



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K
Meeting Date: 12/12/16

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager *fb*
James Angstadt, P.E., Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Jason Bezak, Procurement Management Department

Agenda Item: Motion: E-Bid # 20160176 Furnish & Install Sod

Submittal Date: 12/1/2016

STRATEGIC PLAN LINK: Vision 2030, Principle B, Beautiful City, Means #1, "Well designed, well maintained parks, public spaces and stormwater areas".

BACKGROUND: The City of Port St. Lucie uses approximately eight-hundred thousand (800,000) square feet of sod per year for the City's medians, roadsides, highways, water drainage areas and multiple other projects to preserve and maintain Port St. Lucie as a beautiful city for all ages.

An E-Bid was issued on October 29, 2016 to one thousand three hundred and seven (1,307) potential suppliers with eighteen (18) downloading the bid documents and being listed as plan holders. The E-Bid was opened on November 28, 2016 with three (3) firms submitting a proposal and one firm deemed non-responsive.

ANALYSIS: Staff reviewed the proposals and find Nature's Keeper, Inc. meets City Standards and provides the best value to the City.

FINANCIAL INFORMATION: Parks & Recreation General Fund, Public Works Operating Fund and Utilities Operating Fund/ Other Contractual Services.

LEGAL INFORMATION: Reviewed by Ella Gilbert on 11/1/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of award and Contract # 20160176 Furnish & Install Sod with Nature's Keeper, Inc. for the unit prices submitted on Schedule A, plus a one-time \$10.00 Indemnification Fee. The Contract period will be twenty-four (24) months with an option to renew for an additional twenty-four (24) month period. Estimated expenditures will be as budget allows without future council approval.

SPECIAL CONSIDERATION: Nature's Keeper, Inc. has been a primary vendor for sod services for the City since approximately 2003 and has provided the City excellent service.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/12/2016

LOCATION OF PROJECT: Entire City of Port St. Lucie.

ATTACHMENTS: Contract, Bid Tabulation Report, Winning Proposal, E-Bid, Addenda, Sign-In Sheets, Unsuccessful Proposals.

**CITY OF PORT SAINT LUCIE
CONTRACT #20160176**

This CONTRACT, executed this _____ day of _____, 20__, 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 *Nature's Keeper, Inc.*, 3795 Sneed Road, Fort Pierce, Fl, 34945, Telephone No. (772) 467-1230, Fax No. (772) 467-8923, hereinafter called "Contractor", party of the second part.

RECITALS

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

**SECTION I
NOTICES**

City Project Manager: Mike Davis, Manager, Public Works Division
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5120
Email: mdavis@cityofpsl.com

City Contract Administrator: Jason Bezak
Procurement Management, Buyer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5224
Email: jbezak@cityofpsl.com

Contractor: Stewart Feketa, Vice President
Nature's Keeper, Inc.
3795 Sneed Road
Fort Pierce, FL, 34945
Telephone: 772-467-1230
Fax: 772-467-8923
Email: Stewart@Natures-Keeper.com

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160176, and all agenda, are made part of this Contract to Furnish and Install Sod for the City of Port Saint Lucie.

1. Specifications and Quality of Sod

General: Sod shall have been mowed at least three (3) times with an approved lawn mower with final mowing not more than seven (7) days before the sod is cut. The typical estimated quantity of sod required each month ranges from 70,000 square feet to 100,000 square feet and is used on City projects including but not limited to swale liner installation, drainage right-of-way maintenance, culvert replacement, utility repairs, and projects on City owned properties and right-of-ways. These quantities are approximate only and neither the minimum nor maximum values provided are guaranteed. The City does not assume any responsibility that the actual quantities furnished shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

Infestation: All sod shall be free of any detrimental infestation (i.e. mole crickets, mold, army worms, parasites, red ants, etc.). Sod shall also be free from fungus, vermin and other diseases. Floratam sod and Certified 419 Bermuda sod shall be free from any weeds. Floratam sod or Certified 419 Bermuda Sod delivered or installed with any weeds will be rejected. The Contractor shall be responsible to remove all rejected Sod at their own expense and provide prompt replacement or punctual credit as desired by the City. Sod found to contain infestations and/or diseases prior to installation shall be rejected and replaced at the Contractor's expense. Sod found to contain infestations during the inspection following installation shall, at City's option, shall be chemically treated or replaced at Contractor's expense.

Sod Type: Unless a particular type of sod is called for in the release of desired materials, sod shall be Bahia. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, other types of sod may be specified by the City Representative including Floratam, Centipede, or Certified 419 Bermuda.

Dimensions: All sod delivered to a location shall be evenly cut and of uniform thickness and size. An acceptable size shall be rectangles measuring 16" x 24" or larger. Grass roots shall be adequately developed and matted, and soil containing grass shall have adequate moisture to allow sod to be handled without objectionable separation during installation. Rolled sod must be at least 16" inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1 ¼ inches thick including a ¾ inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained in the sod shall be certified by the manufacturer to be bio-degradable within a period

of three (3) months from installation. Any netting regardless of being bio-degradable will be removed during installation on all sports fields.

Quality Control: The City retains the right to reject sod which has grown together, falls apart upon handling, is dry, is inconsistent in thickness/size/density/color, or is deemed unsuitable or unlayable. The Contractor shall be responsible to remove all rejected Sod at their own expense and provide prompt replacement or punctual credit as desired by the City. Floratam sod and Certified 419 Bermuda sod is to be of top quality, preferably from a muck field with **no weeds** or foreign infestation. Quality complaints will be addressed by the Contractor within three (3) days. The City retains the right to require replacement of poor quality installed sod or fertilization in approved cases.

- **Sod Quality:** The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling.
- It shall be planted within 48 hours after being cut and kept moist from the time it is cut until planted. No sod which has been cut more than 48 hours may be used unless specifically authorized by the City Representative. A letter of certification from the turf contractor as to when the sod was cut and what type shall be provided to the City Representative upon delivery of the sod to the job site.
- **Sod Farm:** Contractors shall be aware the City reserves the right to inspect the sod farm where the Contractor proposes to procure sod. The City also reserves the right to determine if the sod proposed is acceptable and is certified as the correct species.

2. Contract Supervisor on behalf of the Contractor

Contractors are advised that they are responsible for designating a Contract Supervisor acceptable to the City for collaboration of all sod installations. Contractors will be required to list their Contract Supervisor's name and years of experience with this type of work.

3. Specifications of Sod Installation

Installation: When installation is required, installation shall be completed in the following manner:

- The setting pieces shall be staggered in such a manner as to avoid continuous seams with no over lapping. Sod shall be carefully placed by hand, edge-to-edge in rows at right angles to the slope, commencing at the base of the area to be sodded and working upward. However, extremely wet areas may require flexibility in this installation method. Sod shall be applied without leaving separations or voids between pieces.
- In addition to providing an attractive finished appearance, sod will be laid in a manner which will minimize erosion.

