heritage Drive, Suite 110  
Jupiter, Florida 33458  
Phone 561.891.0703 - Fax 561.823.5489

PORT-ST. LUCIE  
JAMES E. ANDERSON WTP

SITE LOCATION MAP

DRAWING 1

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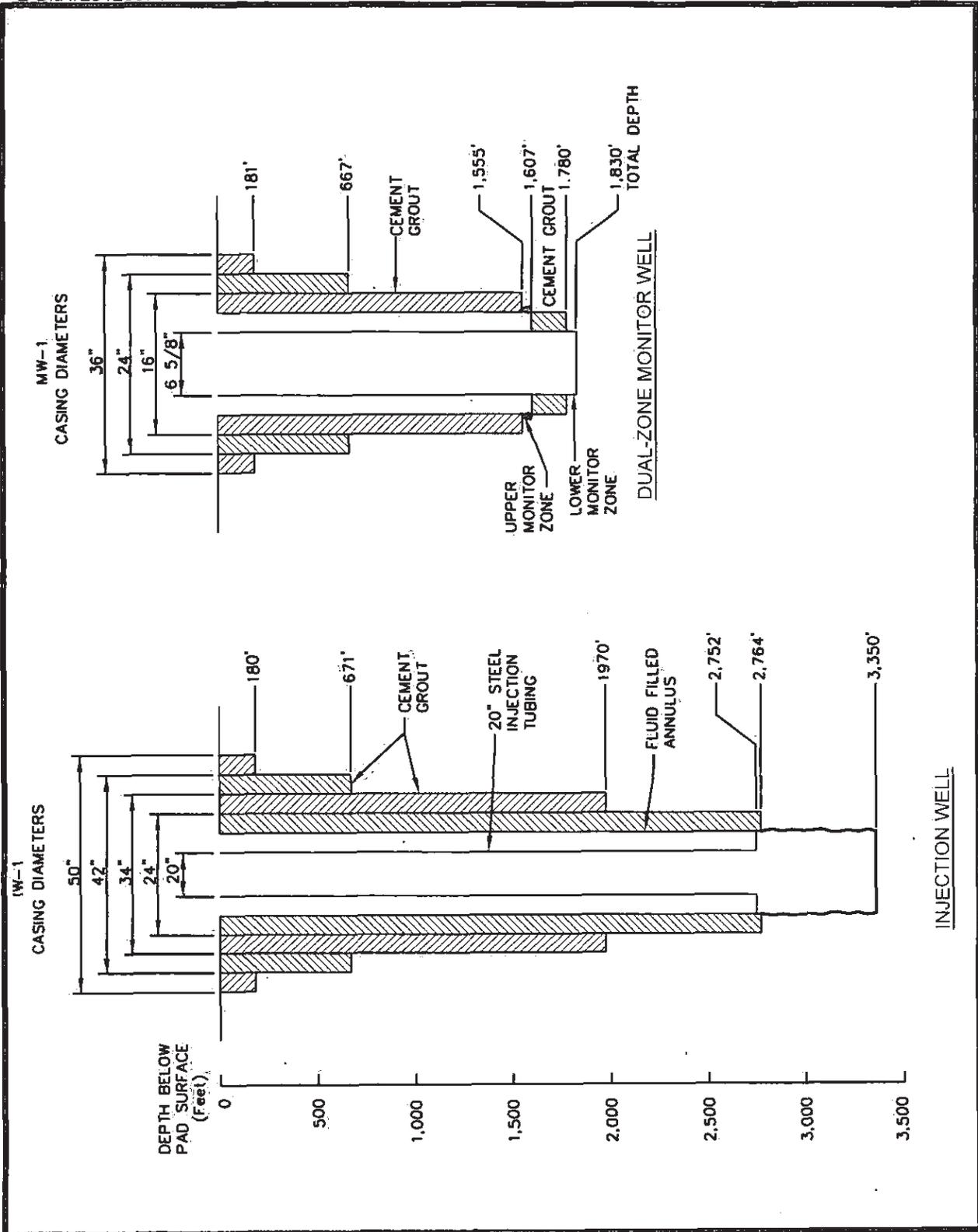
**MHC** McNabb Hydrogeologic Consulting, Inc.  
601 Heritage Drive, Suite 110  
Jupiter, Florida 33458  
Phone 561.891.0763 - Fax 561.623.5469

