

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

COUNCIL ITEM 13A
DATE 12/3/12

Meeting Date: December 3rd, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: Electronic Bid (E-Bid) #20120092 - "Production Well Testing and Rehabilitation"

Recommended Action:

Approval to award a Unit Price Contract with Florida Design Drilling Corp. for the price submitted on their E-Bid reply dated **10/31/2012** sheet in the amount of \$188,010.90 for Well F11 and \$192,465.90 for Well F6, totaling \$380,476.80, #20120092, for services to include but not limited to: The rehabilitation of Well F11 and F6 with a Florida licensed Contractor that will provide the best value to the City. Contract period is tentatively set for December 3rd, 2012 and will last for 180 days ending May 6th, 2013.

Exhibits: Department memo attached yes [] no

Copies of the Department Solicitation, Department Review Memos, Bid Documents w/ Specifications, Invitation to Bid, All Addenda, Bid / Pre-Bid Attendance Sheets, Pre-Bid CD, Bid Tabulation, Bid Tabulation Report, and Responses from Bidders.

NOTE: Offers from vendors listed herein are the only offers received timely on the October 31st, 2012 bid opening date. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information:

Sealed E-Bid #20120092 for Production Well Testing and Rehabilitation was received by the Office of Management and Budget on October 31st at 3:00:00 p.m. Five bidders responded to the advertisement and an award is recommended by the Utility Department to Florida Design Drilling. Floridan aquifer Wells F11 and F6 have an increase in chloride concentration, which in turn increases feed pressure at the Prineville RO Water Treatment Plants when the wells are in operation. The well rehabilitations are required to improve water quality and reduce feed pressure.

The need for the above is:

Purchase () is (X) is not a replacement

Purchase () was budgeted (X) was not budgeted.
(Funds are available due to savings and will be addressed in the next budget amendment)

Expenditure: Well F11 \$188,010.90; Well F6 \$192,465.90, totaling \$380,476.80

Department requests expenditure from the following:

Fund	438	Water and Sewer
Cost Center	3310	Water-Plant Operation
	3312	LTC Water Treatment Facility
Object Code	563000	Improvements O/T Building
Project		City Manager's Office

RECEIVED

NOV 26 2012

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests 0 minutes to make a presentation.

Submitted by: Jesus Merejo
Title: Utilities Director

Date Submitted: November 26, 2012

INTEROFFICE MEMORANDUM

To: David K. Pollard, Budget Director
From: Jesus A. Merejo, Utility Director *JM*
SUBJECT: Floridan wells F6 and F11 rehabilitation bid award
DATE: November 6, 2012



Floridan Aquifer Wells F6 and F11 have had an increase in chloride concentration, which increases feed pressures at the Prineville RO Water Treatment Plants when the wells are in operation. Well rehabilitations are required to improve water quality.

OMB received five E-bid responses from well drilling contractors required to perform the work. Utility staff recommends the award to the low bidder, Florida Design Drilling Corporation, in the amount of \$384,320.00.

The time frame of this project is 180 days from notice to proceed, and funding is available in accounts 438-3312-56300 and 438-3310-56300.

Your assistance in forwarding this item for the City Council's consideration will be appreciated.

PV/

Copy: Brad Macek, Assistant Utility Director
Jeanette Thompson, Budget Manager
Pierre Vignier, Plant Superintendent
Matt Haluck, Contract Specialist

20120092

SOLICITATION REQUEST

Department: Utilities Department Technical Specialist: Pierre Vignier Extension: 5421
5434

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Floridan production well band II testing and rehabilitation

Technical Specifications Attached: [] Yes [] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, no logos, no merge cells, no empty rows, no color or shading
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department NA
Estimated time frame for completion of project after award 180 days
Replacement: [] Yes [] No Budgeted Amount: 260,000.00 Any grant funds being used NA
Liquidated damages amount; _____ Advertisement to Master List NA
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
438	438 3312	563000	00000	
438	438 3310	563000	00000	

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	Fax Number	Contact Person
(Amps) Aquifer maint. and performance INC.	7146 Haverhill Rd West Palm Beach, FL 33407	561-494-2944	James Morry
Diversified Drilling Corp.	1031 Crown Park Circle Winter Garden FL 34787	407-654-7049	Keith Myers

Reason for purchase or service:
To reduce the higher than normal saline water intrusion so that the RO Water treatment Plant can operate at a lower feed pressure, which will result in an electrical cost savings.

If digging or trenching is required what is the depth? NA
If work is in water, what is the depth? NA Is the water navigable? NA
If this is a building, how many stories? NA



Department Head Approval



8-3-12

Date

MEMORANDUM

DATE: 15 August 2012

TO: City Attorney
Finance Director
Risk Manager
Utilities



FROM: Matt Haluck
Contract Specialist

SUBJECT: Production Well Testing and Rehabilitation

Date Needed by: ASAP

The attached for your review is the "draft" contract that has been prepared for the Upgrade of the City's Phone System. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

UTILITIES DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved: (With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes)

(Pending Changes Listed) (Date) 8/23/2012

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.
OMB Confirmation: _____

(Date)

MEMORANDUM

DATE: 15 August 2012

TO: City Attorney
Finance Director
Risk Manager
Utilities



FROM: Matt Haluck
Contract Specialist

SUBJECT: Production Well Testing and Rehabilitation

Date Needed by: ASAP

The attached for your review is the "draft" contract that has been prepared for the Upgrade of the City's Phone System. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

UTILITIES DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ without Changes _____)

(Pending Changes Listed) (Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes SB without Changes _____)

Engineer on this project? Make sure 287 about prohibition of Contingency fee IS included 9/12/12
(Pending Changes Listed) (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved: (With Changes _____ without Changes _____)

(Pending Changes Listed) (Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ without Changes _____)

(Pending Changes Listed) (Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: _____ (Date)

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

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2010)

to change to 2011 statute

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

1.17 Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products 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 Bidder from other remedies.

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

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

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

a drug free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.22 Material Safety Data Sheets – The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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

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

1.25 Permits – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Copies of all permit applications shall be submitted to the Engineer no less than three (3) days prior to the start of work. The contractor shall be responsible for obtaining permits from the St. Lucie County Health department to modify the well, as determined by the Engineer during testing. The permit must be maintained on site at all times, and shall be available for inspection at the construction site during construction activities. The contractor will also be responsible for obtaining permit time extensions, if work extends beyond the valid permit duration.

The Contractor shall be responsible for obtaining any additional federal, state, or local permits required for testing or rehabilitating the well or discharging water from the site. If a generic discharge permit is required by the FDEP, the Contractor shall be responsible for obtaining the permit and for the compliance of all permit conditions.

The Contractor shall not perform any work on the well until appropriate permits are obtained.

The Contractor shall furnish separate copies of all permit applications to the Engineer for review, and shall deliver a copy of each permit to the Engineer by certified mail within 2 days of receipt.

The Contractor is responsible for *obtaining all permits and paying for* all permit fees.

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

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 1 Year; said period to commence upon the date products are installed or accepted by the City, whichever last occurs.

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

*the
Bidders' Expense*

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

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

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

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

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

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

2.9 Standard Production Items - Not applicable to this bid.

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

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference – A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at _____ on _____. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

3.2 Premises – The general well locations for wells F11 and F6 are shown in Attachment A. Well F11 is located approximately 1,300 feet southeast of the intersection of Northwest (NW) Coventry Circle and North (N) Torino Parkway in the City of Port St. Lucie, Florida, as shown in Figure 02523-B. Well F6 is located approximately 125 feet southeast of the intersection of SW Hutchins Street and SW Twigg Avenue in the City of Port St. Lucie, Florida, as shown in Figure 02523-C.

Any site investigations, explorations, tests, studies that the Bidder deems necessary for submission of a Bid will require approval of the City before they can be conducted with Bidder restoring the site to its former condition upon completion of such explorations, investigations, tests, and studies. Failure to conduct site explorations shall not be cause for additional compensation.

3.3 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

3.4 Scope of Work to be Performed - The Work to be performed under this Section includes the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to test and rehabilitate production well F11 as summarized below. This work is being undertaken to identify the source of higher salinity groundwater being pumped from well F11.

The Work to be performed under this Section may also include the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to test and rehabilitate production well F6 as summarized below. This work is being undertaken to identify the source of higher salinity groundwater being pumped from well F6.

?? Are we not sure about this well?

The tasks needed to confirm the source of saline water intrusion into the well and to take action to reduce saline water intrusion shall include, in summary:

- i. Obtaining all permits required to modify the well and to discharge brackish water to a surface water feature.

Production Well Testing and Rehabilitation

- ii. Gaining access to the pump and well by removing the fence surrounding the well house as required and the access hatch above the well.
- iii. Setting a discharge pipe from the well to the adjacent drainage ditch or other discharge point.
- iv. Killing artesian flow in the production well prior to pump removal and restoring flow prior to logging, testing, and sampling.
- v. Removing and installing the production pump.
- vi. Tending of the pump or well during dynamic (flowing) video and geophysical logging.
- vii. Completing static and dynamic video logs, static and dynamic flow logs, and other geophysical logs as described herein.
- viii. Conducting packer testing at four (4) intervals between the bottom of the casing and total depth of the well (1350 feet) to identify anomalous water quality and discharge zones.
- ix. Collecting water samples from each tested interval as described herein.
- x. If necessary, back-plugging the well with cement and gravel.
- xi. Acidization of the well if new specific capacity warrants it.
- xii. Disinfecting, testing, and recertifying the well for public supply service.
- xiii. Restore site to original condition

Each well is located in a concrete block pump house, inside a chain-link security fence. Access to the pump in each well will be via a removable roof access hatch. Casing for each well is constructed of 17.4-inch outside diameter PVC, with an inside diameter between 15.08 and 15.35 inches. The average potentiometric head of the open borehole in the Floridian aquifer is expected to be about 10 to 20 feet above land surface at the site, therefore, flowing well conditions are to be expected. There is no potable water available at Well F11. Any potable water required for testing or disinfection must be trucked in to the site.

Well	Casing Length (ft)	Total Depth (ft)	Casing Diameter (in)
F11	857	1,350	17.4
F6	679	1,359	17.4

Testing and rehabilitation of each well shall comply with South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) rules and regulations, and with any other applicable federal, state, and local rules and regulations.

A series of geophysical logs and a video log will be performed on the production well after removal of the permanent pump. The geophysical logs will include caliper, flow (dynamic and static), gamma ray, spontaneous potential, resistivity, acoustic, fluid resistivity, and temperature. The video log will be

responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

6.5 Disqualifications - The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons (not meant to be all inclusive):

- 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. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.
- H. Falsification on any form required by the City.
- I. The submission of a proposal that was not issued by the City.
- J. Failure to maintain insurance requirements throughout the life of the contract.

***** (THIS IS A SAMPLE ONLY - DO NOT EXECUTE) *****

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address*, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

*double check
Sunbiz*

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean _____, at (772) _____, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120092, including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence TBD and terminate TBD unless otherwise extended by written agreement or change order. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

at no additional cost

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis 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

Production Well Testing and Rehabilitation

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 will be assessed against the Contractor at that time.

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 twentieth (20th) 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 Supervisor as required under Section XII of the Contract.

→ Not the bid?

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

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons

Production Well Testing and Rehabilitation

employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

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

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

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 therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified 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 Dollars 00/100 (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

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, willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos 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 provide written notice to the City, of the delay in performing the work. Contractor shall provide such written notice of delay within (two) 2 days of the event that caused the delay. If on the basis of the facts and the terms of this Contract, the delay is properly excusable then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice, the contractor shall discontinue all services in connection with the performance of this contract and cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XIX
LAW AND VENUE**

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

**SECTION XX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance

Production Well Testing and Rehabilitation

with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXIII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name) Print name and title

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

*May want to keep
Notary block together
on same page*

MEMORANDUM

DATE: 15 August 2012
TO: City Attorney
Finance Director
Risk Manager
Utilities
FROM: Matt Haluck
Contract Specialist
SUBJECT: Production Well Testing and Rehabilitation

Date Needed by: ASAP

The attached for your review is the "draft" contract that has been prepared for the Upgrade of the City's Phone System. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

UTILITIES DEPARTMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved: (With Changes without Changes ___)

Denise Lopez _____ *8.17.12*
(Pending Changes Listed) (Date)

Needs Professional liability coverage also

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes ___ without Changes ___)

(Pending Changes Listed) (Date)



OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.
OMB Confirmation: _____

(Date)

MEMORANDUM

RECEIVED
AUG 16 2012
USD ADMINISTRATION

DATE: 15 August 2012
TO: City Attorney
Finance Director
Risk Manager
Utilities
FROM: Matt Haluck
Contract Specialist
SUBJECT: Production Well Testing and Rehabilitation

RECEIVED
AUG 17 2012
Office of Mgmt. & Budget

Date Needed by: ASAP

The attached for your review is the "draft" contract that has been prepared for the Upgrade of the City's Phone System. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

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(With Changes without Changes)

(Pending Changes Listed)

8-17-12

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:

(With Changes without Changes)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved: (With Changes without Changes)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:

(With Changes without Changes)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

3 Confirmation: _____

(Date)

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 Base Bid Total from Schedule "A": \$ _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 28 for Well F6 that represents the best value to the City.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid (Schedule A)

COMPANY NAME:				
Line Number	DESCRIPTION	EST. QTY	UNITS	
<i>Base Bid Well F11 Testing and Rehab</i>				
1	Indemnification of Owner and Engineer	1	LS	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	
3	General Requirements (Permits / Administrative Costs)	1	LS	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	
5	Disconnect / Remove Pump and Column Pipe	1	LS	
6	Geophysical Logging	1	LS	
7	Video Logging	1	LS	
8	Remove and Install Discharge Line	200	FT	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	
10	Packer Test Interval Adjustment	4	EA	
11	Cement Grout - Installed	25	CY	
12	Gravel and Sand - Installed	3	CY	
13	Well Development	20	HRS	
14	Disinfection	1	LS	
15	Site Restoration (Grading and Sod)	1	LS	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	
17	Acidization of Well F11	1	LS	
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29	Base Bid Total			
Estimated Calendar day to Complete Well F11			Days	

COMPANY NAME:				
Line Number	DESCRIPTION	QTY	UNITS	
Base Bid Well F6 Testing and Rehab				
1	Indemnification of Owner and Engineer	1	LS	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	
3	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	
4	Disconnect / Remove Pump and Column Pipe	1	LS	
5	Geophysical Logging	1	LS	
6	Video Logging	1	LS	
7	Remove and Install Discharge Line	500	FT	
8	Inflatable Packer Test with Water Quality Analysis	4	EA	
9	Packer Test Interval Adjustment	4	EA	
10	Cement Grout - Installed	25	CY	
11	Gravel and Sand - Installed	3	CY	
12	Well Development	20	HRS	
13	Disinfection	1	LS	
14	Site Restoration (Grading and Sod)	1	LS	
15	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	
16	Acidization of Well F6	1	LS	
17	General Requirements (Permits / Admin Costs)			
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28	Base Bid Total			
Estimated Calendar Days to Complete Well F6			Days	

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

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

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



"A City for All Ages"

CITY OF PORT ST. LUCIE
SEALED ELECTRONIC BID (E-BID) DOCUMENTS

For:

Production Well Testing and Rehabilitation

Sealed E-Bid # 20120092

Prepared By:

Matt Haluck
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224 / FAX 772-871-7337
mhaluck@cityofpsl.com

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INVITATION TO E-BID

Sealed E-Bid #20120092 for Production Well Testing and Rehabilitation will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:00:00 p.m. on Wednesday, October 24th, 2012. Specifications are attached.

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

A onetime only, non-mandatory, pre-bid conference will be held at the City of Port St. Lucie in the Office of Management and Budget starting at 2:00 p.m. on Thursday, October 18th, 2012. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

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 be able to 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

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

Each Bidder(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.