- Rolling of sodded surfaces will only be done when requested by the City. When Rolling is requested, the following operation shall provide a true and even surface and insure knitting without displacement of sod and/or deformation of the surfaces.
- Contractor shall be responsible to supply a Delivery Ticket to the City Representative if material is delivered for installation by City Personnel.
- Contractor shall be responsible to supply a Notice of Performance and a Delivery Ticket to the City department supplied within two (2) hours after sod is laid, when sod is installed by Contractor's personnel. Each department will assume responsibility for watering sod after documentation is received unless the watering option is specifically requested by the City representative.
- The City reserves the right to terminate any Contract after three (3) written notices of performance deficiency have been issued. **Note:** Section XIII for further explanation.

Watering: Watering of sodded surfaces will only be done when requested by the City. When watering is required as determined by the City, it shall be completed in the following manner:

- Watering shall be done until sod is properly rooted. The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State, and local requirements. Watering frequency is at the discretion of the Contractor.
- Watering of sodded surfaces will only be completed when requested by the City representative and shall be quoted as an optional extra in the Bid Reply Sheet.
- Contractor shall be responsible to replace any sod that dies as a result of not being properly maintained.

Delivery: Contractor shall be responsible to deliver sod on pallets.

- Pallets will be removed from delivering vehicle by Contractor and placed on the job site at the locations designated by each Department. Equipment, labor, and supervision necessary to insure safe and proper placement of pallets is the Contractor's responsibility.
- Releases for required material and services will be communicated to the Contractor by facsimile, email, as materials are required. The request will be a Purchase Order or Visa Order. Contractor must deliver and install sod within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of a facsimile/email/phone release from the City Representative.

- When time permits, the City Representative may allow the Contractor more notice than what is stated in the preceding paragraph. However, once a delivery requirement is communicated to the Contractor, the Contractor will be responsible to perform within the time frame specified. The Contractor must have adequate sources of supply to insure that any temporary inaccessibility of any Contractors source will not cause an interruption to delivery.
- Sod which is not delivered and/or installed within the specified time may, at the City's option, be procured from an alternate source and all costs associated with the procurement including but not limited to the cost of sod, installation and any other cost incurred by the City shall be paid by the Contractor. In the event that untimely delivery and placement of sod results in the need for reworking and/or re-grading of the location, the contractor shall be invoiced for the cost of the time and materials incurred for the rework and/or re-grading.
- At any time, when inclement weather, equipment break downs or other unforeseen circumstances, cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City Representative of said circumstance as quickly as the Contractor becomes aware of the problem. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in these Specifications, but will be considered by the City when weighing appropriate action.
- Upon completion of the work, all debris, pallets, etc. shall be removed from the site. Any paved areas, including driveways and streets, shall be thoroughly swept.

HOURS OF SERVICE

Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm Monday thru 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.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate twenty four (24) months thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor

agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION IV RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional twenty four (24) month period.

Note: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per project basis for the unit prices identified on Schedule "A", plus a one-time ten dollar (\$10.00) payment for indemnification as provided in Section VIII herein.

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

Invoices for services shall be submitted upon completion of the project, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

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

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 asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or visa order #, Contract number, and release of liens.

Contractor shall be responsible to supply a delivery ticket to the City Representative if material is delivered for installation by City personnel.

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

All payments not made within the time specified shall bear interest from 30 calendar days after the due date at the rate of 0.5% per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII 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 Procurement Management Department 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 VIII 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 act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the

performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and 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 shall be provided. Coverage shall 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 CG2026). 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 shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurer's clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 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 shall be provided. Coverage shall apply on a primary basis.

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 municipality of the State of Florida, its officers, agents and employees as Additional Insured 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, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160176 – Furnish and Install Sod shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, 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 either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

A 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 annulment of the award.

The Contractor shall be responsible to arrange for chemical treatment if City selects this option. Chemical treatment or replacement shall be completed within three (3) working days of inspection. In the event chemical treatment of sod is needed, pollution liability insurance would be required. Contractor shall provide pollution liability to include the transportation and application of chemicals used in the scope of their business operations in units not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of PSL shall be listed as an AI on said policies.

Payment & Performance Bonds – N/A

**SECTION IX
ACTS OF GOD**

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

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

**SECTION X
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 XI COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

SECTION XII CLEANING UP

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

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

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement- Should any defect appear during the warranty period, the Contractor(s) shall, at their own 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 fourteen (14) calendar days after receipt of notification from the City of the defect.

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

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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

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.

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor 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 Contractor from other remedies.

City's Public Relations Image - The Contractor'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 Contractor 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.

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

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor 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 Contractor 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.

Cooperative Purchasing Agreement- This contract 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 and other public agencies. Contractors 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 Contractor.

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

Permission to Use- the Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations- the Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment- the Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling– All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

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

Erosion and Sediment Control– the Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources– the Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation– No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions- the Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work- The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen- the Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments- the Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages- the Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property- the Contractor 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 Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

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.

Safety Data Sheets - Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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, reflective vests and any other PPE as necessary for the work.

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

OSHA Compliance – Contractor 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.

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 for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and

prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City One Hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION 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
ENTIRE CONTRACT**

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Director, Procurement Management Department

By: _____
Authorized Representative of Nature's Keeper

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(Seal)

Schedule "A"

Line No.	Description	Unit	Unit Price
1	Bahia Sod (Furnish and Install)	SF	\$0.19
2	Bahia Sod (Furnish only)	SF	\$0.15
3	Floritam Sod (Furnish and Install)	SF	\$0.32
4	Floritam Sod (Furnish only)	SF	\$0.24
5	Certified 419 Bermuda Sod (Furnished only)	SF	\$0.48
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	\$0.56
Total Base Bid:			
<u>Additional Unit Pricing</u>			
7	Bahia Sod Rolling	SF	\$0.02
8	Certified 419 Bermuda Sod Rolling	SF	\$0.02
9	Floritam Sod Rolling	SF	\$0.02
10	Watering	1000 gallons	\$36.00
<u>Hydroseed</u>			
11	Hydro-mulch @ 1000 Lbs./ acre	AC	\$871.20
12	Bahia Seed @ 80 Lbs./Acre	AC	\$755.60
13	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	\$515.60
<u>Bermuda Hydroseed</u>			
14	Hydro Mulch @1000 Lbs./Acre	AC	\$871.20
15	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	\$915.60
<u>Overseeding</u>			
16	Bahia Seed/ Broadcast Seeder @ 40 Lbs./Acre	AC	\$871.20
17	Bahia Seed/ Driller Seeder @ 40 Lbs./Acre	AC	\$871.20
18	Cover Crop/ Broadcast Seeder @ 80 Lbs./Acre	AC	\$653.40
19	Cover Crop/ Driller Seeder @ 80 Lbs./Acre	AC	\$653.40

BID TABULATION
E-BID #20160176
FURNISH AND INSTALL SOD
OPENED: 11/28/2016 @ 2:00:00 P.M.

