THE VILLAGE OF WELLINGTON

ADVERTISEMENT/INVITATION TO BID

The Wellington Council is accepting sealed bids for ITB 033-14/DZ - Public Works Annual Canal Bank and Land Clearing Contract.

All Bids must be received, one (1) original and one (1) PDF Copy (CD or flash drive) at the address below in the Clerk's Office, no later than **November 19, 2014 at 2:00pm Local Time,** at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com or www.wellingtonfl.gov starting on October 27, 2014.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID #033-14/DZ

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: **Attn: Danielle Zembrzuski, 12300 Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4107 or email: dzembrzuski@wellingtonfl.gov.**

Palm Beach Post Advertisement:
October 26, 2014

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO:	REFER ALL INQUIRIES TO PRIMARY CONTACT:	Wellington
Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Ph:(561) 791-4107 Fax: (561) 904-5817	**INVITATION TO BID**

BID TITLE:	BID NO:
Public Works Annual Canal Bank and Land Clearing Contract	033-14/DZ

NAME OF FIRM, ENTITY, or ORGANIZATION:
Treecycle Land Clearing Inc.

NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
Sean Casey	8180 96th Court S	Boynton Beach	33472	FL
TITLE	**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**	**CITY:**	**ZIP:**	**STATE:**
President				

PHONE NUMBER: 561-966-6095

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 061756629

EMAIL ADDRESS: scasey@treecycleinc.com

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)

FAX NUMBER: 561-966-8671

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☑ Partnership ☐ PROPRIETORSHIP ☐ Joint Venture ☐ Other ☐

If Corporation, please provide the following:

(A) Country of Incorporation: Florida *Date of Incorporation:* 09/16/2005 *(B) State or*

Month / Day / Year

I certify that this bid is made without prior understanding, agreement, 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 agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

AUTHORIZED SIGNATURE (MANUAL)	AUTHORIZED SIGNATURE (PRINT OR TYPED)	TITLE (PRINT OR TYPED)
	Sean Casey	President

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

YES ✓ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) Copy

YES ✓ NO___ 2. Bid Form signed by authorized representative

YES ✓ NO___ 3. Acknowledgment of addendums

YES ✓ NO___ 4. Schedule of Value

YES ✓ NO___ 5. Schedule of Subcontractor/Supplies

YES ✓ NO___ 6. Schedule of Equipment and Materials

YES ✓ NO___ 7. Sworn Statement under Section 287.133(3) (a)

YES ✓ NO___ 8. Drug Free Workplace

YES ✓ NO___ 9. Trench Safety Affidavit

YES ✓ NO___ 10. Questionnaire

YES ✓ NO___ 11. References

YES ✓ NO___ 12. Insurance Certificates

YES ✓ NO___ 13. Copy of Appropriate Licenses

YES ✓ NO___ 14. Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit

YES ✓ NO___ 15. Local Preference Affidavit

YES ✓ NO___ 16. Conflict of Interest Statement

YES ✓ NO___ 17. Non-Collusion Affidavit

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

PROJECT: Public Works Annual Canal Bank and Land Clearing Contract Date: 11/19/14

BIDDER: Treecycle Land Clearing Inc.

THIS BID IS SUBMITTED TO:

Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   Date_____ Addenda Number_____
   Date_____ Addenda Number_____
   Date_____ Addenda Number_____

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

   (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

   (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

   (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

   (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

   (g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

   (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not

directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Schedule of Values.

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that:

   After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

   (a) Schedule of Values.
   (b) List other documents as pertinent.

9. Communications concerning this Bid shall be telephoned or addressed to:

   Name: Treecycle Land Clearing Inc.
   Address: 8180 96th Court S, Boynton Beach, FL 33472

   Phone No.: 561-966-6095 Fax: 561-966-8671

10. BIDDER'S Florida Contractor's License No._____

11. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is

An Individual

Name_____(SEAL)

Signature:_____

Doing business as _____

Business Address:_____

_____

Phone Number:_____ Fax Number_____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature:_____

Business Address:_____

Phone Number:_____ Fax Number_____

A Corporation

Corporation's Name Treeycle Land Clearing Inc. (SEAL)

State of Incorporation Florida

Authorized Person: Sean Casey

Title: President

Signature:_____

Attest: Justin Dudding (Secretary)