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

Matt Haluck
Contract Specialist
Office of Management and Budget

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

**SPECIFICATIONS
E-BID #20120092**

Production Well Testing and Rehabilitation

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the rehabilitation of Well F11 as specified herein and detailed in the technical specifications produced by Ardaman and Associates, Inc. This Contract may also include the testing and rehabilitation of Well F6 similar to those tasks to be performed on Well F11. The Work consists of furnishing all labor, equipment, and materials for the testing and rehabilitation of the facilities.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

INTENT

It is the intent of the City to *procure the services* with a Florida licensed Contractor that will, provide the best value to the City for testing and the rehabilitation of Well F11 as specified herein. This Contract **may** also include the testing and rehabilitation of Well F6 similar to those tasks to be performed on Well F11. The City reserves the right to award Well F11 and Well F6 to different contractors, but the intent is to award both to a single contractor. The Work consists of furnishing all labor, equipment, and materials for the testing and rehabilitation of the facilities consisting of, but not limited to the following:

1. Obtaining all permits required to modify the well and to discharge brackish water to a surface water feature.
2. Gaining access to the pump and well by removing the fence surrounding the well house as required and the access hatch above the well.
3. Setting a discharge pipe from the well to the adjacent drainage ditch or other discharge point.
4. Killing artesian flow in the production well prior to pump removal and restoring flow prior to logging, testing, and sampling.
5. Removing and installing the production pump.
6. Tending of the pump or well during dynamic (flowing) video and geophysical logging.
7. Completing static and dynamic video logs, static and dynamic flow logs, and other geophysical logs as described herein.

8. Conducting packer testing at four (4) intervals between the bottom of the casing and total depth of the well (1350 feet) to identify anomalous water quality and discharge zones.
9. Collecting water samples from each tested interval as described herein.
10. If necessary, back-plugging the well with cement and gravel.
11. Acidization of the well if new specific capacity warrants it.
12. Disinfecting, testing, and recertifying the well for public supply service.
13. Restore site to original condition.

The Contract period will be ninety days (90) for each well totaling one hundred and eighty days (180). There is no guarantee as to the amount of services, labor, or supplies that the City may purchase, or use during the term of the Contract.

1. GENERAL REQUIREMENTS

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

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply.

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

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

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply

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

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

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

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Excel Spreadsheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120092 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120092 from Onvia, via phone 800-711-1712 or via internet 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 sheet and save. The form will automatically total the unit prices, and complete company information on E-Bid Reply Excel Spreadsheet #20120092.

NOTE: The E-Bid Reply Sheet #20120092 uploaded on Demandstar and the dollar amount listed on the Demandstar web page will be resolved in favor of the E-Bid sheet that is uploaded at time of submittal.

- C. Electronically sign the E-Bid Reply Sheet #20120092 where indicated.
- D. Upload in one file and submit the E-Bid Reply Excel Spreadsheet #20120092, Florida State Contractors License, Bid Bond in the amount of five percent (5%) of the bid total made payable to the City of Port St. Lucie, Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, and the checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Excel Spreadsheet #20120092. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

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

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.9.5 Bid Security Bond - All Contractors 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". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond must be received within three (3) business days after the opening or the bid may not be considered.

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

1.10 Shipping Terms – Bidders shall quote F.O.B. Destination.

1.11 Payment Terms – An Engineers' review of draft payment requests facilitates payment approval by correcting oversights and discrepancies. A draft of each payment request shall be submitted to the Engineer at least seven (7) days prior to submittal of the payment request.

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.

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

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

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

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

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

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2011)

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

1.17 Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products 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 Bidder from other remedies.

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

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

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

a drug free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.22 Material Safety Data Sheets – The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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

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

1.25 Permits – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Copies of all permit applications shall be submitted to the Engineer no less than three (3) days prior to the start of work. The contractor shall be responsible for obtaining permits from the St. Lucie County Health department to modify the well, as determined by the Engineer during testing. The permit must be maintained on site at all times, and shall be available for inspection at the construction site during construction activities. The contractor will also be responsible for obtaining permit time extensions, if work extends beyond the valid permit duration.

The Contractor shall be responsible for obtaining any additional federal, state, or local permits required for testing or rehabilitating the well or discharging water from the site. If a generic discharge permit is required by the FDEP, the Contractor shall be responsible for obtaining the permit and for the compliance of all permit conditions.

The Contractor shall not perform any work on the well until appropriate permits are obtained.

The Contractor shall furnish separate copies of all permit applications to the Engineer for review, and shall deliver a copy of each permit to the Engineer by certified mail within 2 days of receipt.

*****The Contractor is responsible for obtaining all permits and paying for all permit fees***.**

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

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 1 Year; said period to commence upon the date products are installed or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Bidder(s) shall, at the bidders' expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within a reasonable amount of time deemed by the City after receipt of notification from the City of the defect.

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

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

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

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

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

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

2.9 Standard Production Items - Not applicable to this bid.

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

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference – A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at 2:00 p.m. on Thursday, October 18th, 2012. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

3.2 Premises – The general well locations for wells F11 and F6 are shown in Attachment A. Well F11 is located approximately 1,300 feet southeast of the intersection of Northwest (NW) Coventry Circle and North (N) Torino Parkway in the City of Port St. Lucie, Florida, as shown in Figure 02523-B. Well F6 is located approximately 125 feet southeast of the intersection of SW Hutchins Street and SW Twigg Avenue in the City of Port St. Lucie, Florida, as shown in Figure 02523-C.

Any site investigations, explorations, tests, studies that the Bidder deems necessary for submission of a Bid will require approval of the City before they can be conducted with Bidder restoring the site to its former condition upon completion of such explorations, investigations, tests, and studies. Failure to conduct site explorations shall not be cause for additional compensation.

3.3 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

3.4 Scope of Work to be Performed - The Work to be performed under this Section includes the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to test and rehabilitate production well F11 as summarized below. This work is being undertaken to identify the source of higher salinity groundwater being pumped from well F11.

The Work to be performed under this Section may also include the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to test and rehabilitate production well F6 as summarized below. This work is being undertaken to identify the source of higher salinity groundwater being pumped from well F6.

The tasks needed to confirm the source of saline water intrusion into the well and to take action to reduce saline water intrusion shall include, in summary:

- i. Obtaining all permits required to modify the well and to discharge brackish water to a surface water feature.

Production Well Testing and Rehabilitation

- ii. Gaining access to the pump and well by removing the fence surrounding the well house as required and the access hatch above the well.
- iii. Setting a discharge pipe from the well to the adjacent drainage ditch or other discharge point.
- iv. Killing artesian flow in the production well prior to pump removal and restoring flow prior to logging, testing, and sampling.
- v. Removing and installing the production pump.
- vi. Tending of the pump or well during dynamic (flowing) video and geophysical logging.
- vii. Completing static and dynamic video logs, static and dynamic flow logs, and other geophysical logs as described herein.
- viii. Conducting packer testing at four (4) intervals between the bottom of the casing and total depth of the well (1350 feet) to identify anomalous water quality and discharge zones.
- ix. Collecting water samples from each tested interval as described herein.
- x. If necessary, back-plugging the well with cement and gravel.
- xi. Acidization of the well if new specific capacity warrants it.
- xii. Disinfecting, testing, and recertifying the well for public supply service.
- xiii. Restore site to original condition

Each well is located in a concrete block pump house, inside a chain-link security fence. Access to the pump in each well will be via a removable roof access hatch. Casing for each well is constructed of 17.4-inch outside diameter PVC, with an inside diameter between 15.08 and 15.35 inches. The average potentiometric head of the open borehole in the Floridian aquifer is expected to be about 10 to 20 feet above land surface at the site, therefore, flowing well conditions are to be expected. There is no potable water available at Well F11. Any potable water required for testing or disinfection must be trucked in to the site.

Well	Casing Length (ft)	Total Depth (ft)	Casing Diameter (in)
F11	857	1,350	17.4
F6	679	1,359	17.4

Testing and rehabilitation of each well shall comply with South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) rules and regulations, and with any other applicable federal, state, and local rules and regulations.

A series of geophysical logs and a video log will be performed on the production well after removal of the permanent pump. The geophysical logs will include caliper, flow (dynamic and static), gamma ray, spontaneous potential, resistivity, acoustic, fluid resistivity, and temperature. The video log will be

made with a color video camera with 360° directional side viewing capability and be performed while the well is flowing.

The Work includes the furnishing of all labor, materials, equipment and all other facilities and incidentals necessary to disinfect the well and bacteriological clear it after testing and prior to placing the well back in service, as required by FDEP.

Location of all existing utilities will be the Contractor's responsibility. Damage to any utilities shall be repaired at the Contractor's expense.

Water quality testing shall also be performed during the testing of each well. Sampling and testing for water quality parameters will be performed by the Engineer. The Contractor shall coordinate with the Engineer for sampling times and shall provide the necessary access to the well being tested. The Contractor is responsible for all analytical costs associated with the water quality sampling and analysis related to the discharge of drilling and development waters off-site.

At the conclusion of work, or in the event of a hiatus in work, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Water Well Standards A100-06 and ANSI/AWWA C654.

The Contractor shall establish his work sequence based on the use of crews to facilitate testing and rehabilitation within the allotted contract time.

Well F6 is located in a residential area and the contractor must insure that the well site is secure. The well house must be secured when workers are not present on site.

3.4.1 References and Standards - This work entails testing, disinfection, and possible changes to the well. New materials (grout) may be added to the well to back-plug portions of the well that are found to be producing unacceptable quality water. AWWA, ASTM, ANSI, and API standards shall apply as referenced herein. Standards shall include, but are not restricted to the following:

1. AWWA Water Well Standards A100-06.
2. AWWA Standard for Disinfection of Wells, C654-97.
3. ASTM Portland cements Standards, C 150-92.

3.4.2 Qualifications - The Contractor responsible for testing and rehabilitating the well shall be licensed by the SFWMD as a water well contractor employing only competent workmen for the execution of this Work, and all such Work shall be performed under the direct supervision of an experienced well driller satisfactory to the City and Engineer.

The Contractor shall furnish satisfactory evidence upon request that all materials to be furnished in performing the specified Work are new and all equipment to be used is in good working order.

The Contractor shall complete the Work described in this Section in accordance with (a) the American Water Works Association Standard for Water Wells (AWWA A100-06), (b) applicable portions of the Rules of the SFWMD, Chapter 40E-3, F.A.C., and (c) applicable portions of the Rules of the FDEP, Chapter 62-555, and 62-532 F.A.C

3.4.3 Project Records - Before proceeding with the testing and rehabilitation of the well, a report listing the source and description of the materials to be used shall be submitted to the Engineer. During testing and rehabilitation of the well, the Contractor shall maintain at the work site a complete log setting forth the following:

1. An up-to-date copy of the Contractors daily work log. The daily log shall include a record of the name and affiliation of all workers and managers who are present on site and the names, affiliations, and periods of visitation for all visitors to the site. Site visits by representatives of the City or regulatory authority shall be noted.
2. Copies of all issued permits and pending permit applications.
3. Current and accurate copies of Materials Data Safety Sheets for all materials used in executing the work or stored on site.
4. The surveyed reference point for all depth measurements.
5. The depth interval of current work.
6. The depth interval from which each water sample is taken

Water samples will be collected by or at the direction of the Engineer at selected intervals in the Floridian aquifer during testing. Two samples shall be collected from each interval and each sample container shall be clearly and legibly labeled with the following information:

1. Sample identification that includes well ID and depth interval (such as, "*F11, depth 1200 – 1350 ft*").
2. Analyses intended for the sample container.
3. Sequence number (as in "*F11, 1200 – 1350 ft, 1 of 6*").
4. Person who collected the sample.
5. Date sampled.
6. Time sampled.

A daily report shall be maintained and delivered upon request to the Engineer or his representative at the well site. At a minimum, the report shall give a complete description of number of hours on the job, shutdown time due to breakdown or other cause, the fluid level in the hole measured daily before starting pumps, tasks performed during each 24-hour period, workers present during each 24-hour period, all items specified in Section 1.07 B. and such other pertinent data as requested by the Engineer.

3.4.4 Product Storage and Handling - All parts and equipment removed during execution of the work shall be properly protected so that no damage or deterioration will occur during the time between removal and re-installation.

All equipment and parts must be properly protected against any damage or deterioration during storage.

Column pipe, drive shafts, and appurtenances shall be stored as recommended by the manufacturer and supplier.

Factory assembled parts and components shall not be dismantled unless permission is received in writing from the Engineer.

Finished surfaces of all exposed pump openings shall be protected by wooden blanks, strongly built and securely bolted thereto.

Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

3.4.5 Products

PACKERS

The Contractor shall demonstrate expertise in operation of inflatable packers for isolating well intervals for sampling and testing. If the Contractor does not, in the opinion of the Engineer, demonstrate adequate expertise, the Contractor may employ the services of an approved company recognized as an expert in this form of testing, such as, but not limited to Baker Oil Tools or TAM International.

CEMENT GROUT

Grout shall be Type II (ASTM C150) neat Portland cement and proportioned in accordance with AWWA A100. The grout mixture may contain up to 6 percent (by volume) of bentonite clay and will be subject to testing at the discretion of the Engineer. Grout not meeting the specification shall be rejected. The Contractor shall have an approved method of testing density of grout on site.

Approximately 5.2 gallons of fresh water shall be added to a 94-lb sack of cement yielding a weight of roughly 15.6 lbs/gal for neat cement grout. A maximum of 9.1 gallons of fresh water shall be added to a 94-lb sack of cement with 6 percent bentonite added to yield a weight of approximately 13.5 lbs/gal for cement bentonite grout. Mixes between these two grout mixtures shall comply with manufacturer recommendations and shall yield weights between 13.5 and 15.6 lbs/gal.

WELL COVERS

Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C. At all times during construction of the well, the Contractor shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.

The cover shall be watertight, restrict the positive upward pressure, and stop flowing conditions at the wellhead.

DISINFECTANT

Disinfectant solution shall be at a minimum concentration of 50 mg/L of chlorine or approved disinfectant within the recommended concentration range for the full length of the well.

34.6 Execution

SITE PREPARATION AND RESTORATION

- A Each well is located in a concrete block pump house, inside a chain-link security fence. Access to the well and may be restricted by the fence. The fence may be removed to facilitate access to the well. If so, the fence shall be restored to original condition upon completion of work.
- B Damage to streets, roads, driveways, curbs, sidewalks, landscaping, and turf shall be repaired to original condition by the Contractor.

PUMP REMOVAL

- A The pump shall be disconnected from electrical service by the Contractor. The City shall assist the Contractor with other disconnections within the well house such as the magmeter and pressure transducer.
- B The Contractor shall kill the artesian flow of the well prior to removal of the column pipe and pump. Flow shall be restored prior to logging, testing, and sampling.
- C The Contractor shall remove the motor, shaft, column pipe, and pump, and shall store them at the JEA Water Treatment Plant for Well F11 equipment and at the Prineville Water Treatment Plant for Well F6 equipment.

GEOPHYSICAL AND VIDEO LOGGING

- A A series of geophysical logs and a video log will be performed to identify water quality changes. The geophysical logs will include caliper, static flow, dynamic flow, gamma ray, spontaneous potential, resistivity, acoustic, and temperature.
- B The dynamic flow log shall be performed at an average discharge of 1,900 gallons per minute (gpm) or more. If the well does not naturally flow at this rate, the Contractor shall pump the well during the dynamic flow log to attain the desired discharge.
- C All data from the geophysical logging will be provided to the Engineer in hard copy (paper) log format (six (6) copies), and as digital information in Microsoft Excel 2003 format or in ASCII comma delimited text file (.csv) format. An electronic version of the paper logs shall be provided in portable document file (.pdf) format.
- D The video logs will be made with a color video camera with 360° directional side viewing capability. It will include inspection of the casing and open hole. The well will be allowed to flow during the video log to allow for inspection of highly transmissive zones that may be flowing and to help select zones for packer testing. Four (4) copies of each video log will be provided on DVD in a format compatible with MS Windows Video Viewer. A hydrogeologist

shall be present during all video logging to view the log and to direct closer or repeat inspection of selected intervals of the well bore.

- E. Water discharged during dynamic (flowing) portions of the geophysical and video logging will be controlled by the Contractor to avoid erosion and flooding.
- F. Geophysical logging shall be performed by experienced and well-trained personnel. Those performing logging operations shall have a minimum of 10 years experience. One year experience shall be a year in which the logger has completed geophysical logging of three or more wells. Five (5) years of the required experience shall be waived if the logger is a Florida licensed professional geologist (P.G.) or registered professional engineer (P.E.). Training shall include more than the minimum training offered by manufacturers with the purchase of new logging equipment.