Line No.	Description	Unit	Annual Estimated Quantity	Nature's Keeper Inc.		Sunshine Land Design	
				Unit Price	Total Price	Unit Price	Total Price
1	Bahia Sod (Furnish and Install)	SF	700,000	\$0.19	\$133,000.00	\$0.32	\$224,000.00
2	Bahia Sod (Furnish only)	SF	15,000	\$0.15	\$2,250.00	\$0.21	\$3,150.00
3	Floratom Sod (Furnish and Install)	SF	300,000	\$0.32	\$96,000.00	\$0.44	\$132,000.00
4	Floratom Sod (Furnish only)	SF	7,000	\$0.24	\$1,680.00	\$0.33	\$2,310.00
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000	\$0.48	\$4,320.00	\$0.37	\$3,330.00
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000	\$0.56	\$28,000.00	\$0.48	\$24,000.00
Total Base Bid:					\$265,250.00		\$388,790.00
Additional Unit Pricing							
7	Bahia Sod Rolling	SF	500	\$0.02	\$10.00	\$0.10	\$50.00
8	Certified 419 Bermuda Sod Rolling	SF	500	\$0.02	\$10.00	\$0.10	\$50.00
9	Floratom Sod Rolling	SF	500	\$0.02	\$10.00	\$0.10	\$50.00
10	Watering	1000 gallons	1	\$36.00	\$36.00	\$50.00	\$50.00
Hydroseed							
11	Hydro-mulch @ 1000 Lbs./ acre	AC	1	\$871.20	\$871.20	\$1,307.00	\$1,307.00
12	Bahia Seed @ 80 Lbs./Acre	AC	1	\$755.60	\$755.60	\$1,307.00	\$1,307.00
13	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acr	AC	1	\$515.60	\$515.60	\$1,307.00	\$1,307.00
Bermuda Hydroseed							
14	Hydro Mulch @1000 Lbs./Acre	AC	1	\$871.20	\$871.20	\$1,307.00	\$1,307.00
15	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	1	\$915.60	\$915.60	\$2,178.00	\$2,178.00
Overseeding							
16	Bahia Seed/ Broadcast Seeder @ 40 Lbs./Acre	AC	2	\$871.20	\$1,742.40	\$150.00	\$300.00
17	Bahia Seed/ Driller Seeder @ 40 Lbs./Acre	AC	2	\$871.20	\$1,742.40	\$350.00	\$700.00
18	Cover Crop/ Broadcast Seeder @ 80 Lbs./Acre	AC	2	\$653.40	\$1,306.80	\$150.00	\$300.00
19	Cover Crop/ Driller Seeder @ 80 Lbs./Acre	AC	2	\$653.40	\$1,306.80	\$350.00	\$700.00

**BID TABULATION
E-BID #20160176
FURNISH AND INSTALL SOD
OPENED: 11/28/2016 @ 2:00:00 P.M.**

<u>Submitted Documents:</u>	Nature's Keeper Inc.	Sunshine Land Design
Total Base Bid:	\$265,250.00	\$388,790.00
Takes Visa:	Yes	No
Minority Business	Yes	No
How Long in Business	30 Years	32 Years
How many employees living on the Treasure Coast	32	100
How many employees do you have available for this contract	12	15
Claiming Local Preference	Yes	Yes
Bid Reply	Yes	Yes
Checklist	Yes	Yes
Questionnaire	Yes	Yes
Drug Free Workplace Form	Yes	Yes
Current Certificate of Insurance	Yes	Yes
License to do Described Work	Yes	Yes
E-Bid Reply Excel Spreadsheet	Yes	Yes
E-Bid Bond	Yes	Yes
Vendor Code of Ethics	Yes	Yes
W-9 Form	Yes	Yes
Accepted City's Terms and Conditions	Yes	Yes

Bids Received:	3
Planholders:	18
Suppliers Notified:	1305
Supplemental Suppliers:	2

Non-Responsive Bidders:
Gardners Elite Lawn Maintenance

Furnish and Install Sod

E-Bid Reply Sheet/Questionnaire # 20160176
Furnish and Install Sod

1. **COMPANY NAME:** Natures Keeper
DIVISION OF: _____
PHYSICAL ADDRESS: 3795 Sneed Road
MAILING ADDRESS: 3795 Sneed Road
CITY, STATE, ZIP CODE: Fort Pierce, FL 34945
TELEPHONE NUMBER: () 772-467-1230 FAX NO. () 772-467-8923
CONTACT PERSON: Stewart Feketa E-MAIL: Stewart@Natures-Keeper.com

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

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

Roberta West
President

Stewart Feketa and Krysten Bieger
Vice President

Krysten Bieger
Treasurer

How long in present business: 30 Years How long at present location: 17 Years

Is firm a minority business? Yes (X) No ()

Does firm have a drug-free workplace program? Yes (X) No ()
If no, is your company planning to implement such a program? _____

How many employees are living in the Treasure Coast Area? 32- ALL

How many employees do you have available for this contract? 12

Is this firm claiming Local Preference under City ordinance 35.12? Yes (X) No ()

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

Addendum Number	Date Issued
-----------------	-------------

Furnish and Install Sod

#1	10/28/16
#2	11/01/16
#3 & 4	11/16/16

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: 0.00 %
Please Note: The City has implemented a Purchasing Card Program. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Bid Reply Total from Schedule "A" on Lines #1-6: \$ 265,250.00
(This figure must match the E-Bid Reply Excel Spreadsheet #20160176 and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet #20160176 uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet/ Questionnaire #20160176 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet #20160176 that is uploaded at time of submittal.)

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

Line No.	Description	Unit	Annual Estimated Quantity
1	Bahia Sod (Furnish and Install)	SF	700,000
2	Bahia Sod (Furnish only)	SF	15,000
3	Floritam Sod (Furnish and Install)	SF	300,000
4	Floritam Sod (Furnish only)	SF	7,000
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000
Additional Unit Pricing			
7	Hammock Centipede Sod (Furnish and Install only)	SF	⁵⁰⁰ **Removed Item Addendum #1
8	Hammock Centipede Sod (Furnish only)	SF	⁵⁰⁰ ** Removed Item Addendum #1
9	Bahia Sod Rolling	SF	500
10	Hammock Centipede Sod Rolling	SF	⁵⁰⁰ ** Removed Item Addendum #1

Furnish and Install Sod

11	Certified 419 Bermuda Sod Rolling	SF	500
12	Floritam Sod Rolling	SF	500
13	Watering	1000 gallons	1
14	Hydroseed		
15	Hydro-mulch @ 1000 Lbs./ acre	AC	1
16	Bahia Seed @ 80 Lbs./Acre	AC	1
17	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	1
18	Bermuda Hydroseed		
19	Hydro Mulch @1000 Lbs./Acre	AC	1
20	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	1
21	Overseeding		
22	Bahia Seed @ 40 Lbs./Acre	AC	1
23	Cover Crop @ 80 Lbs./Acre	AC	1

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities 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 shall be 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 separated item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City’s opinion such a split is in the best interest of the City.

The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.

