

CITY OF VERO BEACH

**WATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TEST**

BID NO. 060-15/JO

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – RICHARD WINGER

VICE MAYOR – JAY KRAMER

COUNCIL MEMBERS

AMELIA GRAVES

RANDOLPH B. OLD

PILAR TURNER

CHARTER OFFICERS

CITY MANAGER – JAMES R. O'CONNOR

CITY CLERK - TAMMY K. VOCK

CITY ATTORNEY – WAYNE COMENT

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CITY OF VERO BEACH, FLORIDA

**INVITATION TO BID
BID NO. 060-15/JO**

Sealed Bids will be received by the Manager of Purchasing, 3455 Airport West Drive, Vero Beach, Florida, 32960, until 3:00 p.m., Thursday, February 12, 2015, and subsequently opened in a meeting to be held in the T&D Conference Room for the following:

**WATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TEST
Water & Sewer Department**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (800) 711-1712.

All Bids shall be submitted with (1) original and two (2) copies on the Bid Proposal forms provided within the Specifications. A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A Payment and Performance Bond for 125% of the Contract amount on the form provided by the City shall be used for contracts more than \$25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 125% of the Contract amount may be submitted. If the Contract is awarded in a sum less than \$25,000, the Performance and Payment Bond requirement may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked "BID NO. 060-15/JO WATER TREATMENT PLANT INJECTION WELL MECHANICAL INTEGRITY TEST " on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 29th day of January, 2015.

CITY OF VERO BEACH, FLORIDA

JAMES R. O'CONNOR
CITY MANAGER

CITY OF VERO BEACH, FLORIDA

INSTRUCTIONS TO BIDDERS

1. GENERAL

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

3. INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

Telephone: (772) 978-5470

By Courier:
City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

E-mail: purchase@covb.org

5. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

6. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

7. TIME OF COMPLETION

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

8. SUBMISSION OF BIDS

All Bid proposals must be delivered to the Manager of Purchasing, T&D Facility, 3455 Airport West Drive, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

EXAMPLE: By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

BID NO. _____
BID DESCRIPTION _____
BID DATE _____

9. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. The Contractor shall comply with all regulatory conditions. The Contractor is specifically advised that work within the project site is subject to conditions imposed by the FAA as a result of proximity to the airport. As part of the construction of the injection well system in 2009, a change to the Airport Layout Plan was proposed and conditionally approved by the FAA to address the drill rig's effect on the flight plans. Applicable documentation relating to this modification is included in Appendix C for informational purposes only. The intent for providing this information is to make the bidder fully aware that FAA restrictions must be met and to inform the bidder of the criteria to comply with FAA regulations when the well was constructed.

10. REJECTION OF BIDS

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders.

Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

11. WITHDRAWALS AND MODIFICATIONS

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing. All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

12. CONTRACT AWARD

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

13. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

14. PATENT FEES, ROYALTIES AND LICENSES

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work

agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

15. PAYMENT AND PERFORMANCE BOND

The Contractor shall furnish the Payment and Performance Bonds required herein, within ten (10) days of the execution of the Contract and before commencement of the Work. The Payment and Performance Bond shall ensure the payment of all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, services, or labor (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor and shall ensure that the Contractor performs any and all contractual obligations, including with respect to any and all guarantees. The Bond shall continue in effect after completion and acceptance of the Work for the guarantee period provided in the Contract or by law, whichever is longer. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and substitute it, before such termination, with a new Payment and Performance Bond for the guarantee period. In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, prior to permitting work to commence, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Performance Bond; and
3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Performance Bond to the City.

16. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

17. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

18. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document. No variances by the bidder shall be deemed to be part of the submitted bid unless such variance is listed, contained and referenced on the variance form.

19. PUBLIC ENTITY CRIMES

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

20. LOCAL PREFERENCE ORDINANCE

Section 2-352. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) "Non-local business" means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a "Local Business Certification Form," in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the "Local Business Certification Form" together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a "local business."

C. Local preference in purchases by means of formal competitive bid. In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

(1) When a qualified and responsive, non-local business submits the lowest price bid (herein, "Apparent Low Bidder"), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the "Lowest Local Bidder") shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein "Invitation");

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder

(g) If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

E. Exclusions and limitations.

(1) Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

(2) The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

(3) The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

(4) The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

(5) The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

CITY OF VERO BEACH, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening

The time and place for the opening of Bids, as described in the Invitation to Bid.

C. Change Order

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

D. City ("Owner")

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

E. Commencement Date

The date on which the Contractor may start the Work, as described in the Notice to Proceed.

F. Completion Date

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

I. Contractor

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

J. Drawings

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

K. Extra Work

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Notice to Proceed

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

M. Site

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

N. Specifications

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

O. Subcontractor

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

P. Surety

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

Q. Time of Completion

The total number of calendar days from and including Commencement Date through the Completion Date.

R. Work

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

2. SCHEDULE OF WORK

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

3. EXTENSION OF TIME

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK

- A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.
- B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.
- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

5. SUPERINTENDENTS

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

6. SUBCONTRACTORS

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

7. EMPLOYEES

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

8. CHANGES IN SCOPE OF WORK; EXTRA WORK

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.
- C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

9. PAYMENT FOR EXTRA WORK

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

- A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.
 - 1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.
 - 2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.
- B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.
- C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.
- D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.
- E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.
- F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

10. OMITTED WORK

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or

- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

11. TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:
 - 1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;
 - 2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;
 - 3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;
 - 4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or
 - 5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.
- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.
- D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:
 - 1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;

- 2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and
- 3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

12. SAFETY; MAINTAINING THE SITE

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.
- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

13. RISK OF LOSS

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

14. SUSPENSION OF WORK

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

15. CLEAN UP OF SITE

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

16. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

17. INDEMNIFICATION

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.
- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-contractors of Contractor.