DISCHARGE CONTROL

- A. Discharge pipe shall be laid from the well to the point of discharge. The discharge pipe will be laid only within dedicated public easements or rights-of-way unless Contractor has obtained written permission for use of private property. If a right-of-way utilization permit is required, the Contractor shall obtain the permit in accordance with the permitting authority.
- B. The quality of water discharged from the production well and allowed to flow to the surface water discharge points shall be monitored by the Contractor. Both dissolved oxygen and salinity may cause harm. The Contractor shall be responsible for maintaining conditions at the point of discharge within acceptable limits of the FDEP.
- C. Dissolved oxygen concentrations shall be maintained by the Contractor at a minimum of 5 mg/L at the points of discharge. This shall be achieved by injecting compressed air in the discharge line a minimum of 50 feet upstream of the end of the discharge pipe. Alternate methods of aeration may be approved by the Engineer, if the ultimate goal of dissolved oxygen concentration can be achieved.
- D. Testing is not anticipated to yield turbid water; nonetheless, turbid water may be generated by other on-site activities. The Contractor shall limit turbidity to a maximum of 25 NTU at the point of discharge.
- E. Dissolved oxygen, salinity, and turbidity concentrations shall be monitored using calibrated equipment. The Contractor shall monitor and record dissolved oxygen, salinity, and turbidity once per hour during discharge.

STRADDLE PACKER TESTS

- A. After the completion of the geophysical and video logging of each well the Contractor shall conduct up to four inflatable straddle packer tests.
- B. Packer testing of each interval shall consist of:
 - 1. Purging the packed interval of at least one volume. Purging shall continue until stable water quality conditions are recorded for three consecutive samples taken at 10 minute intervals.

2. Conducting a constant rate discharge test of the packed interval at a discharge of at least 100 gpm for a period of at least 4 hours.
 3. Conducting a recovery test of the packed interval until recovery of the water level to static conditions or for a maximum period of 4 hours.
 4. Collecting water quality samples near the end of the test as directed by the Engineer.
 5. Recording packer element pressure at intervals of no less than 10 minutes throughout pumping and recovery portions of the test.
- C. To conduct the packer tests, the Contractor shall employ the services of an approved company recognized as an expert in this form of testing, such as, but not limited to Baker Oil Tools or TAM International. The Contractor may use his own equipment, provided it is capable of performing as required, and providing he can demonstrate experience in this type of deep well drill-stem testing. The Contractor shall furnish proof of experience and of the capability of the equipment to the Engineer prior to performing any work.
- D. The packer assembly shall be pressure tested prior to emplacement in the open hole section of each well.
- E. The open-hole packer tests shall be conducted such that hydrologic properties of the formation can be determined and a representative water sample can be collected for analysis. The Engineer will select the depth intervals to be tested based on an analysis of the geophysical and video logs, the lithologic logs of the well, and other available site-specific and regional data.
- F. For all packer tests, at least the uppermost 270 feet of work pipe shall consist of drill pipe with a 6-inch inside diameter to facilitate the installation of a 4-inch diameter submersible electric pump which shall be set at a depth approximately 250 feet below flange level. The discharge pipe shall be equipped with a gate valve and the pump and valve shall be capable of discharging and regulating flow at specified rates between 1 to 100 gpm.
- G. The Contractor shall furnish and install in the pipeline within 30 feet of the well to be pumped, a calibrated flow meter capable of recording instantaneous flow rates and of totalizing flow. The flow meter shall have an accuracy of plus or minus 2 percent at the tested rate. The flow meter shall be sufficiently removed from valves, elbows and reductions and obstructions in the pipeline to allow the meter to perform within specifications. The flow meter shall have been calibrated no more than 6 months before the notice to proceed, and proof of calibration shall be submitted to the Engineer before installation of the flow meter.
- H. All surfaces of the drill pipe, casings, and other fittings used for the packer tests shall be free of rust, scale and other materials that could be dislodged and interfere with the results of a test. Should a test fail because of the presence of any of these materials in the tools or pipe, the Contractor shall not be reimbursed for the test and the test shall be conducted again at the Contractor's expense.
- I. The packer element may be inflated using either gas or water, but shall be designed and installed in accordance with the manufacturer's instructions for operation using the chosen inflation

medium. Documentation of the manufacturer's design and operation of the packer assembly using the selected inflation medium shall be submitted to the Engineer for review.

- J. The assembled packer shall be field tested in a section of steel pipe of appropriate diameter at the well site prior to insertion into the well.
- K. If accidental shutdown or an unauthorized variation in the pumping rate occurs prior to the specified end of the test, and if in the Engineer's opinion the failure has invalidated the data collected during the test, the Contractor shall make any necessary repairs and re-start the test from the beginning. No payment will be made for pumping time prior to any accidental shutdown or gauge variation if the test results are invalid.
- L. After successfully setting and inflating the packer, and before conducting the 4-hour constant rate discharge and 4-hour recovery tests for each test interval, the Contractor shall purge the packed interval and open hole zone so that the water quality characteristics of each are representative. The Contractor shall allow water levels in the work pipe and in the open hole above the packer to return to static conditions prior to initiation of the constant rate discharge test. For the purpose of this work, "return to static conditions" shall mean that trend corrected head shall be within 0.1 feet of the condition prior to initiation of purging or testing. The Contractor shall provide access for water-level measurements using an M-scope, tape, or electronic probe/transducer to the work pipe and the open hole above the packer.
- M. Just prior to the completion of each test, the Contractor shall provide two (2) water sample kits. The kits shall consist of preserved sample containers from a state-certified laboratory for collection of a water sample from the pumped discharge and from the open-hole portion of the well. Each kit will be accompanied by a completed chain-of-custody form prepared by the laboratory and updated as appropriate by the Contractor. No kit shall be accepted for use if the chain-of-custody documents are incomplete. Each kit will have appropriate containers for the following analyses:
 - 1) Specific conductance
 - 2) Total dissolved solids
 - 3) pH
 - 4) Calcium
 - 5) Magnesium
 - 6) Sodium
 - 7) Potassium
 - 8) Chloride
 - 9) Sulfate
 - 10) Bicarbonate alkalinity
 - 11) Total alkalinity
- N. The Contractor shall be responsible for providing all pumps, generators, prime movers, pipeline, meters and gauges necessary for the four packer pumping tests, and eight sets of water-quality analyses, in the unit price of each inflatable packer test. The Contractor should allow for a minimum of 2 hours of pre-test purging (and purging of a minimum of 2 packed-interval volumes) prior to each constant-rate packer pumping test.

WELL BACK-PLUGGING

- A. If a source of saline water intrusion is identified during testing, the City may elect to exclude that portion of the well from production by plugging the well from the bottom to a depth sufficient to prevent saline water intrusion.
- B. The depth of plugging will be determined by the Engineer after an appropriate review of the data, including results of laboratory analyses. Allowing for receipt of laboratory results, the time between completion of packer testing and communication of notice to proceed with additional work will be three (3) weeks. The Contractor should account for the hiatus in his bid.
- C. If so directed, the Contractor shall plug portions of the well by injection of neat Portland cement in accordance with standards and procedures specified in the Rules of the SFWMD, Chapter 40E-3, F.A.C.
- D. Certain portions of the borehole to be abandoned may be fractured or cavernous, and may require installation of gravel with a sand cap to fill in such voids prior to continuing with stages of grout. The gravel and sand shall be installed via the tremie pipe method.

GROUTING

- A. Grouting for back-plugging shall be done in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C.
- B. All grouting shall be performed in the presence of the Engineer and a SFWMD representative.
- C. Before proceeding with placement of the grout, the Contractor shall secure the Engineer's approval of the proposed method of placement. No method will be approved that does not specify the forcing of grout from the bottom of the space to be grouted towards the surface.

WELL DISINFECTION

- A. Following completion of testing and back-plugging, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Standards A100-06 and ANSI/AWWA C654. The well shall also be disinfected at any time when work on the well is stopped and not expected to recommence for a period of greater than 7 days.
- B. A disinfectant solution shall be prepared and applied so that a minimum concentration of 50 mg/L of available chlorine shall be maintained for the entire depth of the well. An alternative approved disinfectant can be prepared within the recommended concentration range and applied to the entire length of the well. The solution shall be allowed to remain in the well for at least 2 hours or at least the minimum holding time for the alternative disinfectant.
- C. A sufficient volume of disinfectant must be applied to the well bore and aquifer to disinfect the well in accordance with the latest revision of Chapter 62-555.315, F.A.C.
- D. After the well has been chlorinated and pumped to waste or allowed to free flow for a minimum of 15 minutes with zero chlorine residual, duplicate analyses shall be taken not less than 30 minutes apart and the samples tested for the presence of coliform in accordance with Standard

Methods for the Examination of Water and Wastewater. Additional samples shall be collected until samples collected on five consecutive days do not show the presence of coliform bacteria. When no coliforms are present for five consecutive days, disinfection shall be considered complete.

- E. Chlorinated water from the well must be impounded or neutralized with sodium bisulfite or sulfur dioxide to reduce the residual to less than 0.02 mg/L prior to discharge to surface waters.

PUMP AND MOTOR INSTALLATION

- A. After completion of testing and back-plugging, the pump, shaft, column pipe, and motor shall be re-installed and certified by the contractor as suitable for service.
- B. Installation shall be in strict accordance with the Manufacturer's instructions and recommendations in the locations shown on the Drawings. The manufacturer's service representative shall hook up the line shaft couplings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the Manufacturer's recommendations. Anchor bolts shall be set in accordance with the Manufacturer's recommendations.
- C. The Contractor shall be responsible for supplying, installing, removal and restoration of temporary discharge piping required in order to dispose of groundwater from the Floridian aquifer during pump removal, testing, rehabilitation, installation, and disinfection. Temporary piping shall be supplied to convey the water from the well to a nearby drainage improvement suitable for discharge in accordance with FDEP Generic Permit for Discharge of Produced Groundwater from any Non-Contaminated Site Activity routed through existing easements and right-of-ways to the point of discharge. Contractor is responsible for contacting FDEP and obtaining permission and/or applicable permits or permit modifications as required for discharge/disposal of groundwater from the Floridian aquifer during pumps testing and development activities.
- D. The contractor shall conduct Functional Tests on the pump after installation, but prior to placing the pump back in service. The testing will include testing complete assemblies for correct rotation, proper alignment and connection, and quiet operation.

WELL DEVELOPMENT, DISINFECTION, AND CLEARANCE

- A. No raw water shall be discharged into the raw water piping system until the well has been redeveloped, disinfected, and cleared for service by the Florida Department of Environmental Protection.
- B. After the permanent well pump has been installed, the well shall be developed with the well pump at a flow rate of no less than 1,750 gpm for a period of up to 20 hours. The turbidity of the raw water shall be monitored by the Contractor during development. Development shall be considered complete when the turbidities are less than 0.5 NTU for at least an hour based upon measurements taken every ten minutes and the turbidities are not decreasing more than twenty percent from the beginning to end of the hour.

Production Well Testing and Rehabilitation

- C. After the well has been successfully redeveloped, the Contractor shall disinfect the well and well pump installation. The Contractor shall introduce sufficient chlorine solution into the well and permanent discharge piping to produce a chlorine residual of 50 mg/l in accordance with AWWA C651 and C654. The Contractor shall submit his procedures for disinfection to the Engineer for review and comment prior to proceeding with disinfection. The chlorine residual shall be measured until it drops to zero, at which time the well shall be pumped to waste for a minimum of 15 minutes and turbidities checked to be less than those specified in 3.10B, the well shall be ready for bacteriological evaluation.
- D. The Contractor shall furnish the necessary labor and equipment to assist the City in obtaining 20 daily bacteriological samples sufficient to recertify the well for service. The samples shall be obtained using the permanent pump and taken after 20 to 30 minutes of pumping. The City shall collect the samples and analyze them in their in-house laboratory. The Contractor will be responsible for collecting and analyzing any necessary generic discharge permit samples during that period. If all necessary samples show the absence of coliform bacteria, the Engineer shall submit the results to FDEP and request clearance of the well for services. After receipt of clearance from the FDEP, the Contractor shall connect the well discharge piping to the raw water mains and proceed with final testing of the well installation.
- E. If the wells fail the initial bacteriological evaluation, the Contractor shall re-disinfect the well in accordance with 3.10C and assist the Owner in obtaining additional bacteriological samples as described in 3.10D, all at no additional cost to the Owner. If the second effort to clear the well fails, the Contractor may request a change order for the additional work required to obtain clearance of the well for service.

ACIDIZATION

- A. Once the borehole is back plugged and redeveloped, if the well has insufficient specific capacity, then the City shall consider acidization of the well.
- B. Acidization shall be performed by the Contractor in order to increase the specific capacity and productivity of the well. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section. All work regarding acidization will be performed in a safe manner ensuring the safety of all workers and protection of the facilities.
- C. Hydrochloric acid (18/20 Baume) shall be used to acidize the well and it shall be an NSF approved product. The acid shall be injected into the formation at specified depths via injection tubing. It is anticipated that two volumes of acid of 2,500 gallons shall be injected on two separate days for a total volume of 5,000 gallons of treatment acid applied.
- D. The Contractor shall monitor pressure buildup within the well during the acidization process and shall have a system in place to relieve the pressure due to dissolution of the carbonate formation and the release of carbon dioxide within the well. The discharge shall be controlled to flow to a tanker truck to prevent release of acidic liquids to the environment.
- E. If required, development water from the well after the acidization shall be neutralized prior to discharge to surface water bodies.

3.5 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.6 Delivery Documentation - The Selected Bidder(s) shall attach a copy of materials utilized in the performance of the work ordered to each invoice. Also, each invoice shall be accompanied by a sworn affidavit stating that all bills are paid and no suits are pending in connection with the work done by the Selected Bidder(s) and that the Selected Bidder(s) agrees to accept the invoice amount as full settlement of his account under the specified purchase order.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - All Contractors 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". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond must be received within three (3) business days after the opening or the bid may not be considered.

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

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

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will then 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, has been executed by the City Manager, and a purchase order or Visa order form has been issued. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

4.4 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the

proposal will be retained or be paid upon demand to the City, not as forfeiture, but rather as liquidated damages for the breach of the Contract. It, being agreed to by each Bidder in advance, that the City will Sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and such damages equal the amount of the bid security or exceed the same. In no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS

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

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage's outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision the Bidder 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.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000.00 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto

Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

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

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Said certificate(s) shall be specifically endorsed to provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120092 for the Port St. Lucie Production Well Testing and Rehabilitation. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, agents and the public - Contract #20120092". Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

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

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

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

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

The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

6. ADDITIONAL INFORMATION

6.1 Brand Names - Not applicable to this bid.

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

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

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Matt Haluck at (772) 871-5224 or mhaluck@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Mr. Matt Haluck is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no

responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

6.5 Disqualifications - The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons (not meant to be all inclusive):

- 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. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.
- H. Falsification on any form required by the City.
- I. The submission of a proposal that was not issued by the City.
- J. Failure to maintain insurance requirements throughout the life of the contract.

***** **(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)** *****

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address*, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean _____, at (772) _____, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120092, including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence TBD and terminate TBD unless otherwise extended by written agreement or change order. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor, at no additional cost, until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis 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

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 will be assessed against the Contractor at that time.

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

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons

employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

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

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

exclusion for Mold, Silica or Repairable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fires 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 #20120092 for Production Well Testing and Rehabilitation shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

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

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

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

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 PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. 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 a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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 failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

SECTION VII 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 VIII WORK CHANGES

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

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give and otherwise comply with, all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any other amendments or change orders thereto to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

SECTION X 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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition. Materials required for this shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced. The City reserves the right to suspend work and have the site cleaned prior to proceeding, at no additional expense to City, if the site is not properly maintained. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and re-graded. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer. Immediately upon disinfection and bacteriological clearing of the well, the Contractor shall remove all of his equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, replace sod removed or destroyed during well testing and rehabilitation, and re-grade the site to conform to the contours of the land which existed before work started. Not more than two weeks will be allowed for this site restoration, and the Contractor shall complete all site restoration work within that time.