6. INSURANCE CERTIFICATES LICENSE- Bidders are required, 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 ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

Furnish and Install Sod

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Include all license that allows them to perform the work. Insert additional lines if necessary.

No Subcontractors

10. List three (3) Furnish and Install Sod projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, and value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: St. Lucie County Supply and Install Sod

Description: Supply and Install Sod

Location: Various Locations thru out St. Lucie County

Date of Completion: 11/24/16

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number & Email: St. Lucie County, Burt Saleedy 772-216-6181- SaleedyB@stlucieco.org

Value of Total Contract: \$150,619.52

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: C-40 Canal

Description: Furnish and Install Sod

Location: Glades County

Date of Completion: 9/14/2016

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number & Email: South Florida Water Management - Ronald Gonzalez- 863-462-5280

Furnish and Install Sod

Value of Total Contract:	\$272,080.00
Firm's Percentage of Total Contract:	100%
Number of Change Orders:	1
Value of Change Orders: \$	30,250.11
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

Project Number 3

Project Name: St. Andre Blvd.
Description : Supply and Install Sod

Location: St. Andre Blvd. , Palm Bay, FL

Date of Completion: 11/04/2018

Prime Contractor or Subcontractor: Subcontractor

Client Name, Phone Number & Email: DP Construction, Jim Greene-#954-972-5086- Jim@dpdevelopment.net

Value of Total Contract:	\$85,910.40
Firm's Percentage of Total Contract:	100%
Number of Change Orders:	0
Value of Change Orders:	0
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

10. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, explain:

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest:

NONE

(N/A is not an acceptable answer- insert lines if needed)

Furnish and Install Sod

12. List any judgements from lawsuits in the last five (5) years:

NONE

(N/A is not an acceptable answer- insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

NONE

(N/A is not an acceptable answer- insert lines if needed)

11. CERTIFICATION

This bid is submitted by: I (print) Roberta West am 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.

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

Roberta West Signature President Title

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

(Balance of page left intentionally blank)

Furnish and Install Sod

CHECKLIST
E-BID #20160176
Furnish and Install Sod

Name of Bidder: Natures Keeper

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.

- x E-Bid Reply Sheet/ Questionnaire #20160176 with proper signatures upload to DemandStar
- x \$500.00 Bid Surety uploaded to DemandStar and mailed in within five (5) business days after the Opening or the bid may be considered non-responsive.
- x Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents Uploaded to DemandStar.
- x Copy of all required licenses and certifications to do work in the City of Port St. Lucie Uploaded to DemandStar.
- x Drug-Free Workplace Form uploaded to DemandStar
- x Required forms: Vendor Code of Ethics. All forms are to be uploaded to DemandStar
- x Required W-9 as per Section 1.13 uploaded to DemandStar
- x Copy of the Checklist uploaded to DemandStar
- x Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- x Have reviewed the Contract and accept all City Terms and Conditions
- x All pricing has been mathematically reviewed and all corrections have been initialed
- x All price extensions and totals have been thoroughly checked
- x Upload Excel Bid Reply Spreadsheet #20160176 in Excel Format

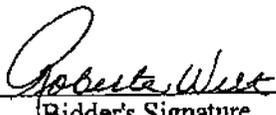
THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Natures Keeper 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
Nov-15, 2014

Date

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Nature's Keeper, Inc.
(Here insert full name and address or legal title of Contractor)

3795 Sneed Road, Fort Pierce, FL 34945

as Principal, hereinafter called the Principal, and United Fire & Casualty Company
(Here insert full name and address or legal title of Surety)

PO Box 73909, Cedar Rapids, IA 52407-3909

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

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)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099

as Oblige, hereinafter called the Oblige, in the sum of Five Hundred Dollars

Dollars (\$ ---\$500.00---),

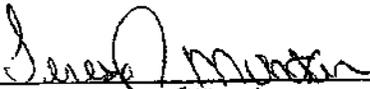
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Bid No. 20160176, Furnish and Install Sod, Port St. Lucie, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 28th day of November 2016



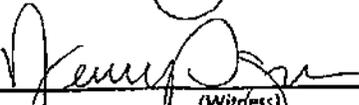
(Witness)

Nature's Keeper, Inc. 

(Principal) (Seal)

VICE PRESIDENT

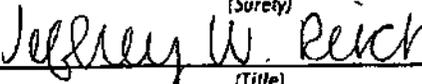
(Title)



(Witness)
Jenna Pagan, Witness

United Fire & Casualty Company

(Surety) (Seal)



(Title)

Jeffrey W. Reich, Attorney-in-Fact
and Florida Licensed Resident Agent



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KIM E. NIVOR, JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. BURHAM, OR GLORIA A. RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL EDLEY, OR GLENN ARVANITIS, OR SONJA AMANDA FLOREE HARRIS, ALL INDIVIDUALLY of MAITLAND FL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013.

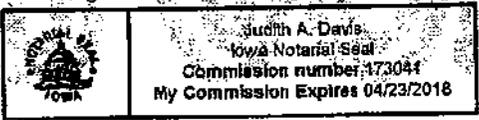
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richman Vice President



State of Iowa, County of Linn, ss:
 On 11th day of October, 2013, before me personally came Dennis J. Richman

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 28th day of NOVEMBER, 20 10.



By: David A. Lange
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

Furnish and Install Sod



VENDOR CODE OF ETHICS

E-BID #20160176
Furnish and Install Sod

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Natures Keeper
 Signature Roberta West
 Printed Name and Title Roberta West
 Date 11/22/16

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

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)
Nature's Keeper Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
3795 Sneed Road

City, state, and ZIP code
Fort Pierce, FL 34945

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.

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

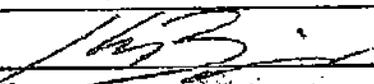
Social security number								
			-			-		
Employer identification number								
6	5	-	0	3	1	3	3	9
0								

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 ▶  Date ▶ **11-2-16**

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.

Notes. 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.

NOTEPAD:HOLDER CODE CITYPSL
INSURED'S NAME Nature's Keeper, Inc.NATUR-3
OP ID: LOPAGE 2
Date 10/31/2016

per Blanket Additional Insured form 55373 01/07 including, products and Completed operations but only if required by written contract or agreement. Also per form 55181 12/04 Designated Person or Organization Additional Insured. The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form 79001 (03/99) Section II.1.a.4. & form 89304 Automatic Designated Insured Blanket Additional Insured & 89303 Waiver of Subrogation on Auto. Certificate Holder is also included as Additional Insured on the Business Auto policy per above, but only if required by written contract or agreement. Per Project Aggregate Applies regarding the General Liability coverage per General Liability form. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability form and the Commercial Automobile Policy. The General Liability coverage is primary and non-contributory per form, if required by written contract or written agreement. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form but only if required by written contract.

Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy.
*30 Days notice of cancellation, Except 10 days for non-payment.