PORT ST. LUCIE  
JAMES E. ANDERSON WTP

SITE PLAN

DRAWING 2

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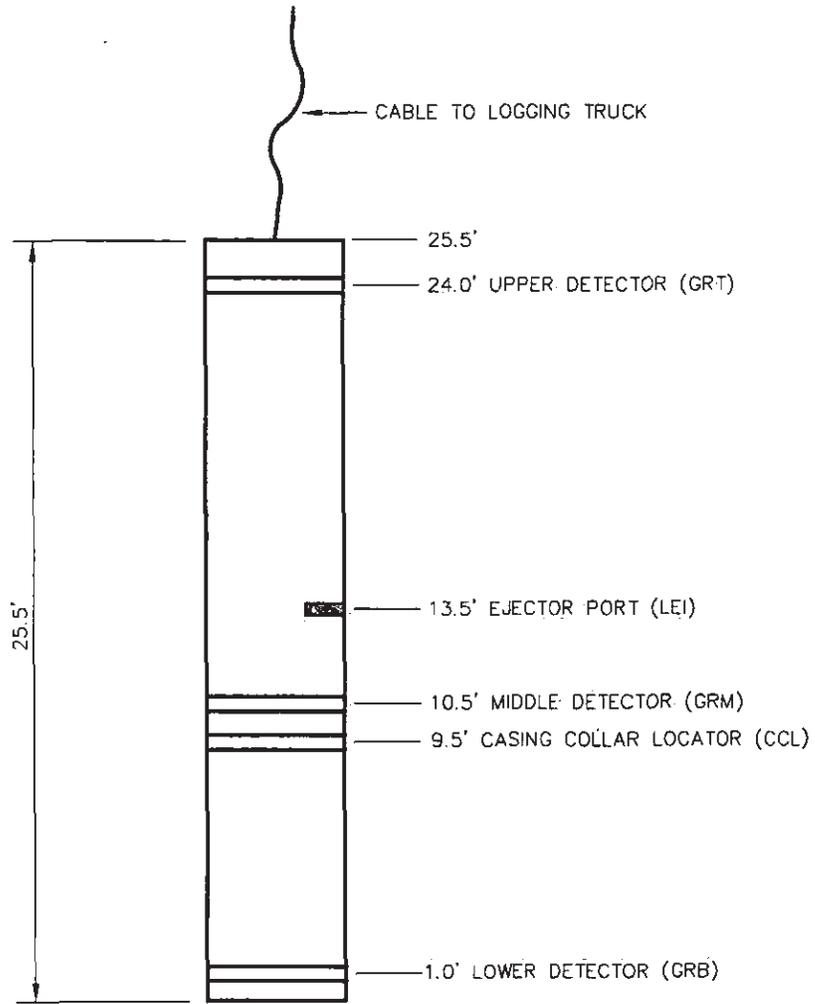
**MHC** McNabb Hydrogeologic Consulting, Inc.  
601 Heritage Drive, Suite 110  
Jupiter, Florida 33458  
Phone 561.691.0763 Fax 561.623.5469

PORT ST. LUCIE  
JAMES E. ANDERSON WTP

INJECTION WELL AND MONITOR  
WELL

**DRAWING 3**

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McNabb Hydrogeologic Consulting, Inc.

601 Heritage Drive, Suite 110  
Jupiter, Florida 33459  
Phone 561.891.0763 Fax 561.623.5469

PORT ST. LUCIE  
JAMES E. ANDERSON WTP

RADIOACTIVE TRACER  
TOOL

DRAWING 4

**E-BID REPLY EXCEL SPREADSHEET**

**E-BID #20120074**

**CITY OF PORT ST. LUCIE**

**James E. Anderson R.O. Water Treatment Plant**

**Deep Injection Well IW-1 MIT**

Company Name: \_\_\_\_\_

			Estimated		Total
No.	Item	Unit	Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization, Site Preparation, Cleanup	Lump Sum	1	\$0.00	\$0.00
2	Perform Annular Pressure Test	Lump Sum	1	\$0.00	\$0.00
3	Perform Temperature Log	Lump Sum	1	\$0.00	\$0.00
4	Perform Video Survey	Lump Sum	1	\$0.00	\$0.00
5	Perform RTS	Lump Sum	1	\$0.00	\$0.00
				GRAND TOTAL	\$0.00