SECTION XI NOTICE OF PERFORMANCE

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

SECTION XII DELIVERY DOCUMENTATION

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

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's 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 Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If, the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor

shall, as soon as practical, inform the representative or contact person of the respective parties hereto, of the specific findings of the inspection. The City shall provide the Contractor with the opportunity to correct, remedy or fix within a reasonable time frame but no longer than ten (10) days from the date of being informed of the unfavorable inspection the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

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

**SECTION XV
LICENSING**

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

**SECTION XVI
SAFETY PRECAUTIONS**

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

**SECTION XVII
ASSIGNMENT**

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

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

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XXII of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination, obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the

completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified 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 Dollars 00/100 (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

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, willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos 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 provide written notice to the City, of the delay in performing the work. Contractor shall provide such written notice of delay within (two) 2 days of the event that caused the delay. If on the basis of the facts and the terms of this Contract, the delay is properly excusable then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice, the contractor shall discontinue all services in connection with the performance of this contract and cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

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

**SECTION XXII
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXIII
ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name) Print name and title

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____

(Type of identification)

Identification No.: _____

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

WITNESS my hand and official seal, this _____ day of _____, 20__.

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(Seal)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- Bid Reply Sheet with proper signature.
- Drug Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.24.1.
- Copy of Insurance Certificate in accordance with Section.
- Copy or all required licenses and certification.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Copy of E-bid Bond attached.

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: _____ %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ _____

5.4 Bid Reply Sheet Base Bid Total from Schedule "B". \$ _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

***** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET*****

**Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid
(Schedule A)**

COMPANY NAME:				
Line Number	DESCRIPTION	EST. QTY	UNITS	
	<i>Base Bid Well F11 Testing and Rehab</i>			
1	Indemnification of Owner and Engineer	1	LS	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	
3	General Requirements (Permits / Administrative Costs)	1	LS	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	
5	Disconnect / Remove Pump and Column Pipe	1	LS	
6	Geophysical Logging	1	LS	
7	Video Logging	1	LS	
8	Remove and Install Discharge Line	200	FT	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	
10	Packer Test Interval Adjustment	4	EA	
11	Cement Grout - Installed	25	CY	
12	Gravel and Sand - Installed	3	CY	
13	Well Development	20	HRS	
14	Disinfection	1	LS	
15	Site Restoration (Grading and Sod)	1	LS	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	
17	Acidization of Well F11	1	LS	
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29	Base Bid Total			
Estimated Calendar day to Complete Well F11			Days	

(Schedule B)

COMPANY NAME:				
Line Number	DESCRIPTION	QTY	UNITS	
<i>Base Bid Well F6 Testing and Rehab</i>				
1	Indemnification of Owner and Engineer	1	LS	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	
3	General Requirements (Permits / Administrative Costs)	1	LS	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	
5	Disconnect / Remove Pump and Column Pipe	1	LS	
6	Geophysical Logging	1	LS	
7	Video Logging	1	LS	
8	Remove and Install Discharge Line	500	FT	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	
10	Packer Test Interval Adjustment	4	EA	
11	Cement Grout - Installed	25	CY	
12	Gravel and Sand - Installed	3	CY	
13	Well Development	20	HRS	
14	Disinfection	1	LS	
15	Site Restoration (Grading and Sod)	1	LS	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	
17	Acidization of Well F6	1	LS	
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29	Base Bid Total			
Estimated Calendar Days to Complete Well F6			Days	

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

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

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

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

9. **CERTIFICATION**

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

Signature Date

10. Is Bidder related to any City Employee? _____

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

Signature Title

For OMB Use Only	
Reference Checked	
Clerk Checked	

STATEMENT OF NO E-BID
Production Well Testing and Rehabilitation

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

Bid: # _____

Bid Title: _____

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____

Date: _____

INVITATION TO BID

Scaled Electronic Bid (E-Bid) #20120092 for Production Well Testing and Rehabilitation will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390. Bldg "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on Wednesday, October 24th, 2012. A non-mandatory pre-bid conference will be held starting at 2:00 p.m. on Thursday October 18th, 2012 in Room 390 of the City Hall Complex, Bldg A, 3rd Floor, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL. 34984. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. Bid packages received from any other source are at vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard, Building "A"
Port St. Lucie, Florida 34984-5099

This advertisement is to run on:

Monday, October 1st, 2012 ONLY

This section is for Office of Management & Budget use only.
Advertisement placed by: Matt Haluck
Telephone #: 772-871-5224 Fax # 772-871-7337 mhaluck@cityofpsl.com

(Place and 'x' in the box below for the appropriate newspaper)

Tribune	Date:	Ad
Post	Date:	Ad

Fax to: 600-1450 or
E-mail: stlucielegals@scripps.com

Foreign Account Number : 11515278

Ad # : 2442222

Ad Net Cost : \$42.49

Name (Primary) : CITY OF PORT ST. LUCIE

Company (Primary) : CITY OF PORT ST. LUCIE

Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD

City (Primary) : PORT ST LUCIE

State (Primary) : FL

ZIP (Primary) : 34984

Phone (Primary) : (772) 344-4390

Class Code : 9418SC - Request for Bid

Start Date : 10/1/2012

Stop Date : 10/1/2012

Prepayment Amount : \$0.00

Ad Sales Rep. : 150 - Gertruida Zacharopoulos

Width : 1

Depth : 55

INVITATION TO BID

Sealed Electronic Bid
(E-Bid) #20120092
for Production Well
Testing and
Rehabilitation will be
received by the City
of Port St. Lucie, in
the Office of
Management &
Budget, 3rd Floor,
Suite 390, Bldg "A"
of the Municipal
Complex located at
121 SW Port St.
Lucie Blvd., Port St.
Lucie, FL 34984-5099,
until 3:00:00 p.m. on
Wednesday, October
24th, 2012. A non-
mandatory pre-bid
conference will be
held starting at 2:00
p.m. on Thursday
October 18th, 2012 in
Room 390 of the City
Hall Complex, Bldg
A, 3rd Floor, 121 SW
Port St. Lucie Blvd.,
Port St. Lucie, FL.
34984. Specifications
may be obtained
from DemandStar by
Onvia, telephone
(800) 711-1712, or
from the Office of
Management and
Budget. Bid
packages received
from any other
source are at
vendor's risk.

Publish: October 1,
2012
2442222

AGENDA

Pre-Bid Conference
E-Bid # 20120092
NAME: Matt Haluck
DATE: October 18th, 2012

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** E-Bid opening date remains October 24th @ 3:00:00 pm EST.

All bids shall be submitted electronically; no hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned, uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be declared non-responsive.
 - Refer to item 1.9 on Page 7 of 47 of the specifications for the e-bid submittal requirements / procedures.
 - Last date for questions is Monday, October 22nd, 2012 (12 pm). All questions must be submitted in writing to Matt Haluck at mhaluck@cityofpsl.com.
5. An Addendum will be issued after this meeting with all the questions and comments listed. Please remember to acknowledge all addenda on the E-Bid reply sheet, failure to do so will result in a non-responsive bid.
6. Turn over to: Pierre, with the Utility Department.
7. Additional questions from Prospective Bidders.

PRE-BID ATTENDANCE
 SEALED BID-20120092-MH
 PRODUCTION WELL TESTING AND REHABILITATION
 WEDNESDAY OCTOBER 18TH, 2012 2:00PM

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	MATT HALUCK	CITY OF PDL - CAMB.	MHALUCK@CITYOFPS.COM	T 772-871-5224 F 772-871-7534
2.	Pierre Vignier	City of PSL USD.	PVignier@CityofPSL.com	T 772-871-5434 F 772-871-6985
3.	TROY RAMSEY	ACI SOLUTIONS	WWW.ACISOLUTIONS.COM	T 813-985-1132 F 813-985-6636
4.	CHARLIE DIETHL	DIVERSIFIED DRILLING	CDIETHL@WELLWATER.COM	T 407-855-3860 F
5.	Douglas Dufresne	Ardaman & Assoc.	ddufresne@ardaman.com	T 871-5223 F
6.	Gina Jolly	City of PSL		
7.	George Homer	City of PSL		

PRE-BID ATTENDANCE
 SEALED BID-20120092-MH
 PRODUCTION WELL TESTING AND REHABILITATION
 WEDNESDAY OCTOBER 18TH, 2012 2:00PM

8.	Sherril Hewes	City of PSL		T 871 5723
9.	Dan Ringdahl	FL Design Drilling	Dan@FLDrilling.com	T 561-34-3885
10.	Tim Vannorsle	City of PSL	tim.vannorsle@psl.com	T 877-6200
11.	James Cochran	City of PSL		T 877-6200
12.	David W (Webb)	Al Webb's Est. Inc	DW@alwebbs.com	T 561 746 2129

Production Well Testing and Rehabilitation

E-Bid #20120092

ADDITIONAL #1 ADDED LINE ITEM 18

COMPANY NAME:

Line Number	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
Base Bid Well F11 Testing and Rehab					
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$0.00	\$0.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$0.00	\$0.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$0.00	\$0.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$0.00	\$0.00
6	Geophysical Logging	1	LS	\$0.00	\$0.00
7	Video Logging	1	LS	\$0.00	\$0.00
8	Remove and Install Discharge Line	200	FT	\$0.00	\$0.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$0.00	\$0.00
10	Packer Test Interval Adjustment	4	EA	\$0.00	\$0.00
11	Cement Grout - Installed	25	CY	\$0.00	\$0.00
12	Gravel and Sand - Installed	3	CY	\$0.00	\$0.00
13	Well Development	20	HRS	\$0.00	\$0.00
14	Disinfection	1	LS	\$0.00	\$0.00
15	Site Restoration (Grading and Sod)	1	LS	\$0.00	\$0.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$0.00	\$0.00
17	Acidization of Well F11	1	LS	\$0.00	\$0.00
18	Test Pump for Geophysical Logging	1	LS	\$0.00	\$0.00
19				\$0.00	\$0.00
20				\$0.00	\$0.00
21				\$0.00	\$0.00
22				\$0.00	\$0.00
23				\$0.00	\$0.00
24				\$0.00	\$0.00
25				\$0.00	\$0.00
26				\$0.00	\$0.00
27				\$0.00	\$0.00
28				\$0.00	\$0.00
29				\$0.00	\$0.00
Base Bid Total					\$10.00

Estimated Calendar day to Complete Well F11	Days
--	------

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F6 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$0.00	\$0.00	
3	General Requirements (Permits / Administrative Costs)	1	LS	\$0.00	\$0.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$0.00	\$0.00	
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$0.00	\$0.00	
6	Geophysical Logging	1	LS	\$0.00	\$0.00	
7	Video Logging	1	LS	\$0.00	\$0.00	
8	Remove and Install Discharge Line	500	FT	\$0.00	\$0.00	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$0.00	\$0.00	
10	Packer Test Interval Adjustment	4	EA	\$0.00	\$0.00	
11	Cement Grout - Installed	25	CY	\$0.00	\$0.00	
12	Gravel and Sand - Installed	3	CY	\$0.00	\$0.00	
13	Well Development	20	HRS	\$0.00	\$0.00	
14	Disinfection	1	LS	\$0.00	\$0.00	
15	Site Restoration (Grading and Sod)	1	LS	\$0.00	\$0.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$0.00	\$0.00	
17	Acidization of Well F6	1	LS	\$0.00	\$0.00	
18	Test Pump for Geophysical Logging	1	LS	\$0.00	\$0.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29				\$0.00	\$0.00	
Base Bid Total						\$10.00
Estimated Calendar Days to Complete Well F6						Days

Production Well Testing and Rehabilitation
E-Bid #20120092

Total for F11 and F6 \$20.00

BID ADDENDUM # 2
BID # 20120092
Addendum Date: 10/22/2012

Bid Name: Production Well Testing and Rehabilitation

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

NOTE: The bid opening date is has been **extended** until October 31st, 2012 at 3:00:00pm EST

Instructions to Bidder:

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

Addendum #3 PART 1 of 2
Pre-Bid Meeting Minutes / Q&A
E-Bid #20120092
Production Well Testing and Rehabilitation

ATTENDEES:

Matt Haluck, City of PSL, OMB
Gina Jolly, City of PSL, OMB
Sherri Hawes, City of PSL, OMB
Pierre Vignier, City of PSL, USD
George Homer, City of PSL, PW
Tim Vansdale, City of PSL, PW
James Wieber, City of PSL, PW
Douglas Dufresne, Ardaman & Associates
Tory Ramsey, AC Schultes
Charlie Diehl, Diversified Drilling
Dan Ringdahl, FL Design Drilling
David W. Webb, All Webb's Enterprises Inc.

NOTE: The bid opening date is

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

CHANGE:

Page 18 of the bid documents, "PUMP REMOVAL" subsection A to read:

PUMP REMOVAL

The pump shall be disconnected from electrical service by the ~~Contractor~~ CITY. The City shall assist the Contractor with other disconnections within the well house such as the magmeter and pressure transducer.

Question: Page 19 of the bid documents, DISCHARGE CONTROL indicates ...If a right-of-way utilization permit is required, the Contractor shall obtain the permit in accordance with the permitting authority. Can you describe that and if there is a cost associated with that?

Answer: No right-of-way utilization permit is envisioned to be required for the project. The bid documents on Pages 4 and 13 also require a permit to be obtained to discharge brackish water to a surface water feature. The "Generic Permit for the Discharge of Produced Ground Water from Any Non-Contaminated Site Activity" (Document 62-621.300 (2) Effective Date February 14, 2000) requires sampling the subject water to be discharged prior to commencement of the discharge, within 30 days after commencement of the discharge, and every six (6) months for the life of the project. The water samples shall be analyzed for:

- Total organic carbon
- pH
- Total recoverable mercury
- Total recoverable cadmium
- Total recoverable copper

- Total recoverable lead
- Total recoverable zinc
- Total recoverable chromium (hex.)
- Benzene
- Naphthalene

The Contractor shall also be responsible for monitoring dissolved oxygen, salinity, and turbidity concentrations as specified regarding DISCHARGE CONTROL.

Question: Do we have to pull a sample?

Answer: Yes, samples will have to be collected by the Contractor as described above. The City will look to see if they have recent water quality results that may satisfy the initial water sample prior to discharge.

Question: As far as completion time is ninety (90) days per well, if we back plug the wells and we need to get a permit, is there a provision if the water management district delays the project?

Answer: Delays beyond the control of the Contractor shall not be held against the Contractor regarding contract time. The idea is to get these wells back to working as soon as possible.

Question: How critical of time table is this project and how critical is the notice to proceed then is there any flexibility with that?

Answer: The bid opening is October 31st, 2012 per addendum #2 and needs to go to City Council for approval on November 13th, 2012.

Question: Is there or can we have any flexibility with the notice to proceed date and about scheduling that would help us tremendously?

Answer: Notice to Proceed may be issued the first week in December.

Question: It says the owner may to elect to split the two (2) wells to two (2) different contractors?

Answer: That is correct. The City reserves the right to award the Work for Well F11 and Well F6 to different Contractors, but the intent is to award both to a single Contractor.

Question: Under GEOPHYSICAL AND VIDEO LOGGING page 18 it says the Contractor shall pump the well, if the well does not naturally flow at 1,900 gpm for the dynamic flow log. Do we have to provide a pump?

Answer: Static water levels from the 2011 study of the Floridan Aquifer Monitoring System for the City appears to show that the wells should naturally flow at the desired rate for both the geophysical logs and the video logs and that a pump may not be required.

Question: What about the flowing video log?

Answer: The video log can be performed with the natural flow.

Question: Are the wells going to be done one after the other or will there be a break between the two?

Answer: The City has allowed for two (2) separate mobilizations for this project. Currently, the City envisions the two wells be worked on one after the other. However, there may be some time between the two wells, if operations require the second well to remain on-line.

Question: Under the WELL DEVELOPMENT, DISINFECTION, AND CLEARANCE on page 23 it says the well shall be developed with the well pump at a flow rate of no less than 1,750 gpm for a period of up to 20 hours. Development shall continue until turbidity is less than 0.5 NTU for at least an hour based upon measurements every 10 minutes. If it takes longer, how is the Contractor compensated?

Answer: It is a unit cost line item. The Contractor will be compensated for the hours of development performed.

Question: There could be up to there is three (3) weeks between the packer testing and the decision to back plug the well. Does the Contractor have to standby during this time?