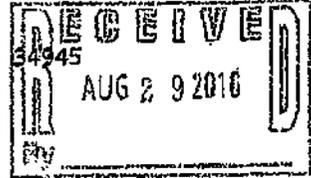


2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #8 Receipt #7299-00980440
Type of business 7299 MISC/PUBLIC SERVICE (SOD MULCH) Expires SEPTEMBER 30, 2017

DBA name Business Natures's Keeper Inc
Mailing address: Natures's Keeper Inc Business location: 3795 Sneed Rd
3795 Sneed Rd Fort Pierce, FL
Fort Pierce, FL 34945



RENEWAL St Lucie County V10029
Original tax: \$27.55
Penalty: \$0.00
Collection cost: \$0.00
Total: \$27.55 Paid 08/22/2016 27.55 0144-20160822-007115

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

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

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

Pursuant to Florida law, Local Business Taxes are subject to change.

Natures's Keeper Inc
3795 Sneed Rd
Fort Pierce, FL 34945

E-Bid #20160176
Addendum #4 - 11/16/2016
Revised E-Bid Reply Excel Spreadsheet
Furnish and Install Sod

Company Name: Natures Keeper Inc,

Line No.	Description	Unit	Annual Estimated Quantity	Unit Price	Total Price
1	Bahia Sod (Furnish and Install)	SF	700,000	\$0.19	\$133,000.00
2	Bahia Sod (Furnish only)	SF	15,000	\$0.15	\$2,250.00
3	Floratom Sod (Furnish and Install)	SF	300,000	\$0.32	\$96,000.00
4	Floratom Sod (Furnish only)	SF	7,000	\$0.24	\$1,680.00
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000	\$0.48	\$4,320.00
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000	\$0.56	\$28,000.00
Total Base Bid					\$265,250.00
Additional Unit Pricing					
7	Bahia Sod Rolling	SF	500	\$0.02	\$10.00
8	Certified 419 Bermuda Sod Rolling	SF	500	\$0.02	\$10.00
9	Floratom Sod Rolling	SF	500	\$0.02	\$10.00
10	Watering	1000 gallons	1	\$36.00	\$36.00
Hydroseed					
11	Hydro-mulch @ 1000 Lbs./ acre	AC	1	\$871.20	\$871.20
12	Bahia Seed @ 80 Lbs./Acre	AC	1	\$755.60	\$755.60
13	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	1	\$515.60	\$515.60
Bermuda Hydroseed					
14	Hydro Mulch @1000 Lbs./Acre	AC	1	\$871.20	\$871.20
15	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	1	\$915.60	\$915.60
Overseeding					
16	Bahia Seed/ Broadcast Seeder @ 40 Lbs./Acre	AC	2	\$871.20	\$1,742.40
17	Bahia Seed/ Driller Seeder @ 40 Lbs./Acre	AC	2	\$871.20	\$1,742.40
18	Cover Crop/ Broadcast Seeder @ 80 Lbs./Acre	AC	2	\$653.40	\$1,306.80
19	Cover Crop/ Driller Seeder @ 80 Lbs./Acre	AC	2	\$653.40	\$1,306.80

Furnish and Install Sod



"A City for All Ages"

CITY OF PORT ST. LUCIE
Furnish and Install Sod

Sealed Electronic Bid #20160176
(E-Bid)

Prepared By: Jason Bezak, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5224 Fax: 772-871-7337
Email: jbezak@cityofpsl.com

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Furnish and Install Sod

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160176 to Furnish and Install Sod will be received by the City of Port St. Lucie in the Procurement Dept. 3rd Floor, Suite 390, Building A of the Municipal Complex located at 121 SW Port St. Lucie, Florida, 34984, until November 28, 2016 at 2:00:00 p.m. E.S.T.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid security, in the amount of Five Hundred Dollars (\$500.00), made payable to the City of Port St. Lucie. 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 security must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid security was obtained. Bidder will send the **ORIGINAL** Bid Security to the City immediately after the opening date. The original Bid Security should be received within **five (5) business days** of the opening or the bid may be deemed non-responsive.

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.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 or PDF. 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 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

All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. Bids uploaded to DemandStar.com after the time specified shall not be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City 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.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

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

Furnish and Install Sod

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Mr. Bezak in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984. Phone (772) 871-5224, Fax (772) 871-7337, and/or email: jbezak@cityofpsl.com. Such contact is to be for clarification purposes only. Questions received after November 21, 2016 may not be answered, and will not be cause for additional compensation. The City will not be responsible for oral clarification of questions. To ensure fair consideration for all Bidder(s) it must clearly understand that Mr. Bezak is the only individual authorized to represent the City on this invitation to bid.

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. Questions will be answered in the form of an addendum. 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 in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

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.

If you have obtained this document from a source other than DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department 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.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-42
- E-Bid Questionnaire #20160176 pages 12-16 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet # 20160176

Jason Bezak
Buyer

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
SEALED E-BID # 20160176
Furnish and Install Sod**

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Furnish and Install Sod for the City of Port Saint Lucie. Contract period will be two (2) years with an option to renew for an additional two (2) year period. Selected Bidder(s) must be qualified and capable of supplying and installing up to 70,000 square feet of sod per month for use on City projects. It is the intent of the City to enter into a per unit fixed price Contract with one (1) qualified Contractor to provide all labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities to furnish and install sod in accordance with the Contract Documents.

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.

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 – The selected 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 selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected 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 Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to

Furnish and Install Sod

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 E-Bid Reply Sheet/Questionnaire #20160176. Three (3) references shall be listed on the E-Bid Reply Sheet/Questionnaire #20160176 from existing firms in Florida to which it has provided these types of services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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:

- ◆ Accept Payment by Visa
- ◆ 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 for this bid.
- ◆ 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

Furnish and Install Sod

- ◆ 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, other relative factors and depreciation.
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply
- ◆ Award will be based on Lines #1-6 on the E-Bid Reply Excel Spreadsheet #20160176 that represents the best value to the City

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

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

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer" will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) 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

Furnish and Install Sod

certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087 Florida Statutes, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet/ Questionnaire #20160176 and any other documentation that is required by this bid. The E-Bid Reply Sheet/ Questionnaire #20160176 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

- A. Request Bid Specifications and all Attachments, #20160176 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet/Questionnaire #20160176 & E-Bid Reply Excel Spreadsheet #20160176 and save to your hard drive, program is in Excel and Word Office 2007 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet #20160176 and save.
- C. Complete company information on Questionnaire # 20160176

File #1- Upload the Excel Spreadsheet in Excel Format:

- D. Enter total price on E-Bid Reply Sheet/Questionnaire # 20160176. Totals shall agree with the E-Bid Reply Excel Spreadsheet #20160176 that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet #20160176 uploaded on DemandStar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet/Questionnaire # 20160176 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet #20160176 that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet #20160176 on Demandstar as File #1.
- E. Electronically sign the Questionnaire # 20160176 where indicated.

File #2

- F. Upload and submit in one (1) PDF filed the E-Bid Reply Sheet/Questionnaire #20160176, Vendor Code of Ethics, \$500.00 Bid Surety (to be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time.