Signature:_____

Business Address: 8180 96th Court S, Boynton Beach, FL 33472

Phone Number: 561-966-6095 Fax Number 561-966-8671

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item No.	Item	Unit	Unit Price
1	Supervisor/Foreman	HR	$50.00
2	Skilled Laborer	HR	$25.00
3	Laborer	HR	$20.00
4	Excavator with hydraulic grapple and thumb	HR	$100.00
5	Excavator with sheer	HR	$125.00
6	Front-end Loader with rake and grapple (2.5 yd. min.)	HR	$100.00
7	Dump truck (tandem) 16 CY	HR	$60.00
8	Dump truck (tri-axle) 18 CY	HR	$60.00
9	Dump truck (semi-trailer) (80 CY min.)	HR	$70.00
10	Self-loading grapple truck (40 CY min.)	HR	$100.00
11	Stump grinder (200 HP min.) on rubber tires	HR	$225.00
12	Tub Grinder (400 HP min.)	HR	$275.00
13	24" Diameter whole tree chipper	HR	$250.00
14	Chainsaws/Pole Saws	HR	$50.00
15	Push/Pull Barge (10-12 ft. wide x 40-60 ft. long)	HR	$50.00
16	Self-propelled Barge (250 sq. ft. min)	HR	$225.00
17	Boat/Skiff with outboard motor (12-24 ft.)	HR	$100.00
18	Horizontal Grinder (800 HP min.)	HR	$400.00
19	Small Portable Stump Grinder (85 HP min.)	HR	$150.00
20	F&I Floratam Sod	SF	$0.30
21	F&I Bahia Sod	SF	$0.20

* Line item specifics:

• All hourly rates for equipment shall include the cost for mobilization, operator, maintenance, fuel/oil, etc. to perform work indicated on the work order.

• Line item #15 (barge) shall be utilized to transport excavator from staging area to project site, as a work platform and vegetation debris transporting.

• Line item #16 (self-propelled barge) shall be utilized for smaller projects and/or narrow/shallow waterways. Shall be used to carry workers, tools and for debris transporting to staging area.

•Line item #19 (small stump grinder on rubber tracks) shall be utilized to grind stumps below existing grade on areas where traditional stump grinder cannot safely traverse slope on canal bank.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Discipline	Subcontractor	Address City, ST, Zip	License Number
Tree and Landscpe Service	Perkins Tree & Landscape Service	7313 Westport Pl, West Palm Beach, FL 33413	P03000137679
Excavating Contractor	Phelps Land Service Inc.	16528 84th Pl N, West Palm Beach, FL 33411	P04000142918
Dredging	Cavache Inc.	3310 NE 33rd ST, Fort Lauderdale, FL 33308	P02000120371
Trucking	Allied Trucking	10761 NW 89th Ave, Hialeah, FL 33018	L98000002772
Industrial Recycling	Consolidated Resources	3025 Whitefield Ave, Sarasota, FL 34243	F12000004035
Potting Soil and Sod	Odums' Potting Soil and Sod	13961 Okeechobee Blvd, Loxahatchee FL 33470	P98000015388

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description
4	John Deere	Grapple & Thumb
5	John Deere	Sheer
6	Volvo	Loader Rake & Grapple
7	Mack	16 yard
8	Mack	18 yard
9	Mack	80 yard
10	Mack	40 yard Grapple
11	Carlton-Ox	200 HP Stump Grinder
12	Morbark	Tub Grinder
13	Bandit	Whole Tree Chipper
14	Still	Chainsaw/Pole Saw
18	Morbark Woodhog	Horizontal Grinder
19	Carlton-Ox	85 HP Portable Stump Grinder

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wellington's Clerks Office
[print name of the public entity]
by Sean Casey, President
[print individual's name and title]
for Treecycle Land Clearing Inc.
[print name of entity submitting sworn statement]

whose business address is 8180 96th Court S, Boynton Beach

and (if applicable) its Federal Employer Identification Number (FEIN) is 061756629

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

11/19/2014
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on November 11, 2014 [date] by Sean Casey [name]. He/she is personally known to me or has presented Known to me [type of identification] as identification.

[Notary's Signature and Seal]

ALMA LONG
Print Notary Name and Commission No.