Answer: Results from the geophysical logs, video logs, and water quality sampling will be needed for the decision on back plugging the wells. Field parameters collected during the packer testing will be used with the previously collected geophysical and video logs in order to expedite the decision on back plugging, but the longest expected period of standby time is three (3) weeks due to waiting for analytical results from the laboratory.

Question: What is the largest packer set diameter you anticipate us to have, some of these packers have a maximum range you can set to safety?

Answer: Here are descriptions of the open hole for the wells:

Well F11 – The caliper log shows the borehole diameter varies from 13.9 to 28.2 inches. The top of the borehole from the bottom of the well casing to about 1,000 feet bls had a diameter of about 18 to 20 inches, which was larger than the bottom of the borehole with a diameter closer to about 15 inches, indicating that the formation above was probably softer than the bottom lithology. Review of the lithologic logs indicates that the carbonate formation changes predominantly from limestone in the upper portion of the borehole to predominantly dolomite in the lower section of the borehole greater than 1,000 ft bls. Larger diameter sections indicating fractures, cavities, or other soft areas were noted at 975 ft, 1,110 to 1,130 ft, 1,150 ft, 1,160 ft, 1,200 to 1,240 ft, and on a smaller scale from 1,290 to 1,350 feet.

Well F6 – The caliper log shows the borehole diameter varies from 14 to 29 inches. The top of the borehole from the bottom of the well casing (678 ft bls) to about 1,030 feet bls had a diameter of about 17 to 24 inches, which was larger than the bottom of the borehole from 1,030 to 1,350 ft bls with a diameter closer to about 15 inches, indicating that the formation above was probably softer than the bottom lithology. Review of the lithologic logs from the Prineville well field indicates that the carbonate formation changes predominantly from limestone in the upper portion of the borehole to predominantly dolomite in the lower section of the borehole greater than 1,000 ft bls. Larger diameter sections indicating fractures, cavities, or other soft areas were noted at 685 ft, 818 ft, 865 ft, 1,188 to 1,190 ft, 1,282 to 1,284 ft, 1,292 to 1,294 ft, 1,296 to 1,297 ft, 1,322 to 1,325 ft, and 1,341 to 1,344 ft.

Question: We can't put a drill rig over the hole. Will we have to use a crane?

Answer: Yes

Question: Are you anticipating us using pressure transducers for the packer tests to get water levels or do you just want the one hundred (100) gallons per minute flow rate?

Answer: Water levels will need to be monitored in the annular space and the packered interval during the packer tests with pressure transducers and data loggers.

Question: When discharging water from well F6 into the drainage canal behind located to the east of the site, to which point do we have to comply with turbidity criteria?

Answer: Water quality requirements need to be met prior to the actual discharge into the surface water body.

Addendum #3 PART 2 of 2
Pre-Bid Meeting Minutes / Q&A
E-Bid #20120092
Production Well Testing and Rehabilitation

Question: Is the flowing well condition going to have to be killed and brought back to life (flowing condition) for various tests?

Answer: Yes, the flowing condition of the well will need to be managed for several stages in the project such as removal of the pump, straddle packer testing, geophysical logging, video logging, and installation of the pump.

Question: What is the budget for this project?

Answer: The Budget for this project is \$260,000.00

Question: Do you understand the challenge of the well flowing with the pump house and the crane, the pumping and not pumping, the packer tripping in and out, what to do with the water, and how to stop the water?

Answer: Yes

Question: Was there a public meeting for the project with minutes or was it discussed at a Council Meeting or anything?

Answer: No

Question: Are we going to the sites after this meeting?

Answer: Yes, all attendee's interested in visiting the wells will have that option following this meeting.

Question: How far do we have to transmit water during testing and development to a discharge?

Answer: It is close to two hundred (200 ft) hundred feet for well F6 and approximately five hundred feet (500 ft) for well F11.

Question: Is it known if we have to cross private property, or is everything in the right-of-way?

Answer: The discharge lines should be able to be laid within the right-of-way.

Question: Are we taking the discharge pipe to an existing body of water or just to a ditch? What are we doing with it?

Answer: The discharge point behind F6 to the east is a ditch, which may or may not be dry. If dry, this may allow over land flow prior to the down gradient discharge into water. The discharge point for F11 is canal used when the well was constructed just south of F11.

Question: So are both of them are going to a canal?

Answer: Yes

Question: It mentions the possibility of acidizing the wells with two (2) twenty five hundred (2,500) gallon batches, and talks about if the pressure gets high we're going to vent. Instead of venting, can we add fresh water to kill the pressure?

Answer: The specifications call for a system to be in place to relieve the pressure. Whatever you need to do to relief the pressure, venting to a tanker or adding fresh water is fine as long as the pressure is relieved in a safe and responsible manner.

Question: It says the contractor will certify the pump after we reinstall it. Is that just a letter from us stating that we installed it to manufactures recommendations? It doesn't say, I believe it says or the approved factory representative. Do we have to have the factory service representative for the pump hookup or not?

Answer: Yes, the pump needs to be installed to the manufacturer's recommendations and certified by the Contractor. The City would also like to be notified of the pump installation in order to have our mechanic on-site during the installation and pump hookup. The manufacturer's service representative does not have to be present for the installation, if the Contractor does not require his services.

Question: I notice we have to transport the pumps to the plant?

Answer: Yes, we want safe storage of the pumps, and they will be out of your way while you are working at the site.

Question: It says in the documents that we have to meet certain specifications on the pump, for example, reset as per the factories recommendation on the pump can you provide those?

Answer: Yes, the City shall provide the necessary pump settings for proper installation.

Question: Can you provide O&M's for the pumps?

Answer: Yes

Question: There is not potable water at F11, but there is water at F6. Is that correct?

Answer: After the site visit, it was determined that both sites have water available for use during testing from 2-inch lines. The line with backflow preventer has potable water at F6, and the line with the air-relief valve has raw brackish water at F11.

Question: Is that on site?

Answer: Yes

Question: Can we work without taking those fences down?

Answer: The City does not want the fence completely removed because they want to maintain security at the sites. The City prefers to have the fences left in tack at much as possible. You can run your discharge pipe underneath the fencing.

Question: Do you have any physical street numbers for these sites?

Answer: The locations are described in the specification and shown on maps. Well F6 has an address of 1355 S.W. Hutchins from the property appraiser's office; there is no address assigned to the well F11 site.

Question: On the twenty bacteriological samples for well recertification, the Owner is going to do the analytical. Are we going to do two (2) a day six (6) hours apart for ten (10) days or one (1) per day for twenty (20) days?

Answer: One sample per day for twenty (20) days.

*****Instructions to Bidder*****

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120092 in order to have his/her bid or proposal to be accepted

BID ATTENDANCE
SEALED BID-20120092-MH
PRODUCTION WELL TESTING AND REHABILITATION
WEDNESDAY OCTOBER 31st, 2012 3:00PM

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	MATT HALLUCK	CITY OF PDL - CMAS	MHALLUCK@CITYOFPDL.COM	T 772-871-5224 F 772-871-7337
2.				T
3.				F
4.				T
5.				F
6.				T
7.				F

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID TABULATION REPORT**

E-BID# 20120092
OPENED: 10/31/2012
TIME: 3:00:00 pm

BID TITLE: Production Well Testing and Rehabilitation

The following vendor(s) submitted proposals:

Florida Design Drilling

Southeast Drilling

A.C. Schultes of Florida

Rowe Drilling Co.

All Webbs ENT.

The following vendor's/plan holders submitted a "No Bid":

Layne Christensen Co.

Number of Companies Notified: 1671

Number of Bid Documents Distributed: 27

Number of Bids Received: 5

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

Bid Tabulation Sheet

E-Bid # 20120092

Production Well Testing and Rehabilitation

Name of Proposers>>>		A. C. Schultes of FL	FL Design Drilling	All Webbs Ent.	Southeast Drilling	Layne Christensen Co.	Rowe Drilling Co.
#	Item Description						
1	Well F11 Total	\$222,885.00	\$189,910.00	\$373,010.00	\$238,610.00		\$278,760.00
	Well F6 Total	\$223,485.00	\$194,410.00	-	\$207,610.00		\$298,760.00
	Well F11 and F6 Total	\$446,370.00	\$384,320.00	-	\$446,220.00		\$577,520.00
2	Drug Free Workplace	X	X	X	X		X
3	E-Bid Checklist	X	X	X	X		X
4	Addendum Acknowledged (3)	X	X	X	X		X
5	Current COI	X	X	-	X		X
6	E-Bid Bond (5%)	X	X	X	X		X
7	Licenses	X	X	-	X		X
8	W-9	X	X	-	X		X

NO BID

Has 1% Discount for

P-Card

\$188,010.90
 \$192,465.90
 \$380,476.80

Did Not Provide
 Provided

- X

Broward County Wells 8
Florida Design Drilling

COMPANY NAME:					
Line Number	DESCRIPTION	FST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
<i>Base Bid Well F11 Testing and Rehab</i>					
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$ 10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$25,000.00	\$ 25,000.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$25,000.00	\$ 25,000.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Ins	1	LS	\$10,000.00	\$ 10,000.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$10,000.00	\$ 10,000.00
6	Geophysical Logging	1	LS	\$12,000.00	\$ 12,000.00
7	Video Logging	1	LS	\$3,000.00	\$ 3,000.00
8	Remove and Install Discharge Line	200	FT	\$15.00	\$ 3,000.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$10,000.00	\$ 40,000.00
10	Packer Test Interval Adjustment	4	EA	\$500.00	\$ 2,000.00
11	Cement Grout - Installed	25	CY	\$400.00	\$ 10,000.00
12	Gravel and Sand - Installed	3	CY	\$300.00	\$ 900.00
13	Well Development	20	HRS	\$300.00	\$ 6,000.00
14	Disinfection	1	LS	\$4,500.00	\$ 4,500.00
15	Site Restoration (Grading and Sod)	1	LS	\$500.00	\$ 500.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$5,000.00	\$ 5,000.00
17	Acidization of Well F11	1	LS	\$30,000.00	\$ 30,000.00
18	Test Pump for Geophysical Logging	1	LS	\$3,000.00	\$ 3,000.00
Base Bid Total					\$189,910.00
Estimated Calendar day to Complete Well F11			60	Days	

COMPANY NAME:					
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
<i>Base Bid Well F6 Testing and Rehab</i>					
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$ 10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$25,000.00	\$ 25,000.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$25,000.00	\$ 25,000.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Ins	1	LS	\$10,000.00	\$ 10,000.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$10,000.00	\$ 10,000.00
6	Geophysical Logging	1	LS	\$12,000.00	\$ 12,000.00
7	Video Logging	1	LS	\$3,000.00	\$ 3,000.00
8	Remove and Install Discharge Line	500	FT	\$15.00	\$ 7,500.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$10,000.00	\$ 40,000.00
10	Packer Test Interval Adjustment	4	EA	\$500.00	\$ 2,000.00
11	Cement Grout - Installed	25	CY	\$400.00	\$ 10,000.00
12	Gravel and Sand - Installed	3	CY	\$300.00	\$ 900.00
13	Well Development	20	HRS	\$300.00	\$ 6,000.00
14	Disinfection	1	LS	\$4,500.00	\$ 4,500.00
15	Site Restoration (Grading and Sod)	1	LS	\$500.00	\$ 500.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$5,000.00	\$ 5,000.00
17	Acidization of Well F6	1	LS	\$30,000.00	\$ 30,000.00
18	Test Pump for Geophysical Logging	1	LS	\$3,000.00	\$ 3,000.00
Base Bid Total					\$194,410.00
Estimated Calendar Days to Complete Well F6			60	Days	

Total for F11 and F6 \$ 384,320.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2012

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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason
	PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730
	E-MAIL ADDRESS: lgleason@callic.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Amerisure Insurance Co	NAIC # 19488
INSURER B: North River Insurance Company	
INSURER C: Travelers Property & Casualty Co. of America	25674
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Florida Design Contractors, Inc.
1326 South Killian Drive West
Lake Park, FL 33403

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		CPP20522710402	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU & Contractual					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Broad Form Prop Dam					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CA20523030401	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	5530949766	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2052272	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip.		QT6607132P826TIL12	3/1/2012	3/1/2013	Limit 250,000

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

RE: Bid No. 20120092

City of Port St. Lucie is listed as an Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Port St. Lucie, City of
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

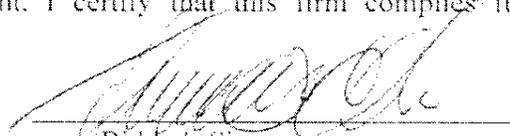
AUTHORIZED REPRESENTATIVE

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Florida Design Drilling Corp. does:
(Name of Business)

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

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



Bidder's Signature

Date 11/29/2012

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- Bid Reply Sheet with proper signature.
- Drug Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1. 1.24.1.
- Copy of Insurance Certificate in accordance with Section.
- Copy of all required licenses and certification.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Copy of E-bid Bond attached.

E-Bid Reply Sheet

Bid # 20120092

Production Well Testing and Rehabilitation

1. COMPANY NAME: Florida Design Contractors
DIVISION OF: _____
PHYSICAL ADDRESS: 1326 South Killian Drive
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: Lake Park, FL 33405
TELEPHONE NUMBER: () 561-324-3885 FAX NO. () 561-844-2967
CONTACT PERSON: Tom Clarke E-MAIL: Tclarke@floridadesigncontractors.com

2. ORGANIZATIONAL PROFILE (complete all appropriate information)

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

Tom Clarke
President

Vice President

Treasurer

How long in present business: 24 years how long at present location: 26 years

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

2.1 References:

List three (3) individuals or corporations for which you have performed work for in the last three (3) years that may be used as references. Please include company name, e-mail address, and phone number.

1. TOHO Water Authority DBeatty@tohowater.com 407-944-5023
Company name E-mail address Phone number

2. AECOM Michael.Bennett@aecom.com (561) 684-3375
Company name E-mail address Phone number

3. Orlando Utilities Commision CDiGerlando@ouc.com (407) 434-2563
Company name E-mail address Phone number

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

Addendum Number	Date Issued
1	10-21-12
2	10-22-12
3	10-25-12

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.City-of-psl.com.

5. BID RESPONSE:

5.1 Bidder will accept the Purchasing Card (Visa).

(Please circle one)

5.2 Percentage of discount when payment is made with Visa: 1.0 %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ _____

5.4 Bid Reply Sheet Base Bid Total from Schedule "B": \$ _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

***** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET*****

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

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

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

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

9. CERTIFICATION

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

[Signature] Signature 10/29/2012 Date

10. Is Bidder related to any City Employee? No

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

[Signature] Signature President Title
for CMB Use Only
Reference Checked _____
Clerk Checked _____

The State of Florida

Has Determined That

DANIEL C. RINGDAHL

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

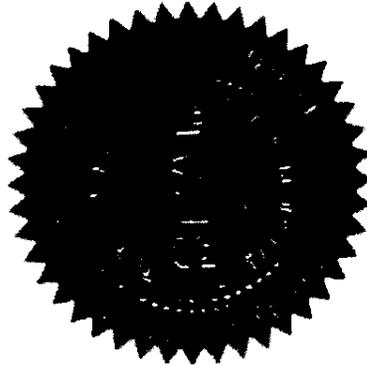
And Hereby Issues

License Number

11148

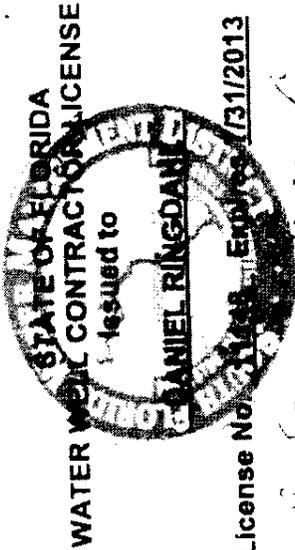
Issued by South Florida

Water Management District



This 12th Day of October, 1995 A.D.

Steven D. Anderson, Supervising Professional
Water Use Division, Water Well Construction



License No. 11148 Expires 7/31/2013

Steven D. Anderson
DISTRICT CERTIFICATION OFFICER

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)
Florida Design Constructors 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 corporation, S-S corporation, P, partnerships) ▶ _____
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1326 S. Kithian Dr.