Furnish and Install Sod

Acknowledge all Addenda on the E-Bid Reply Sheet/ Questionnaire # 20160176.

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

YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 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. 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.

1.9.1 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.

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

Furnish and Install Sod

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

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.

1.12 Permits- No City permits are required for this work.

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

1.14 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 removing all documents from Demandstar.

1.15 Intent to Perform- The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

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

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2.2 Standard Productions Items– All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

2.3 Proposal Guaranty (Bid Bond) – A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than \$500.00, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

2.4 Return of Bid Guaranty– After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgement, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. Additional Information

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names– The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.3 Protests – Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the "Public to be Heard" section. All persons will be required to sign in at the front desk at City Hall and fill out necessary Sign-In Forms.

Furnish and Install Sod

**E-Bid Reply Sheet/Questionnaire # 20160176
Furnish and Install Sod**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

Is firm a minority business? Yes () No ()

Does firm have a drug-free workplace program? Yes () No ()

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

How many employees are living in the Treasure Coast Area? _____

How many employees do you have available for this contract? _____

Is this firm claiming Local Preference under City ordinance 35.12? Yes () No ()

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

Addendum Number	Date Issued
-----------------	-------------

Furnish and Install Sod

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) 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: _____ %

Please Note: The City has implemented a Purchasing Card Program. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Bid Reply Total from Schedule "A" on Lines #1-6: \$ _____

(This figure must match the E-Bid Reply Excel Spreadsheet #20160176 and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet #20160176 uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet/ Questionnaire #20160176 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet #20160176 that is uploaded at time of submittal.)

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

Line No.	Description	Unit	Annual Estimated Quantity
1	Bahia Sod (Furnish and Install)	SF	700,000
2	Bahia Sod (Furnish only)	SF	15,000
3	Floritam Sod (Furnish and Install)	SF	300,000
4	Floritam Sod (Furnish only)	SF	7,000
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000
Additional Unit Pricing			
7	Hammock Centipede Sod (Furnish and Install only)	SF	500
8	Hammock Centipede Sod (Furnish only)	SF	500
9	Bahia Sod Rolling	SF	500
10	Hammock Centipede Sod Rolling	SF	500

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11	Certified 419 Bermuda Sod Rolling	SF	500
12	Floritam Sod Rolling	SF	500
13	Watering	1000 gallons	1
14	Hydroseed		
15	Hydro-mulch @ 1000 Lbs./acre	AC	1
16	Bahia Seed @ 80 Lbs./Acre	AC	1
17	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	1
18	Bermuda Hydroseed		
19	Hydro Mulch @1000 Lbs.. Acre	AC	1
20	Hulled Bermuda Seed @ 120 Lbs.. Acre	AC	1
21	Overseeding		
22	Bahia Seed @ 40 Lbs./Acre	AC	1
23	Cover Crop @ 80 Lbs./Acre	AC	1

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities 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 shall be 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 separated item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City’s opinion such a split is in the best interest of the City.

The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.

6. INSURANCE CERTIFICATES LICENSE- Bidders are required, 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 ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

Furnish and Install Sod

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Include all license that allows them to perform the work. Insert additional lines if necessary.

10. List three (3) Furnish and Install Sod projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, and value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____

Description: _____

Location: _____

Date of Completion: _____

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Firm's Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 2

Project Name: _____

Description: _____

Location: _____

Date of Completion: _____

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email: _____

Furnish and Install Sod

Value of Total Contract: _____

Firm's Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 3

Project Name: _____

Description : _____

Location: _____

Date of Completion: _____

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Firm's Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

10. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, explain:

11. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest:

(N/A is not an acceptable answer- insert lines if needed)

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12. List any judgements from lawsuits in the last five (5) years:

(N/A is not an acceptable answer- insert lines if needed)

13. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer- insert lines if needed)

11. CERTIFICATION

This bid is submitted by: I (print) _____ am 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.

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

Signature Title

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

(Balance of page left intentionally blank)

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

**CITY OF PORT SAINT LUCIE
CONTRACT #20160176**

This CONTRACT, executed this _____ day of _____, 20__ 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), *address*, Telephone No. () ____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

**SECTION I
NOTICES**

City Project Manager: Mike Davis, Manager, Public Works Division
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5120
Email: mdavis@cityofpsl.com

City Contract Administrator: Jason Bezak
Procurement Management
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port Saint Lucie, FL. 34983
Telephone: 772-871-5224
Email: jbezak@cityofpsl.com

Contractor: _____

Telephone: _____ Fax: _____
Email: _____

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160176, and all agenda, are made part of this Contract to Furnish and Install Sod for the City of Port Saint Lucie.

1. Specifications and Quality of Sod

General: Sod shall have been mowed at least three (3) times with an approved lawn mower with final mowing not more than seven (7) days before the sod is cut. The typical estimated quantity of sod required each month ranges from 70,000 square feet to 100,000 square feet and is used on City projects including but not limited to swale liner installation, drainage right-of-way maintenance, culvert replacement, utility repairs, and projects on City owned properties and right-of-ways. These quantities are approximate only and neither the minimum nor maximum values provided are guaranteed. The City does not assume any responsibility that the actual quantities furnished shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

Infestation: All sod shall be free of any detrimental infestation (i.e. mole crickets, mold, army worms, parasites, red ants, etc.). Sod shall also be free from fungus, vermin and other diseases. Floratam sod and Certified 419 Bermuda sod shall be free from any weeds. Floratam sod or Certified 419 Bermuda Sod delivered or installed with any weeds will be rejected. The Contractor shall be responsible to remove all rejected Sod at their own expense and provide prompt replacement or punctual credit as desired by the City. Sod found to contain infestations and/or diseases prior to installation shall be rejected and replaced at the Contractor's expense. Sod found to contain infestations during the inspection following installation shall, at City's option, shall be chemically treated or replaced at Contractor's expense.

Sod Type: Unless a particular type of sod is called for in the release of desired materials, sod shall be Bahia. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, other types of sod may be specified by the City Representative including Floratam, Centipede, or Certified 419 Bermuda.

Dimensions: All sod delivered to a location shall be evenly cut and of uniform thickness and size. An acceptable size shall be rectangles measuring 16" x 24" or larger. Grass roots shall be adequately developed and matted, and soil containing grass shall have adequate moisture to allow sod to be handled without objectionable separation during installation. Rolled sod must be at least 16" inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1 ¼ inches thick including a ¾ inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained in the sod shall be certified by the manufacturer to be bio-degradable within a

Furnish and Install Sod

period of three (3) months from installation. Any netting regardless of being bio-degradable will be removed during installation on all sports fields.

Quality Control: The City retains the right to reject sod which has grown together, falls apart upon handling, is dry, is inconsistent in thickness/size/density/color, or is deemed unsuitable or unlayable. The Contractor shall be responsible to remove all rejected Sod at their own expense and provide prompt replacement or punctual credit as desired by the City. Floratam sod and Certified 419 Bermuda sod is to be of top quality, preferably from a muck field with **no weeds** or foreign infestation. Quality complaints will be addressed by the Contractor within three (3) days. The City retains the right to require replacement of poor quality installed sod or fertilization in approved cases.