ALMA LONG
MY COMMISSION # EE93159
EXPIRES: May 11, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

DRUG FREE WORKPLACE

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We 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. We 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. We 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. We, 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. We 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. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Contractor's Signature

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 9

2. What is the last project of this nature that you have completed?

Flagler Station- Clearing and Grubbing, Villa Diamante- Clearing, grubbing, stump grinding, Sterling Ranches- Clearing and grubbing

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Email Address	Phone
Sonny Buchanan	sbuchanan@ryanfl.com	954-275-8015
John McCabe	mccavejohnj@aol.com	954-275-3445
Chris Umbaugh	cumbaugh@aedcorp.com	561-242-9770

5. List the following information concerning all contracts OR projects in progress and past as of the date of submission of this bid. (List any Federal, State, City or local municipalities/government contracts or project information if any relevant in scope with this solicitation).

Information provided in (section 5) is for reference purposes and may be contacted for verification.

Name of Term Contract OR Project	Owner	Contact (Person) Name & Title	Contact Email Address & Phone Number	Contact Business Address
Sterling Ranches	Cliffs Trucking	Jerry Rodgers	jerry@cliffstrucking.com 561-793-0322	3100 Fairlane Farms Road Wellington, FL 33414
Flagler Station	Ryan Inc.	Sonny Buchanan	sbuchanan@ryanfl.com 954-275-8015	1700 South Powerline Rd Suite H, Deerfield Beach, FL 33442
Villa Diamante	Kennedy Homes LLC	David Dedman	Dave@homesbykennedy.com 561-249-2342	6400 Congress Ave Suite 2175 Boca Raton, FL 33487
Azure	Hardrives Inc.	Bud Alvarez	bud@hardrivespaving.com 561-737-3555	2101 South Congress Ave Delray Beach, FL 33445

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

Yes.

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
Perkins Tree & Landscape Service Consolidated Resources	Item #: 13 Item#:12
Phelps Land Service Inc. Cavache Inc.	Item #: 11 and 19 Item #:15,16, and 17
Allied Trucking	Item #:7,8, and 9
Odums' Sod Inc.	Item #: 20 and 21

8. What equipment do you own that is available for the work? Item #:1,2,3,4,5,6,10,14,18

9. What equipment will you purchase for the proposed work? N/A

10. What equipment will you rent for the proposed work? N/A

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Sean Casey, been in the land clearing business for 20+ years.

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

13. The correct name of the Bidder is Treecycle Land Clearing Inc.

14. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☑ Corporation or ☐ Other Type of Entity _____ (Fill In).

15. The address of principal place of business is 8180 96th Court S, Boynton Beach FL 33472

16. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

Sean Casey, President

17. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

18. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

Not Applicable.

19. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

Not Applicable.

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Not Applicable.

21. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

Not Applicable.

22. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

No.

23. List and disclose any and all business relations with any members of Wellington Council.

Not Applicable.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2014

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

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

PRODUCER

Bateman Gordon and Sands
3050 North Federal Hwy
Lighthouse Point FL 33064

CONTACT NAME:
PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006
E-MAIL ADDRESS: emedlin@bgsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B : FCCI Insurance Company	10178
INSURER C : Catlin Specialty Insurance Company	15989
INSURER D : International Ins Co of Hannover SE	
INSURER E : Commerce & Industry Insurance Compa	19410
INSURER F :	

INSURED

TRELA3

Treecycle Land Clearing, Inc
8180 96th Court South
Boynton Beach FL 33472

COVERAGES **CERTIFICATE NUMBER:** 93723648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	Y		IG06C00175901	9/18/2014	9/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS [X] NON-OWNED AUTOS	Y		BAS1556260939	9/18/2014	9/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $
E	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $	Y		BEO60600259	9/26/2014	9/18/2015	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC14A67249	9/18/2014	9/18/2015	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Contractors Equipment Deductible: $1,000			IMI6721490915	11/13/2014	9/18/2015	Scheduled Equipment Rented & Leased Equip	See Desc. Below $350,000

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

bids for ITB 033-14/DZ - Public Works Annual Canal Bank and Land Clearing Contract.
Certificate holder is an additional insured on General Liability coverage only when required by written contract, subject to terms, conditions, and exclusions of the policy.
When required by written contract, the insurance evidenced by this certificate shall be primary and non-contributory to any other insurance available to the additional insured's named above. Waiver of subrogation is provided under the General Liability (per CG2404 0509), Auto Liability (CA88810 0101) and Workers Compensation (per WC000313) policy in favor of the Additional Insurds when required by written contract.