City, state, and ZIP code
Lake Park FL 33403

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

--	--	--	--	--	--	--	--	--	--

Employer identification number

65	-	030	6966
----	---	-----	------

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *10/29/2012*

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), when applicable:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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 partner's 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 partner's 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.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Florida Design Contractors, Inc.

as Principal, hereinafter called the Principal, and
Great American Insurance Company

a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Port St. Lucie

as Obligee, hereinafter called the Obligee, in the sum of

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

WHEREAS, the Principal has submitted a bid for

Production Well Testing and Rehabilitation
Project No. Sealed E-Bid #20120092

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

Signed and sealed this 31st

day of October, 2012

(Witness)

Florida Design Contractors, Inc.

(Principal) (Seal)
(Title) Thomas H. Clarke
President

(Witness)

Great American Insurance Company

(Surety) (Seal)
(Title) D. Michael Stevens
Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 18857

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DON A. LAMBERT, JR.	ALL OF	ALL
D. MICHAEL STEVENS	JUPITER, FLORIDA	\$75,000,000.
LYNN C. LAMBERT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of NOVEMBER 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Michael C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of NOVEMBER 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of October, 2012



Michael C. B.
Assistant Secretary

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F11 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00	\$10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$60,000.00	\$60,000.00	\$60,000.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$7,500.00	\$7,500.00	\$7,500.00
6	Geophysical Logging	1	LS	\$10,000.00	\$10,000.00	\$10,000.00
7	Video Logging	1	LS	\$10,000.00	\$10,000.00	\$10,000.00
8	Remove and Install Discharge Line	200	FT	\$125.00	\$25,000.00	\$25,000.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$20,000.00	\$80,000.00	\$80,000.00
10	Packer Test Interval Adjustment	4	EA	\$5,000.00	\$20,000.00	\$20,000.00
11	Cement Grout - Installed	25	CY	\$1,600.00	\$40,000.00	\$40,000.00
12	Gravel and Sand - Installed	3	CY	\$2,500.00	\$7,500.00	\$7,500.00
13	Well Development	20	HRS	\$300.00	\$6,000.00	\$6,000.00
14	Disinfection	1	LS	\$5,000.00	\$5,000.00	\$5,000.00
15	Site Restoration (Grading and Sod)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$12,000.00	\$12,000.00	\$12,000.00
17	Acidization of Well F11	1	LS	\$45,000.00	\$45,000.00	\$45,000.00
18	Test Pump for Geophysical Logging	1	LS	\$10,000.00	\$10,000.00	\$10,000.00
19				\$0.00	\$0.00	\$0.00
20				\$0.00	\$0.00	\$0.00
21				\$0.00	\$0.00	\$0.00
22				\$0.00	\$0.00	\$0.00
23				\$0.00	\$0.00	\$0.00
24				\$0.00	\$0.00	\$0.00
25				\$0.00	\$0.00	\$0.00
26				\$0.00	\$0.00	\$0.00
27				\$0.00	\$0.00	\$0.00
28				\$0.00	\$0.00	\$0.00
29	Base Bid Total					\$373,010.00
Estimated Calendar day to Complete Well F11						Days

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F6 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$0.00	\$0.00	
3	General Requirements (Permits / Administrative Costs)	1	LS	\$0.00	\$0.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$0.00	\$0.00	
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$0.00	\$0.00	
6	Geophysical Logging	1	LS	\$0.00	\$0.00	
7	Video Logging	1	LS	\$0.00	\$0.00	
8	Remove and Install Discharge Line	500	FT	\$0.00	\$0.00	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$0.00	\$0.00	
10	Packer Test Interval Adjustment	4	EA	\$0.00	\$0.00	
11	Cement Grout - Installed	25	CY	\$0.00	\$0.00	
12	Gravel and Sand - Installed	3	CY	\$0.00	\$0.00	
13	Well Development	20	HRS	\$0.00	\$0.00	
14	Disinfection	1	LS	\$0.00	\$0.00	
15	Site Restoration (Grading and Sod)	1	LS	\$0.00	\$0.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$0.00	\$0.00	
17	Acidization of Well F6	1	LS	\$0.00	\$0.00	
18	Test Pump for Geophysical Logging	1	LS	\$0.00	\$0.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29				\$0.00	\$0.00	
Base Bid Total						\$10.00
Estimated Calendar Days to Complete Well F6						Days

Production Well Testing and Rehabilitation
E-Bid #20120092

Total for F11 and F6 \$373,020.00

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we All Webbs Enterprises, Inc.
(Here insert full name and address or legal title of Contractor)

309 Commerce Way, Jupiter, Florida 33458

as Principal, hereinafter called the Principal, and Great American Insurance Company
(Here insert full name and address or legal title of Surety)

301 E. Fourth Street, Cincinnati, Ohio 45202

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

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

Dollars (\$ 5% of Bid),

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

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Production Well Testing and Rehabilitation

Bid No. 20120092

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

Signed and sealed this 31st day of October 2012.

(Witness) _____ } All Webbs Enterprises, Inc.
(Principal) (Seal)

(Title)

Joseph H. Behout } Great American Insurance Company
(Witness) (Surety) (Seal)

(Title)

Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20310

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TODD L. JOHNSON	JOSEPH D. JOHNSON, III	ALL
FRANCIS T. O'REARDON	ORLANDO, FLORIDA	\$75,000,000.
JOANN H. BEBOUT		
JOSEPH D. JOHNSON, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JULY 2012
GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JULY, 2012, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-18

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of October, 2012.



My L C. B.
Assistant Secretary

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- _____ Bid Reply Sheet with proper signature.
- _____ Drug Free Workplace Form.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged.
- _____ Required W-9 as per Section 1, 1.24.1.
- _____ Copy of Insurance Certificate in accordance with Section.
- _____ Copy or all required licenses and certification.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ Copy of E-bid Bond attached.

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

Addendum Number	Date Issued
1	
2	
3	

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 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 Base Bid Total from Schedule "A": \$ _____

5.4 Bid Reply Sheet Base Bid Total from Schedule "B": \$ _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

***** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET*****

STATEMENT OF NO E-BID
Production Well Testing and Rehabilitation

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

Bid: # _____

Bid Title: _____

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____

Date: _____

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME: A.C. Schultes of Florida, Inc.

Line Number	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
Base Bid Well F11 Testing and Rehab					
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$33,400.00	\$33,400.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$22,300.00	\$22,300.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$15,000.00	\$15,000.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$25,000.00	\$25,000.00
6	Geophysical Logging	1	LS	\$6,500.00	\$6,500.00
7	Video Logging	1	LS	\$3,500.00	\$3,500.00
8	Remove and Install Discharge Line	200	FT	\$22.00	\$4,400.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$12,900.00	\$51,600.00
10	Packer Test Interval Adjustment	4	EA	\$1,800.00	\$7,200.00
11	Cement Grout - Installed	25	CY	\$175.00	\$4,375.00
12	Gravel and Sand - Installed	3	CY	\$200.00	\$600.00
13	Well Development	20	HRS	\$150.00	\$3,000.00
14	Disinfection	1	LS	\$4,500.00	\$4,500.00
15	Site Restoration (Grading and Sod)	1	LS	\$3,500.00	\$3,500.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$18,000.00	\$18,000.00
17	Acidization of Well F11	1	LS	\$20,000.00	\$20,000.00
18				\$0.00	\$0.00
19				\$0.00	\$0.00
20				\$0.00	\$0.00
21				\$0.00	\$0.00
22				\$0.00	\$0.00
23				\$0.00	\$0.00
24				\$0.00	\$0.00
25				\$0.00	\$0.00
26				\$0.00	\$0.00
27				\$0.00	\$0.00
28				\$0.00	\$0.00
29	Base Bid Total				\$222,885.00
Estimated Calendar day to Complete Well F11		90	Days		

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME: A. C. Schultes of Florida, Inc.						
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
	Base Bid Well F6 Testing and Rehab					
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00	\$10.00
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$33,400.00	\$33,400.00	\$33,400.00
3	General Requirements (Permits / Administrative Costs)	1	LS	\$22,300.00	\$22,300.00	\$22,300.00
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$25,000.00	\$25,000.00	\$25,000.00
6	Geophysical Logging	1	LS	\$6,500.00	\$6,500.00	\$6,500.00
7	Video Logging	1	LS	\$3,500.00	\$3,500.00	\$3,500.00
8	Remove and Install Discharge Line	500	FT	\$10.00	\$5,000.00	\$5,000.00
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$12,900.00	\$51,600.00	\$51,600.00
10	Packer Test Interval Adjustment	4	EA	\$1,800.00	\$7,200.00	\$7,200.00
11	Cement Grout - Installed	25	CY	\$175.00	\$4,375.00	\$4,375.00
12	Gravel and Sand - Installed	3	CY	\$200.00	\$600.00	\$600.00
13	Well Development	20	HRS	\$150.00	\$3,000.00	\$3,000.00
14	Disinfection	1	LS	\$4,500.00	\$4,500.00	\$4,500.00
15	Site Restoration (Grading and Sod)	1	LS	\$3,500.00	\$3,500.00	\$3,500.00
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$18,000.00	\$18,000.00	\$18,000.00
17	Acidization of Well F6	1	LS	\$20,000.00	\$20,000.00	\$20,000.00
18				\$0.00	\$0.00	\$0.00
19				\$0.00	\$0.00	\$0.00
20				\$0.00	\$0.00	\$0.00
21				\$0.00	\$0.00	\$0.00
22				\$0.00	\$0.00	\$0.00
23				\$0.00	\$0.00	\$0.00
24				\$0.00	\$0.00	\$0.00
25				\$0.00	\$0.00	\$0.00
26				\$0.00	\$0.00	\$0.00
27				\$0.00	\$0.00	\$0.00
28				\$0.00	\$0.00	\$0.00
29	Base Bid Total					\$223,485.00
	Estimated Calendar Days to Complete Well F6	90	Days			

Production Well Testing and Rehabilitation
E-Bid #20120092

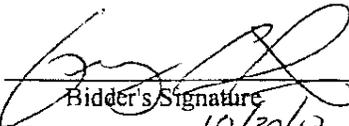
Total for F11 and F6 \$446,370.00

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
A.C. Schuites of Florida, Inc. does:
(Name of Business)

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

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



Bidder's Signature

Date 10/30/12

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- Bid Reply Sheet with proper signature.
- Drug Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.24.1.
- Copy of Insurance Certificate in accordance with Section.
- Copy or all required licenses and certification.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Copy of E-bid Bond attached.

E-Bid Reply Sheet

Bid # 20120092
Production Well Testing and Rehabilitation

1. **COMPANY NAME:** A.C. Schultes of Florida, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 11865 US Hwy 41

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Gibsonton, FL. 33534

TELEPHONE NUMBER: () 813-741-3010 FAX NO. () 813-741-3170

CONTACT PERSON: Gregory Schultes E-MAIL: greg.acsfl@verizon.net

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

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

John O'Brien
President
Gregory Schultes
Vice President
Jeff DeMatte
Treasurer

How long in present business: 10 years how long at present location: 10 years

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

2.1 **References:**

List three (3) individuals or corporations for which you have performed work for in the last three (3) years that may be used as references. Please include company name, e-mail address, and phone number.

- | | | |
|---------------------------------------|--|------------------------------|
| 1. <u>Lee County</u> | <u>redelstein@leegov.com</u> | <u>239-533-2111</u> |
| Company name | E-mail address | Phone number |
| 2. <u>Tetra Tech Infrastructure</u> | <u>Miguel.Garcia@tetrattech.com</u> | <u>407.480.3916</u> |
| Company name | E-mail address | Phone number |
| 3. <u>SWFWMD</u> | <u>kevin.stover@swfwmd.state.fl.us</u> | <u>352-796-7211 ext 4517</u> |
| Company name | E-mail address | Phone number |

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

Production Well Testing and Rehabilitation

Addendum Number	Date Issued
1	10/22/12
2	10/23/12
3	10/25/12

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: _____ %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ 222,885.00

5.4 Bid Reply Sheet Base Bid Total from Schedule "B": \$ 223,485.00

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

*** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET***

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Production Well Testing and Rehabilitation

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

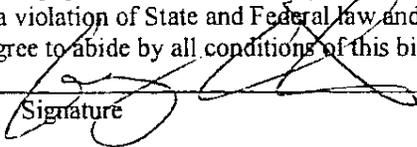
6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

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

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

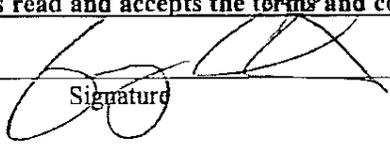
9. **CERTIFICATION**

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

Signature  Date 10/30/12

10. Is Bidder related to any City Employee? No

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

Signature  Title Vice President

For OMB Use Only	
Reference Checked	
Clerk Checked	

STATEMENT OF NO E-BID



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

SCHULTES, GREGORY
A C SCHULTES OF FLORIDA INC
5457 80TH AVENUE CIR E
PALMETTO FL 34221-9177

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

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

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



STATE OF FLORIDA AC# 6246223
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1516532 08/03/12 128025774

CERTIFIED GENERAL CONTRACTOR
SCHULTES, GREGORY
A C SCHULTES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12080301638

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6246223

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080301638

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/03/2012, 128025774, CGC1516532

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SCHULTES, GREGORY
A C SCHULTES OF FLORIDA INC
5457 80TH AVENUE CIR E
PALMETTO FL 34221-9177

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



July 31, 2013

Well Construction Regulation

Expiration Date

Brooksville Regulation Department

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) A.C. Schultes of Florida, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 11865 U.S. Highway 41 South	Requester's name and address (optional)
	City, state, and ZIP code Gibsonton, Florida 33534	
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									
1	4	-	1	8	7	1	1	8	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.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/30/12
------------------	----------------------------	-----------------

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2012

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

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

PRODUCER Odell Studner Group, LLC Three Radnor Corporate Center 100 Matsonford Road; Ste. 100 Radnor PA 19087	CONTACT NAME: PHONE (A/C No. Ext): 610-995-0948 FAX (A/C No.): 610-995-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED A. C. Schultes of Florida, Inc. 11865 US Highway 41 South Gibsonton FL 33534	INSURER A: Mt. Hawley Insurance Company 37974	
	INSURER B: Hartford Fire Insurance Co. 19682	
	INSURER C: Starr Indemnity & Liab Co 38318	
	INSURER D: Hanover Insurance Company 22292	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1273249023 **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	ADDD SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR		39UENOH1483	7/1/2012	7/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		39UENOH1484	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SISCSEL01536012	7/1/2012	7/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	39WEOH1482	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A D	Bus. Personal Property Builders Risk/Installation		MCP0155288 RHC7670583	4/15/2012 7/1/2012	4/15/2013 7/1/2013	Limit \$163,274 Deductible \$1,000 Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Commerce and Industry Insurance Company (NAIC#19410) Policy # CPO 19176288 - Pollution Liability - \$1,000,000 Each Occurrence/\$1,000,000 Aggregate - Deductible \$10,000. Policy Term 07/01/2012 to 07/01/2013
 Evidence of Insurance Coverage

CERTIFICATE HOLDER AC Shultes of Florida, Inc 11865 Highway 41 South Gibsonton FL 33543	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE A.C. Schultes of Florida, Inc.
11865 Highway 41 South, Gibsonton, FL 33534

as Principal, hereinafter called the Principal, and Western Surety Company
P. O. Box 5077, Sioux Falls, SD 57117-5077

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

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

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

Dollars (\$ _____ 5% _____),

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

WHEREAS, the Principal has submitted a bid for 20120092, Production Well Testing and Rehabilitation

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

Signed and sealed this 24th day of October, 2012

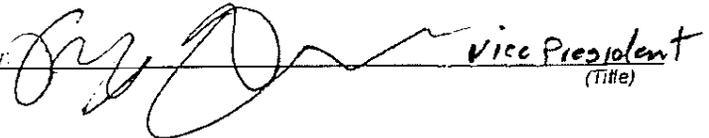

(Witness)

A.C. Schultes of Florida, Inc.

(Principal)

(Seal)

By:


Vice President
(Title)

Western Surety Company

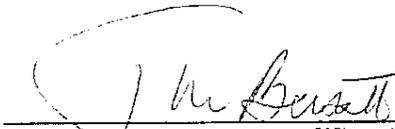
(Surety)

(Seal)

By:


Attorney-in-Fact Daniel P. Bunigan

(Title)


Theresa Bassett
(Witness)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P. Dunigan , Individually

of Paoli, PA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: Bid Bond
Principal: A.C. Schultes of Florida, Inc.
Obligee: City of Port St. Lucie

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2012.