- **Sod Quality:** The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling.
- It shall be planted within 48 hours after being cut and kept moist from the time it is cut until planted. No sod which has been cut more than 48 hours may be used unless specifically authorized by the City Representative. A letter of certification from the turf contractor as to when the sod was cut and what type shall be provided to the City Representative upon delivery of the sod to the job site.
- **Sod Farm:** Contractors shall be aware the City reserves the right to inspect the sod farm where the Contractor proposes to procure sod. The City also reserves the right to determine if the sod proposed is acceptable and is certified as the correct species.

2. Contract Supervisor on behalf of the Contractor

Contractors are advised that they are responsible for designating a Contract Supervisor acceptable to the City for collaboration of all sod installations. Contractors will be required to list their Contract Supervisor's name and years of experience with this type of work.

3. Specifications of Sod Installation

Installation: When installation is required, installation shall be completed in the following manner:

- The setting pieces shall be staggered in such a manner as to avoid continuous seams with no over lapping. Sod shall be carefully placed by hand, edge-to-edge in rows at right angles to the slope, commencing at the base of the area to be sodded and working upward. However, extremely wet areas may require flexibility in this installation method. Sod shall be applied without leaving separations or voids between pieces.

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- In addition to providing an attractive finished appearance, sod will be laid in a manner which will minimize erosion.
- Rolling of sodded surfaces will only be done when requested by the City. When Rolling is requested, the following operation shall provide a true and even surface and insure knitting without displacement of sod and/or deformation of the surfaces.
- Contractor shall be responsible to supply a Delivery Ticket to the City Representative if material is delivered for installation by City Personnel.
- Contractor shall be responsible to supply a Notice of Performance and a Delivery Ticket to the City department supplied within two (2) hours after sod is laid, when sod is installed by Contractor's personnel. Each department will assume responsibility for watering sod after documentation is received unless the watering option is specifically requested by the City representative.
- The City reserves the right to terminate any Contract after three (3) written notices of performance deficiency have been issued. **Note:** Section XIII for further explanation.

Watering: Watering of sodded surfaces will only be done when requested by the City. When watering is required as determined by the City, it shall be completed in the following manner:

- Watering shall be done until sod is properly rooted. The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State, and local requirements. Watering frequency is at the discretion of the Contractor.
- Watering of sodded surfaces will only be completed when requested by the City representative and shall be quoted as an optional extra in the Bid Reply Sheet.
- Contractor shall be responsible to replace any sod that dies as a result of not being properly maintained.

Delivery: Contractor shall be responsible to deliver sod on pallets.

- Pallets will be removed from delivering vehicle by Contractor and placed on the job site at the locations designated by each Department. Equipment, labor, and supervision necessary to insure safe and proper placement of pallets is the Contractor's responsibility.
- Releases for required material and services will be communicated to the Contractor by facsimile, email, as materials are required. The request will be a

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Purchase Order or Visa Order. Contractor must deliver and install sod within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of a facsimile/email/phone release from the City Representative.

- When time permits, the City Representative may allow the Contractor more notice than what is stated in the preceding paragraph. However, once a delivery requirement is communicated to the Contractor, the Contractor will be responsible to perform within the time frame specified. The Contractor must have adequate sources of supply to insure that any temporary inaccessibility of any Contractors source will not cause an interruption to delivery.
- Sod which is not delivered and/or installed within the specified time may, at the City's option, be procured from an alternate source and all costs associated with the procurement including but not limited to the cost of sod, installation and any other cost incurred by the City shall be paid by the Contractor. In the event that untimely delivery and placement of sod results in the need for reworking and/or re-grading of the location, the contractor shall be invoiced for the cost of the time and materials incurred for the rework and/or re-grading.
- At any time, when inclement weather, equipment break downs or other unforeseen circumstances, cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City Representative of said circumstance as quickly as the Contractor becomes aware of the problem. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in these Specifications, but will be considered by the City when weighing appropriate action.
- Upon completion of the work, all debris, pallets, etc. shall be removed from the site. Any paved areas, including driveways and streets, shall be thoroughly swept.

HOURS OF SERVICE

Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm Monday thru 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.

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SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate twenty four (24) months thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

SECTION IV RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional twenty four (24) month period.

Note: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per project basis for the unit prices identified below on Schedule "A", plus a one-time ten dollar (\$10.00) payment for indemnification as provided in Section VIII herein.

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

Invoices for services shall be submitted upon completion of the project, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

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

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

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lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or visa order #, Contract number, and release of liens.

Contractor shall be responsible to supply a delivery ticket to the City Representative if material is delivered for installation by City personnel.

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

All payments not made within the time specified shall bear interest from 30 calendar days after the due date at the rate of 0.5% per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII 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 Procurement Management Department of the City. All documents submitted by the Contractor in

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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 VIII 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 act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and 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 shall be provided. Coverage shall 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:

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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 CG2026). 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 shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurer's clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 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 shall be provided. Coverage shall apply on a primary basis.

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 municipality of the State of Florida, its officers, agents and employees as Additional Insured 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, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160176 – Furnish and Install Sod shall be listed as additionally insured.**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, 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 either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

A 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 annulment of the award.

The Contractor shall be responsible to arrange for chemical treatment if City selects this option. Chemical treatment or replacement shall be completed within three (3) working days of inspection. In the event chemical treatment of sod is needed, pollution liability insurance would be required. Contractor shall provide pollution liability to include the transportation and application of chemicals used in the scope of their business operations in units not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of PSL shall be listed as an AI on said policies.

Payment & Performance Bonds – N/A

SECTION IX ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of

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nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X 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 XI COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

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TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com**

SECTION XII CLEANING UP

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

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

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement- Should any defect appear during the warranty period, the Contractor(s) shall, at their own 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 fourteen (14) calendar days after receipt of notification from the City of the defect.

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

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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

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.

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three

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hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor 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 Contractor from other remedies.

City's Public Relations Image - The Contractor'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 Contractor 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.

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

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor 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 Contractor 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.

Cooperative Purchasing Agreement- This contract 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 and other public agencies. Contractors 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 Contractor.

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

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Permission to Use- the Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations- the Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment- the Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling- All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

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

Erosion and Sediment Control- the Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources- the Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation- No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions- the Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work- The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections. as they deem necessary. Materials

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submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen- the Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments- the Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages- the Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property- the Contractor 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 Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

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.

Safety Data Sheets - Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or

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property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance – Contractor 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.

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 for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City One Hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond

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the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION 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.

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**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
ENTIRE CONTRACT**

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

(Balance of page left intentionally blank)

Furnish and Install Sod

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

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

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 _____, 2016.