CERTIFICATE HOLDER

Village of Wellington
12300 Forest Hill Boulevard
Wellington FL 33414

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Richard T. Thorogood

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
74 DAYTON RD
LAKE WORTH, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	CASEY SEAN		B14.1430459 - 09/02/14	$33.00	B40126467

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

TREECYCLE LAND CLEARING INC
TREECYCLE LAND CLEARING INC
7227 7TH PLACE N
WEST PALM BEACH, FL 33411

LBTR Number: 200605149
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY
EXPIRE: SEPTEMBER 30, 2015

CASEY, SEAN
TREECYCLE LAND CLEARING INC
8180 96TH COURT SOUTH
BOYNTON BEACH, FL 33472

SIGNATURE _____

EXCAVATION/CLEARING

FL# N/A **PSL# 10104**

BROWARD COUNTY
FLORIDA

SEAN CASEY

TREE TRIMMER "B" CERTIFICATION

TREECYCLE LAND CLEARING INC.

OWNER AND TRAINED EMPLOYEE

CC# B-1238 **Ref. 30363173**

Expires 8/31/2015 **Ctrl# 15-24599**

April 8, 2014

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:

   - A copy of the company's Broward County Tree Trimmer license
   - Proof of the company's current insurance coverage
   - At least one person should possess a current Tree Trimmer training card (Class B licenses only). Current training cards reflect that training was completed within
   - the past two (2) years.
   - Picture identification issued by a government entity or agency

2. At least one trained person must be available at every work site where tree trimming is being carried out.

3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.

4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.

5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Saftey and Health Act of 1970 (OSHA).

6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.

7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

BROWARD COUNTY FLORIDA CLASS: B

TREE TRIMMER LICENSE

TTL#: B- 1238 EXPIRES: 08/31/2015

TREECYCLE LAND CLEARING INC.
8180 96 COURT SOUTH
BOYNTON BEACH, FL 33472

TRAINED EMPLOYEE: SEAN CASEY

TREECYCLE LAND CLEARING INC.
8180 96 COURT SOUTH
BOYNTON BEACH, FL 33472

N/A

WORKERS COMPENSATION EXEMPTION AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees. Form must be signed and notarized.

Name _____
First Last

Address _____
Street City

Phone _____
Home Business

This is to certify that _____
(Business Name)

_____ is a
Street City State Zip

Sole Proprietorship

OR

Corporation/Partnership

And has _____ employees, other than the owner his/her self.
(no. of employees)

Therefore, under the terms of Chapter 440,F.W., Workers' Compensation regulations it is NOT necessary for the above company to carry Workers' Compensation Insurance.

_____
(signature)

Sworn and subscribed to me this _____ day of _____, 20_____.

Personally known _____ Or, Produced ID: _____ (Type Produced)_____

NOTARY PUBLIC _____

My Commission Expires:

_____

WELLINGTON LOCAL PREFERENCE

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☑ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: Treecycle Land Clearing Inc.

2. The address of the business is: 8180 96th Court S, Boynton Beach, FL 33472

3. How long has the business been located at its current address: 1 1/2 years

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☑ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 061756629 Applicants Business Address 8180 96th Ct S,

Boynton Beach, FL 33472

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

_____

Print Name: Sean Casey

Title: President

Date: 11/19/14

CITY OF: Boynton Beach

COUNTY OF: Palm Beach

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 19th day of November, 2014, by Sean Casey. He/She is personally known to me or has presented

- - -

_____ as identification.

Alma Long

(Signature of Notary)

ALMA LONG

(Print or Stamp Name of Notary)

Notary Public Florida

(State)

ALMA LONG
MY COMMISSION # EE93159
EXPIRES: May 11, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Notary Seal

Signature of Individual if Sole Proprietor:

_____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____. He/She is personally known to me or has presented

_____ as identification.

_____

(Signature of Notary)

_____

(Print or Stamp Name of Notary)

Notary Public _____

(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[ ] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

[ ] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Treecycle Land Clearing Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Sean Casey
NAME (PRINT OR TYPE)

President
TITLE

NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to retrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

Treecycle Land Clearing Inc.
Name of Bidder

Sean Casey
Print name of designated signatory

Signature

President
Title

On this 19th day of November 20___, before me appeared Sean Casey personally known to me to be the person described in and who executed this Affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Signature

Notary Public in and for the State of Florida

(Affix Seal Here)

Alma Long
(Name Printed)

ALMA LONG
MY COMMISSION # EE93159
EXPIRES: May 11, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Residing at Royal Palm Beach, FL

My commission expires 5/11/2015