WESTERN SURETY COMPANY

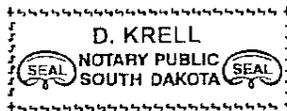


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of June, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of October, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F11 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	L.S.	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	L.S.	\$25,000.00	\$25,000.00	
3	General Requirements (Permits / Administrative Costs)	1	L.S.	\$30,000.00	\$30,000.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	L.S.	\$6,000.00	\$6,000.00	
5	Disconnect / Remove Pump and Column Pipe	1	L.S.	\$15,000.00	\$15,000.00	
6	Geophysical Logging	1	L.S.	\$8,500.00	\$8,500.00	
7	Video Logging	1	L.S.	\$5,000.00	\$5,000.00	
8	Remove and Install Discharge Line	200	FF	\$20.00	\$4,000.00	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$15,000.00	\$60,000.00	
10	Packer Test Interval Adjustment	4	EA	\$1,500.00	\$6,000.00	
11	Cement Grout - Installed	25	CY	\$500.00	\$12,500.00	
12	Gravel and Sand - Installed	3	CY	\$200.00	\$600.00	
13	Well Development	20	HRS	\$200.00	\$4,000.00	
14	Disinfection	1	L.S.	\$8,000.00	\$8,000.00	
15	Site Restoration (Grading and Sod)	1	L.S.	\$3,500.00	\$3,500.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	L.S.	\$15,000.00	\$15,000.00	
17	Acidization of Well F11	1	L.S.	\$28,000.00	\$28,000.00	
18	Test Pump for Geophysical Logging	1	L.S.	\$7,500.00	\$7,500.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29	Base Bid Total					\$238,610.00
Estimated Calendar day to Complete Well F11		80	Days			

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F6 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	L.S	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	L.S	\$15,000.00	\$15,000.00	
3	General Requirements (Permits / Administrative Costs)	1	L.S	\$20,000.00	\$20,000.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	L.S	\$6,000.00	\$6,000.00	
5	Disconnect / Remove Pump and Column Pipe	1	L.S	\$15,000.00	\$15,000.00	
6	Geophysical Logging	1	L.S	\$8,500.00	\$8,500.00	
7	Video Logging	1	L.S	\$5,000.00	\$5,000.00	
8	Remove and Install Discharge Line	500	FT	\$10.00	\$5,000.00	
9	Inflatable Packer Test with Water Quality Analysis	4	E.A	\$12,000.00	\$48,000.00	
10	Packer Test Interval Adjustment	4	E.A	\$1,500.00	\$6,000.00	
11	Cement Grout - Installed	25	CY	\$500.00	\$12,500.00	
12	Gravel and Sand - Installed	3	CY	\$200.00	\$600.00	
13	Well Development	20	HRS	\$200.00	\$4,000.00	
14	Disinfection	1	L.S	\$8,000.00	\$8,000.00	
15	Site Restoration (Grading and Sod)	1	L.S	\$3,500.00	\$3,500.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	L.S	\$15,000.00	\$15,000.00	
17	Acidization of Well F6	1	L.S	\$28,000.00	\$28,000.00	
18	Test Pump for Geophysical Logging	1	L.S	\$7,500.00	\$7,500.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29	Base Bid Total				\$207,610.00	
		80	Days	Estimated Calendar Days to Complete Well F6		

Production Well Testing and Rehabilitation
E-Bid #20120092

Total for F11 and F6 \$446,220.00

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SOUTHEAST DRILLING SERVICES, INC., a Florida corporation, filed on June 27, 1994 effective June 24, 1994, as shown by the records of this office.

The document number of this corporation is P94000051306.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of July, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

2012 FOR PROFIT CORPORATION ANNUAL REPORT

**FILED
Apr 19, 2012
Secretary of State**

DOCUMENT# P94000051306

Entity Name: SOUTHEAST DRILLING SERVICES INC.

Current Principal Place of Business:

1930 LAND O LAKES BLVD
SUITE #15
LUTZ, FL 33549

New Principal Place of Business:

11505 N GRADY AV
TAMPA, FL 33618 US

Current Mailing Address:

P O BOX 2764
LUTZ, FL 33548

New Mailing Address:

P O BOX 274045
TAMPA, FL 33688 US

FEI Number: 59-3252801

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ZIEGLER, WILLIAM B PRES
1930 LAND O LAKES BLVD
SUITE #15
LUTZ, FL 33549 US

Name and Address of New Registered Agent:

ZIEGLER, WILLIAM B PRES
11505 N GRADY AV
TAMPA, FL 33618 US

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

SIGNATURE

04/19/2012

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PTCM
Name: ZIEGLER, WILLIAM B PRES
Address: 11505 N GRADY AV
City-St-Zip: TAMPA, FL 33618 US

Title: SD
Name: ZIEGLER, SONYA P
Address: 11505 N GRADY AV
City-St-Zip: TAMPA, FL 33618 US

Title: VD
Name: ZIEGLER, JOHN B
Address: 11505 N GRADY AV
City-St-Zip: TAMPA, FL 33618 US

Title: VD
Name: ZIEGLER, WILLIAM C
Address: 11505 N GRADY AV
City-St-Zip: TAMPA, FL 33618 US

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

SIGNATURE SONYA P ZIEGLER

SEC

04/19/2012

Electronic Signature of Signing Officer or Director

Date

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- Bid Reply Sheet with proper signature.
- Drug Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.24.1.
- Copy of Insurance Certificate in accordance with Section.
- Copy or all required licenses and certification.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Copy of E-bid Bond attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2012

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 Phone: (813) 988-1234 Fax: (813) 988-0989 ASSOCIATES AGENCY, INC. PO BOX 16190 11470 N. 53RD ST. TEMPLE TERRACE FL 33687 Agency Lic# R001766	CONTACT NAME Tracy PHONE (A/C, No, Ext) (813) 988-1234 FAX (A/C, No) (813) 988-0989 E-MAIL ADDRESS tracy@associatesins.com PRODUCER CUSTOMER ID 1956														
INSURED SOUTHEAST DRILLING SERVICES INC. P.O. BOX 274045 TAMPA FL 33688	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A OWNERS INSURANCE CO.</td> <td>32700</td> </tr> <tr> <td>INSURER B AUTO OWNERS INSURANCE CO.</td> <td>18988</td> </tr> <tr> <td>INSURER C Meadowbrook Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A OWNERS INSURANCE CO.	32700	INSURER B AUTO OWNERS INSURANCE CO.	18988	INSURER C Meadowbrook Insurance Co.		INSURER D		INSURER E		INSURER F	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C Meadowbrook Insurance Co.															
INSURER D															
INSURER E															
INSURER F															

COVERAGES

CERTIFICATE NUMBER: 256383

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 I TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20709632	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
B	AUTOMOBILE LIABILITY			4142994900	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			4346231701	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0732469	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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

CERTIFICATE HOLDER

CANCELLATION

FOR INSURED FILE

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

Attention:


 Mike Rogers

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Southeast Drilling Services, Inc.

as Principal, hereinafter called the Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie, Florida

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Dollars (\$ 5% (five percent of bid)), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for Production Well Testing and Rehabilitation

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

Signed and sealed this 25th day of October, 2012

Sonja P. Ziegler
(Witness)

Southeast Drilling Services, Inc.
(Principal) (Seal)

By: [Signature], President
(Title)

Toni Valentine
(Witness)

Toni Valentine

Western Surety Company
(Surety) (Seal)

By: Jennifer A. Fava
(Title)
Jennifer A. Fava / Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Wayne Rogers, Sharon Elaine Taylor, Jennifer A Fava, Individually

of Temple Terrace, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of September, 2010.



WESTERN SURETY COMPANY

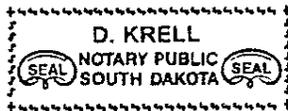
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of September, 2010, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of October, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Southeast Drilling Services, Inc.

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) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
10614 E. US Highway 92
 City, state, and ZIP code
Tampa, FL 33610-5972

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	-	3	2	5	2	8	0 1

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.

Sign Here	Signature of U.S. person ▶ <i>Soneya P. Zeehan</i>	Date ▶
------------------	--	--------

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.

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

Addendum Number	Date Issued
1	10/22/2012
2	10/22/2012
3 Part 1	10/24/2012
3 Part 2	10/24/2012

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: NA %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ _____

5.4 Bid Reply Sheet Base Bid Total from Schedule "B": \$ _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

***** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET*****

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) W. B. Ziegler 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 10/30/2012
Date

10. Is Bidder related to any City Employee? No

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

Signature President
Title

For OMB Use Only	
Reference Checked	
Clerk Checked	

PROJECT NAME/LOCATION	PROJECT OWNER, ADDRESS, TELEPHONE NUMBER & REPRESENTATIVE	PROJECT ENGINEER & REPRESENTATIVE ADDRESS & TELEPHONE NUMBER	PROJECT VALUE	PROJECT STATUS	% COMPLETE	DATE COMPLETED
Algenol Biofuels Research and Development Facility Injection Well System Project # 02184002 16121 Lee Road Fort Myers, FL 33912	16121 Lee Road Fort Myers, FL 33912 561-262-7819 Paul Peleison	Cardno ENTRIX 13988 Colonial Boulevard Fort Myers, FL 33912 T. 239-874-1919 John Rahul, PG	\$1,437,830	In Progress	22%	
City of Mount Dora Eastern Service Area WTP Production Wells Project No. 11-08-002	City of Mount Dora Public Works & Utilities Department 1250 North Highland Street Mount Dora, FL 32757 352-551-9118 Paul M. Latir, PE	Booth, Ern, Straughan, Hiott 350 North Sinclair Ave. Tavares, FL 32778 Robert A. Ern, Jr. PE. 352-267-2449	\$323,150	Complete	100%	Jul-12
Altman Management Salon Irrigation Pump Station and Well PO No. 03-109-104AMC Salon Apartments ft. Lauderdale, FL	Altman Contractors, Inc. 1514 S. Federal Hwy Suite 300 Boca Raton, FL 33432 Brett Kapuler 561-237-1335	N/A	\$19,500	Complete	100%	Sep-11
Altman Management Salon Irrigation Pump Station and Well PO No. 03-109-104AMC Salon Apartments ft. Lauderdale, FL	Altman Contractors, Inc. 1514 S. Federal Hwy Suite 300 Boca Raton, FL 33432 Brett Kapuler 561-237-1335	N/A	\$22,400	Complete	100%	Oct-11
Sarasota County Central County WRF Deep Injection Well Proj. No. 2011-016	Sarasota County Utilities 1001 Sarasota Center Blvd. ft. Myers, FL 33908 Jack Gibson: 941-961-0548	PRS&J 4030 West Boy Scout Blvd. Suite 700 Tampa, Florida 33607 Matty Clasen, P. G. 813-281-8272	\$815,881	Complete	100%	Oct-11
City of Boca Raton Test Pilot Holes Construction Well Nos. 28W, 31W & 33W Proj. No. 78424	Boca Raton Utility Services 1401 Glades Rd Boca Raton, FL 33431-6417 561-338-7300	CDM 5365 NW 6th Way Suite 200 ft. Lauderdale FL 33309 Stewart Megeheimer, 954-776-1731	\$108,375	Complete	100%	Aug-11
Palm Beach County So County Regional Park 'A' Recharge Wells Proj. No. 09211	PBC - Capital Improvements Division 2633 Vista Pkwy West Palm Beach, FL 33411 561-233-0260	Miller Leqq 2005 Vista Pkwy Suite 100 West Palm Beach, FL 33411 Christopher Holmes, P.E. 561-689-1138	\$1,094,921	Complete	100%	Feb-12
Seacoast Utility Authority Hood Rd. Well No. 1 & Richard Rd. Well No. 4 Replacement Proj. No. 09-476-W	Seacoast Utility Authority 4200 Hood Rd Palm Beach Gardens, FL 33410	AECOM 3550 SW Corporate Pkwy Palm City, FL 34990 561-627-2900	\$519,487	Complete	100%	Jun-11
City of Clearwater Water Treatment Plants 1 & 3 Wellfield Expansion Project - Phase 1 Proj. No. 07-0037-UT	City of Clearwater 100 S. Myrtle Ave. Clearwater, FL 33756-4748 Tara Kivett, 727-562-4750	McKlim & Creed 1365 Hamlet Ave. Clearwater, FL 33756 Jeffrey Lowe, 727-442-7196	\$3,426,265	Complete	100%	Mar-11
Glades Utility Authority Material Integrity Testing of Pahokee DIW Pahokee, FL	Glades Utility Authority 39700 Hooker Hwy. Belgrade, FL 33430 Jim Siles, 561-801-6301	N/A	\$84,800	Complete	100%	Oct-09
Palm Beach County Floridan & Deep Injection Well Continuing Construction Contract WUD 08-051	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram 561-493-6000	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd West Palm Beach, FL 33413 Tom Uram, 561-493-6000	\$3,498,800	Complete	100%	Jul-11
PBC Wellfield Rehabilitation Continuing Construction Contract WUD 07-184 (WUD 08-023)	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	\$1,672,500	Complete	100%	Dec-11
Town of Lantana Raw Water Supply Well No. 11 & 12 Contract #1	Town of Lantana, Florida 500 Greyhounds Circle Lantana, FL 33462 561-540-5758	Mathews Consulting Inc. 1475 Centrepark Blvd. Suite 250 West Palm Beach, FL 33401 Rene Mathews 561-475-7561	\$631,500	Complete	100%	Jun-11