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

Furnish and Install Sod



"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160176 Furnish and Install Sod

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment, or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
E-BID #20160176
Furnish and Install Sod

Name of Bidder: _____

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

- _____ E-Bid Reply Sheet/ Questionnaire #20160176 with proper signatures upload to DemandStar
- _____ \$500.00 Bid Surety uploaded to DemandStar and mailed in within five (5) business days after the Opening or the bid may be considered non-responsive.
- _____ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents Uploaded to DemandStar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie Uploaded to DemandStar.
- _____ Drug-Free Workplace Form uploaded to DemandStar
- _____ Required forms: Vendor Code of Ethics. All forms are to be uploaded to DemandStar
- _____ Required W-9 as per Section 1.13 uploaded to DemandStar
- _____ Copy of the Checklist uploaded to DemandStar
- _____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- _____ Have reviewed the Contract and accept all City Terms and Conditions
- _____ All pricing has been mathematically reviewed and all corrections have been initialed
- _____ All price extensions and totals have been thoroughly checked
- _____ Upload Excel Bid Reply Spreadsheet #20160176 in Excel Format

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Furnish & Install Sod

ADDENDUM # 1
BID # 20160176
Addendum Date: 11/1/2016
Bid Name: Furnish & Install Sod

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

1Q. The bid sheet calls for Hammock Centipede sod. Can you please name a supplier that would furnish Hammock Centipede Sod? This does not seem to be available locally or in Florida.

1A. The Hammock Centipede sod line item has been removed from the Bid.

See Addendum #2 for the Revised E-Bid Reply Excel Spreadsheet. This will be the only form accepted unless directed in a future addendum.

NOTE: The bid opening date has not changed.

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.

E-Bid #20160176
Addendum #2 - 11/1/2016
Updated E-Bid Reply Excel Spreadsheet
Furnish and Install Sod

Company Name: _____

Line No.	Description	Unit	Annual Estimated Quantity	Unit Price	Total Price
1	Bahia Sod (Furnish and Install)	SF	700,000	\$0.00	\$0.00
2	Bahia Sod (Furnish only)	SF	15,000	\$0.00	\$0.00
3	Floritam Sod (Furnish and Install)	SF	300,000	\$0.00	\$0.00
4	Floritam Sod (Furnish only)	SF	7,000	\$0.00	\$0.00
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000	\$0.00	\$0.00
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000	\$0.00	\$0.00
Total Base Bid:					\$0.00
Additional Unit Pricing					
7	Bahia Sod Rolling	SF	500	\$0.00	\$0.00
8	Certified 419 Bermuda Sod Rolling	SF	500	\$0.00	\$0.00
9	Floritam Sod Rolling	SF	500	\$0.00	\$0.00
10	Watering	1000 gallons	1	\$0.00	\$0.00
Hydroseed					
11	Hydro-mulch @ 1000 Lbs./ acre	AC	1	\$0.00	\$0.00
12	Bahia Seed @ 80 Lbs./Acre	AC	1	\$0.00	\$0.00
13	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	1	\$0.00	\$0.00
Bermuda Hydroseed					
14	Hydro Mulch @1000 Lbs./Acre	AC	1	\$0.00	\$0.00
15	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	1	\$0.00	\$0.00
Overseeding					
16	Bahia Seed @ 40 Lbs./Acre	AC	1	\$0.00	\$0.00
17	Cover Crop @ 80 Lbs./Acre	AC	1	\$0.00	\$0.00

ADDENDUM # 3
BID # 20160176
Addendum Date: 11/16/2016
Bid Name: Furnish and Install Sod

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

See questions asked below:

1. Referring to Additional Unit Pricing, "Rolling". Is the City looking for Rolled sod or hand rolling of installed sod?
 - 1A. The City is referring to hand rolling or machine rolling of installed sod.

2. Is the Additional Unit Pricing for "Rolling" to be priced as additional to the base price?
 - 2A. That is correct, please quote "Rolling" additionally.

3. The Overseeding section, is the City asking for Drill seeder or Broadcast seeder?
 - 3A. The City utilizes both Drill seeder and Broadcast seeder so please quote with both seeders in mind when inputting unit prices for Overseeding.

4. Question 10, List three sod restoration & small quantity installation similar to this bid- Project 1-3. The questions asked are not related to similar projects. (i.e.: Change orders, Value of change order, % of total contract.)
 - 4A. Please answer as many as applicable.

NOTE: The bid opening date has not changed. Please refer to Addendum #3 Revised Excel Spreadsheet for quoting moving forward. Please note Overseeding quantities have been changed. This will be the only form accepted unless directed in a future addendum.

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.

E-Bid #20160176
Addendum #4 - 11/16/2016
Revised E-Bid Reply Excel Spreadsheet
Furnish and Install Sod

Company Name: _____

Line No.	Description	Unit	Annual Estimated Quantity	Unit Price	Total Price
1	Bahia Sod (Furnish and Install)	SF	700,000	\$0.00	\$0.00
2	Bahia Sod (Furnish only)	SF	15,000	\$0.00	\$0.00
3	Floritam Sod (Furnish and Install)	SF	300,000	\$0.00	\$0.00
4	Floritam Sod (Furnish only)	SF	7,000	\$0.00	\$0.00
5	Certified 419 Bermuda Sod (Furnished only)	SF	9,000	\$0.00	\$0.00
6	Certified 419 Bermuda Sod (Furnish and Install)	SF	50,000	\$0.00	\$0.00
Total Base Bid:					\$0.00
Additional Unit Pricing					
7	Bahia Sod Rolling	SF	500	\$0.00	\$0.00
8	Certified 419 Bermuda Sod Rolling	SF	500	\$0.00	\$0.00
9	Floritam Sod Rolling	SF	500	\$0.00	\$0.00
10	Watering	1000 gallons	1	\$0.00	\$0.00
Hydroseed					
11	Hydro-mulch @ 1000 Lbs./ acre	AC	1	\$0.00	\$0.00
12	Bahia Seed @ 80 Lbs./Acre	AC	1	\$0.00	\$0.00
13	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	AC	1	\$0.00	\$0.00
Bermuda Hydroseed					
14	Hydro Mulch @1000 Lbs./Acre	AC	1	\$0.00	\$0.00
15	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	1	\$0.00	\$0.00
Overseeding					
16	Bahia Seed/ Broadcast Seeder @ 40 Lbs./Acre	AC	2	\$0.00	\$0.00
17	Bahia Seed/ Driller Seeder @ 40 Lbs./Acre	AC	2	\$0.00	\$0.00
18	Cover Crop/ Broadcast Seeder @ 80 Lbs./Acre	AC	2	\$0.00	\$0.00
19	Cover Crop/ Driller Seeder @ 80 Lbs./Acre	AC	2	\$0.00	\$0.00

BID OPENING ATTENDANCE
SEALED E-BID # 20160176
Furnish & Install Sod
November 28, 2016 @ 2:00:00 p.m.

Agency

Print Name

E-Mail

	Agency	Print Name	E-Mail
1	Procurement Management Department, City of PSL	Jason Bezak	jbezak@cityofpsl.com
2	Natures Keeper	Stewart Feketa	Stewart@natures-keeper.com
3			
4			
5			
6			
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9			
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11			
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