* * * * *

PROJECT NAME/LOCATION	PROJECT OWNER, ADDRESS, TELEPHONE NUMBER & REPRESENTATIVE	PROJECT ENGINEER & REPRESENTATIVE ADDRESS & TELEPHONE NUMBER	PROJECT VALUE	PROJECT STATUS	% COMPLETE	DATE COMPLETED
City of West Palm Beach Surficial Aquifer Exploratory Wells and Monitor Wells	City of West Palm Beach Public Utilities Department West Palm Beach, FL 33401	Mock, Roos & Associates, Inc. 5720 Corporate Way West Palm Beach, FL 33407	\$139,680	Complete	100%	Sep-11
Pinewoods WTP Raw Water Main Corkscrew WTP Wells & Water Main 16101 Allico Road FL Myers, FL 33931	Lee County Utilities 1500 Monroe Street Fort Myers, FL 33901 Douglas Meurer, 239-533-8181	MWH Constructors 16101 Allico Road FL Myers, FL 33913 Tom Machinski, 239-466-1075	\$5,797,223	Complete	100%	Mar-09
Palm Beach County System Wide Wellfield Improvements & ECRWWTF Monitoring Well Nos. 2 & 6 Wellheads Replacement Proj. No. WUD-05-041 8100 Forrest Hill Blvd.	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	CDM 1601 Belvedere Rd. Suite 211 West Palm Beach, FL 33406 Pat Gleason, 561-689-3336	\$6,723,827	Complete	100%	Apr-10
Burma Road & Lilac Street Wellfield Modifications Palm Beach County, Florida	Seacoast Utility Authority 4200 Hood Rd. Palm Beach Gardens, FL 33410 Wilbert Stewart, 561-627-2900	Arcadis Reese Macon & Assoc 6415 Lake Worth Road, Suite 307 Lake Worth, FL 33463-2907 Thomas C. Jensen, 561-433-3228	\$1,086,923	Complete	100%	Dec-08
PBC Wellfield Rehabilitation Continuing Construction Contract Nos. 05-084-WA-1 & 2	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	\$1,176,000	Complete	100%	Sep-07
City of Fort Myers 5 Floridan Raw Water Supply Wells 2751 Jacksonville Street Fort Myers, FL 33912	City of Fort Myers 2751 Jacksonville Street Fort Myers, FL 33912 Byron Weightman, 239-332-6876	CH2M Hill Constructors, Inc. 4350 W. Cypress Street Suite 600 Tampa, FL 33607 Kalus Watson, 239-947-2300	\$1,535,104	Complete	100%	Jun-07
City of Boynton Beach East Plant Expansion Test Wells and Aquifer Storage & Recovery Well	City of Boynton Beach 100 E Boynton Beach Blvd Boynton Beach, FL 33425 Chris Roshek, 561-742-6487	CH2MHill 800 Fairway Drive, Suite 350 Deerfield Beach, FL 33441 Garret Bulman, 954-428-4008	\$4,556,125	Complete	100%	Jun-07
Lake Region WTP Test Production Wells 4500 Bacom Point Rd. Project No. 03-169 Pahokee, FL 33476	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	CDM 9311 College Parkway FL Myers, FL 33919 Bob Maliva, 239-432-9494	\$3,481,340	Complete	100%	Jun-07
Old Palm Golf Community Hood Rd. Wellfield Expansion 11607 Central Boulevard Palm Beach Gardens, FL	WCI Communities, Inc. 1580 Sawgrass Corporate Pkwy. Suite 410 Sunrise, FL 33323 Motts Berry, 954-825-4659	Arcadis 2081 Vista Pkwy West Palm Beach, FL 33411 Tom Tessier, 561-697-7000	\$3,429,000	Complete	100%	May-07
City of Clewiston Public Works Complex Construction, Development & Testing of Two 15" Floridan Aquifer Production Wells	City of Clewiston 115 W Ventura Avenue Clewiston, FL 33440 Kevin McCarthy, 863-983-1454	CDM 9311 College Parkway West Palm Beach, FL 33411 FL Myers, FL 33919 Bob Maliva, 561-689-3336	\$1,841,513	Complete	100%	Sep-06
Palm Beach County Water WUD Project No. 01-182B WTP Nos. 2, 8 & 9 R. J. Sullivan Corp.	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	Palm Beach Co. Water Utilities Dept. 8100 Forrest Hill Blvd. West Palm Beach, FL 33413 Tom Uram, 561-493-6000	\$641,000	Complete	100%	Apr-06
Wells PBG #14, RR #9, and Raw Water Mains Palm Beach Gardens, FL	Seacoast Utility Authority 4200 Hood Rd. Palm Beach Gardens, FL 33410	LBPH, Inc. 3550 SW Corporate Pkwy. Palm City, FL 34980 Michael Pumentel, 772-286-3883	\$735,000	Complete	100%	Jul-05
Hood Rd. Wellfield 7 Replacement Wells Nos. HR-8, HR-9, HR-10, HR-11, HR-14, HR-16 Palm Beach Gardens, FL	Seacoast Utility Authority 4200 Hood Rd. Palm Beach Gardens, FL 33410 Wilbert Stewart, 561-627-2900	Arcadis 2081 Vista Pkwy West Palm Bch., FL 33411 Tom Tessier, 561-697-7000	\$738,220	Complete	100%	Jul-05
City of Fort Myers Raw Water Supply Wells & RO WTP Expansion 2751 Jacksonville Street Fort Myers, FL 33912	City of Fort Myers 2751 Jacksonville Street Fort Myers, FL 33912 Byron Weightman, 239-332-6876	CH2M Hill Constructors, Inc. 4350 W. Cypress Street, Suite 600 Tampa, FL 33607 Kalus Watson, 813-874-0777	\$1,099,552	Complete	100%	May-04

PROJECT NAME/LOCATION	PROJECT OWNER, ADDRESS, TELEPHONE NUMBER & REPRESENTATIVE	PROJECT ENGINEER & REPRESENTATIVE ADDRESS & TELEPHONE NUMBER	PROJECT VALUE	PROJECT STATUS	% COMPLETE	DATE COMPLETED
System Wide Wellfield Expansion Project No. 00-136 West Palm Beach, FL 33416	Palm Beach Co. Water Utilities Dept. 2065 Prairie Rd. West Palm Beach, FL 33416 Tom Uram, 561-493-6000	Palm Beach Co. Water Utilities Dept. 2065 Prairie Rd. West Palm Beach, FL 33416 Tom Uram, 561-493-6000	\$6,021,739	Complete	100%	Apr-04
Collier County South County Regional Water Treatment Plant 6-MGD Reverse Osmosis Expansion Naples, FL 34117	Collier County Utilities Department 3301 East Tamiami Trail Naples, FL 34112 Mohin Thamp, 239-530-5339	Collier County Utilities Department 3301 East Tamiami Trail Naples, FL 34112 Mohin Thamp, 239-530-5339	\$1,742,374	Complete	100%	Feb-04
WTP No. 9 Wellfield Rehabilitation Project No. 01-002	Palm Beach Co. Water Utilities Dept. 2065 Prairie Rd. West Palm Beach, FL 33416 Tom Uram, 561-493-6000	Montgomery Watson 2328 - 10th Av North Lake Worth, FL 33461 Neil Johnson, P.E., 813-221-1981	\$1,877,271	Complete	100%	Mar-03

*
* * *

* at least one (1) surficial aquifer raw water municipal production well in Broward, Miami-Dade and/or Palm Beach Co

** at least 1000 linear feet of water main piping greater than or equal to 8" in diameter

*** Contract amount in excess of \$3,000,000 (as Prime Contractor)

State of Florida License Water Well Contractor

Southwest Florida Water Management District

Certifies That

John B. Ziegler

**HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA**

LICENSE NUMBER: 9451

September 28, 2011

License Issue date

Well Construction Regulation

Brooksville Regulation Department

State of Florida License Water Well Contractor

Southwest Florida Water Management District

Certifies That

William B. Ziegler

*HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA*

LICENSE NUMBER: 9078

*2011-2013
License Period*

*Well Construction Regulation
Brooksville Regulation Department*

State of Florida License Water Well Contractor

Southwest Florida Water Management District

Certifies That

William C Ziegler

*HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA*

LICENSE NUMBER: 1232

*2011-2013
License Period*

*Well Construction Regulation
Brooksville Regulation Department*

AG# 5023107

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10070300156

DATE	BATCH NUMBER	LICENSE NBR
07/03/2010	108001315	CGC1508910

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

ESPINAL, FERNANDO AUGUSTO
 SOUTHEAST DRILLING SERVICES INC
 PO BOX 2764
 LUTZ FL 33548

CHARLIE CRIST
 GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
 INTERIM SECRETARY

State of Florida
Board of Professional Engineers



William Bart Ziegler, P.E.

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES
EXPIRATION: 2/28/2013
AUDIT NO: 228201314091

45438

COMPANY NAME: Rowe Drilling Company, Inc.						
Line Number	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F11 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	LS	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$27,000.00	\$27,000.00	
3	General Requirements (Permits / Administrative Costs)	1	LS	\$2,500.00	\$2,500.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal / Install)	1	LS	\$5,000.00	\$5,000.00	
5	Disconnect / Remove Pump and Column Pipe	1	LS	\$3,500.00	\$3,500.00	
6	Geophysical Logging	1	LS	\$6,500.00	\$6,500.00	
7	Video Logging	1	LS	\$2,500.00	\$2,500.00	
8	Remove and Install Discharge Line	200	FT	\$150.00	\$30,000.00	
9	Inflatable Packer Test with Water Quality Analysis	4	EA	\$17,000.00	\$68,000.00	
10	Packer Test Interval Adjustment	4	EA	\$5,000.00	\$20,000.00	
11	Cement Grout - Installed	25	CY	\$700.00	\$17,500.00	
12	Gravel and Sand - Installed	3	CY	\$250.00	\$750.00	
13	Well Development	20	HRS	\$300.00	\$6,000.00	
14	Disinfection	1	LS	\$2,500.00	\$2,500.00	
15	Site Restoration (Grading and Sod)	1	LS	\$2,500.00	\$2,500.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	LS	\$3,500.00	\$3,500.00	
17	Acidization of Well F11	1	LS	\$75,000.00	\$75,000.00	
18	Test Pump for Geophysical Logging	1	LS	\$6,000.00	\$6,000.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29	Base Bid Total				\$278,760.00	
Estimated Calendar day to Complete Well F11					65	Days

Production Well Testing and Rehabilitation
E-Bid #20120092

COMPANY NAME:						
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	
Base Bid Well F6 Testing and Rehab						
1	Indemnification of Owner and Engineer	1	L.S.	\$10.00	\$10.00	
2	Mobilization, Demobilization, Bonds, and Insurance	1	L.S.	\$27,000.00	\$27,000.00	
3	General Requirements (Permits / Administrative Costs)	1	L.S.	\$2,500.00	\$2,500.00	
4	Site Preparation and Restoration (Fence and Pump House Panel Removal/Install)	1	L.S.	\$5,000.00	\$5,000.00	
5	Disconnect / Remove Pump and Column Pipe	1	L.S.	\$3,500.00	\$3,500.00	
6	Geophysical Logging	1	L.S.	\$6,500.00	\$6,500.00	
7	Video Logging	1	L.S.	\$2,500.00	\$2,500.00	
8	Remove and Install Discharge Line	500	FT	\$100.00	\$50,000.00	
9	Inflatable Packer Test with Water Quality Analysis	4	E.A.	\$17,000.00	\$68,000.00	
10	Packer Test Interval Adjustment	4	E.A.	\$5,000.00	\$20,000.00	
11	Cement Grout - Installed	25	CY	\$700.00	\$17,500.00	
12	Gravel and Sand - Installed	3	CY	\$250.00	\$750.00	
13	Well Development	20	HRS	\$300.00	\$6,000.00	
14	Disinfection	1	L.S.	\$2,500.00	\$2,500.00	
15	Site Restoration (Grading and Sod)	1	L.S.	\$2,500.00	\$2,500.00	
16	Reconnect / Install Pump and Column Pipe and Recertify	1	L.S.	\$3,500.00	\$3,500.00	
17	Acidization of Well F6	1	L.S.	\$75,000.00	\$75,000.00	
18	Test Pump for Geophysical Logging	1	L.S.	\$6,000.00	\$6,000.00	
19				\$0.00	\$0.00	
20				\$0.00	\$0.00	
21				\$0.00	\$0.00	
22				\$0.00	\$0.00	
23				\$0.00	\$0.00	
24				\$0.00	\$0.00	
25				\$0.00	\$0.00	
26				\$0.00	\$0.00	
27				\$0.00	\$0.00	
28				\$0.00	\$0.00	
29				\$0.00	\$0.00	
Base Bid Total						\$298,760.00
Estimated Calendar Days to Complete Well F6			73	Days		

Production Well Testing and Rehabilitation
E-Bid #20120092

Total for F11 and F6 \$577,520.00

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2012

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).

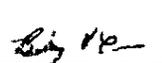
PRODUCER BB&T-Landrum Yaeger 3375-B Capital Circle, NE PO Box 14099 Tallahassee, FL 32317	CONTACT NAME: PHONE (A/C, No, Ext): 850 386-2143 FAX (A/C, No): 888-328-1326 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Travelers Excess and Surplus Li</td> <td>29696</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Company</td> <td>10385</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Travelers Excess and Surplus Li	29696	INSURER C: FFVA Mutual Insurance Company	10385	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Company	19682														
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INSURER C: FFVA Mutual Insurance Company	10385														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Rowe Drilling Company, Inc. P. O. Drawer 1389 Tallahassee, FL 32302															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	22UUVTB6767	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	22UUVTB6767	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	ZUP10R9021312NF	05/25/2012	04/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N N/A	WC84000218452012A	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rent Equip		22UUVTB6767	04/01/2012	04/01/2013	275,000 occ/500,000 agg
A	Pollution Liabili		22UUVTB6767	04/01/2012	04/01/2013	100,000

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

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

E-Bid Reply Sheet
Bid # 20120092
Production Well Testing and Rehabilitation

1. **COMPANY NAME:** Rowe Drilling Company, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 2715 Parkway Street, Lakeland, FL 33811

MAILING ADDRESS: PO Drawer 1389

CITY, STATE, ZIP CODE: Tallahassee, FL 32302

TELEPHONE NUMBER: (863) 984-3100 FAX NO. (863) 984-3110

CONTACT PERSON: Norman R. Moon, Jr. E-MAIL: roddy@rowedrilling.com

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

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

H. Lamar Rowe

President

Richard U. Rowe

Vice President

Jack A. Rowe

Treasurer

How long in present business: 66 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? _____

2.1 References:

List three (3) individuals or corporations for which you have performed work for in the last three (3) years that may be used as references. Please include company name, e-mail address, and phone number.

1. AMEC Kamtech oneal.murphy@amec.com 678-982-6798
Company name E-mail address Phone number

2. CDM Smith MillsJM@cdmsmith.com 407-660-6357
Company name E-mail address Phone number

3. SWFWMD Kevin.Stover@swfwmd.state.fl.us 352-796-7211
Company name E-mail address Phone number

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

Addendum Number	Date Issued
1	10/19/12
2	10/22/12
3	10/24/12

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: _____ N A _____ %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ _____ 278,760 _____

5.4 Bid Reply Sheet Base Bid Total from Schedule "B": \$ _____ 298,760 _____

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet and completed electronically by Bidders and submitted with bid packet. Award will be based on the total from line 29 for Well F11 and total of line 29 for Well F6 that represents the best value to the City.

*** SEE FOLLOWING PAGE FOR SAMPLE E-BID REPLY SPREADSHEET***

Production Well Testing and Rehabilitation

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

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

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

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

9. CERTIFICATION

This bid is submitted by: Name (print) Norman R. Moon, Jr. 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.

Norman R. Moon, Jr. 10/31/2012
Signature Date

10. Is Bidder related to any City Employee? No

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

Norman R. Moon, Jr. District Manager
Signature Title

For OMB Use Only	
Reference Checked	
Clerk Checked	

Production Well Testing and Rehabilitation
E-Bid #20120092

Total for F11 and F6 \$577,520.00

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Rowe Drilling Company, Inc. does:
(Name of Business)

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

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

Norman R. Moon, Jr.

Bidder's Signature

10/31/2012

Date

State of Florida License Water Well Contractor

**Southwest Florida Water
Management District**

Certifies That

Norman R Moon Jr

*HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA*

LICENSE NUMBER: 9037

2011-2013

License Period

Well Construction Regulation

Brooksville Regulation Department

CHECKLIST
E-Bid #20120092

Production Well Testing and Rehabilitation

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

- Bid Reply Sheet with proper signature.
- Drug Free Workplace Form.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.24.1.
- Copy of Insurance Certificate in accordance with Section.
- Copy or all required licenses and certification.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Copy of E-bid Bond attached.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rowe Drilling Company, Inc.

2715 Parkway Street, Lakeland, FL 33811

as Principal, hereinafter called the Principal, and Western Surety Company

3375-B Capital Circle, NE, Tallahassee, FL 32308

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

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

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

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

Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for Production Well Testing and Rehabilitation

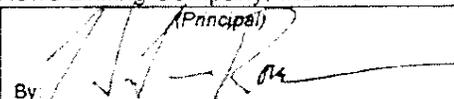
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

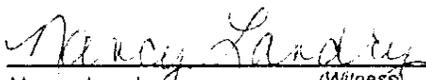
Signed and sealed this 31st day of October, 2012



THERESA PHILLIPS (Witness)

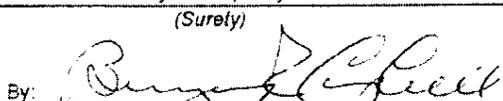
Rowe Drilling Company, Inc.

By:  _____ (Principal) (Seal)
H. LAMAR ROWE, PRESIDENT (Title)



Nancy Landry (Witness)

Western Surety Company

By:  _____ (Surety) (Seal)
Attorney-in-Fact Benjamin R. Campbell (Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William R Vanlandingham, Benjamin R Campbell, Ewell Scott Jay, Individually

of Tallahassee, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of March, 2009.



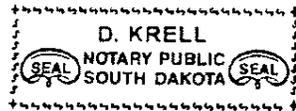
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of March, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of OCTOBER 2012



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Rowe Drilling Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 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) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2715 Parkway Street
City, state, and ZIP code
Lakeland, FL 33811

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

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

5	9	-	1	2	6	1	7	1	0
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here Signature of U.S. person ▶ *Kathryn L. Rowe* Date ▶ **11/07/2011**

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

STATEMENT OF NO E-BID
Production Well Testing and Rehabilitation

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

Bid: # 20120092

Bid Title: Production Well Testing and Rehabilitation

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

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

Remarks: _____

Company Name: Layne Christensen Company Telephone: (239) 275-1029

Division: _____

Address: 5061 Lockett Road
Fort Myers, Florida 33905

Signature: 

Date: October 30, 2012