18. INSURANCE

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

19. INTERPRETATION OF SPECIFICATIONS

- A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.
- B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

20. DISPUTED WORK

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply. Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

21. NO WAIVER OF LEGAL RIGHTS

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.

22. DEFECTIVE WORK

- A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract.

Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.

- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.
- D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.
- E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

23. TOOLS & EQUIPMENT

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

24. TESTING

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

25. PERMITS & FEES

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

26. MISCELLANEOUS

A. Notice:

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- 1) in writing;
- 2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:
 - (a) by hand;
 - (b) by overnight mail service (such as Federal Express); or
 - (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To Company:

With a copy to:

To: [Name of Division]
 Attn:
 Name of Company
 Street Address
 City / State / Zip Code
 Telephone: (xxx)xxx-xxxx
 Facsimile: (xxx)xxx-xxxx

With a copy to: [Name of Division]
 [Contact] [Title] Attn: [Contact] [Title]
 Name of Company
 Street Address
 City / State / Zip Code
 Telephone: (xxx)xxx-xxxx
 Facsimile: (xxx)xxx-xxxx

To CITY:

City of Vero Beach, Florida
Attn: Robert J. Bolton, Director
Water & Sewer Department
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) xxx-xxxx
Facsimile: (772) xxx-xxxx

With a copy to:

City of Vero Beach, Florida
Attn: Carol Shoaf, Contract Administrator
3455 Airport West Drive
P.O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-5470
Facsimile: (772) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

B. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

C. Severability

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

D. Choice of Law; Venue

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

E. Attorneys' Fees

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

F. Article Headings For Convenience Only

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

27. GRATUITIES

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

CITY OF VERO BEACH, FLORIDA

SUPPLEMENTARY GENERAL CONDITIONS

1. SHOP DRAWINGS

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

2. CONFLICTS

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

3. COORDINATING WITH OTHER CITY PROJECTS

- A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:

- A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach (Utility Department), AT&T Broadband (cable TV), AT&T, BellSouth, City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

- B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

5. APPLICABLE STANDARDS

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection
FAA	Federal Aviation Administration

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

6. SECURITY OF WORK AREA

Work area must be maintained to allow access to all operating equipment in the construction area.

7. QUALITY OF ITEMS AND WORKMANSHIP

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

8. MATERIALS DISPOSAL AND CLEANUP

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

9. CONTRACTOR SAFETY

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

10. MISCELLANEOUS

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

11. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

12. FORCE MAJEURE

Except as otherwise expressly provided herein, City shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

13. QUALIFICATION OF BIDDER

The contract will be awarded only to a responsible contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the Owner within the time limit stated. The Contractor shall take note of the rig height limitations set forth in the FAA permit included in this document and assume full compliance with same. In addition to the above, the Contractor shall satisfy the following criteria:

- A. Be properly licensed to perform work as a Water Well Contractor in the State of Florida, Indian River County, and the City of Vero Beach.
- B. The Contractor shall have performed a minimum of three (3) mechanical integrity tests on Class I injection wells. The Contractor or his proposed subcontractor shall also have performed a minimum of three (3) radioactive tracer survey tests and be properly licensed by the appropriate agencies to handle radioactive material.
- C. References from a minimum of three (3) other project owners for comparable projects.

Bidders are advised that the Owner reserves the sole right to award the project to the bidder which, in the Owner's sole opinion, best serves the interest of the Owner.

14. EXISTING PLANS

Copies of available Owner's records of existing facilities which may impact the proposed construction are available for review at the offices of ARCADIS, Inc. and the City of Vero Beach Water Treatment Facility. No guaranty as to the completeness or accuracy of this information is made, or implied, by the Owner or the Engineer.

15. SITE USAGE AND SECURITY

Security at the construction site is given a very high priority by the Owner. The Contractor shall recognize that this project is sensitive in nature as a result of homeland security concerns and the security criteria stipulated herein constitutes a material inducement of the Owner to enter into this contract with the Contractor. It is acknowledged that the project will require activities at multiple locations on the project site. However, in recognition of the Owner's security focus and the fact that this is an active and functioning facility, the Contractor shall take reasonable scheduling steps to minimize the degree to which the entire facility is simultaneously impacted by this project. The Owner reserves the right to require timing adjustment of certain activities where the impact is judged to have a comparatively minor, or no, effect on efficiency. The Contractor shall restrict all parking, office placement and equipment trailers, stored material storage, lay-down areas, pre-fabrication work areas and other related items strictly to the area immediately adjacent to the injection well.

The existing site is fully secured. The integrity of the perimeter wall or fence must be maintained at all times. Accordingly, the Contractor shall provide temporary fencing of equal or greater security value to the existing as required.

It is further noted that the Owner has implemented site security measures which restrict and control entrance to and exit from the site. The Contractor shall anticipate and work within the requirements of the Owner's security measures. The Owner reserves the right to require the Contractor to perform a background check on all agents, licensees, invitees, employees, subcontractors, material-men, workers and suppliers entering the site and supply the results to the Owner. Should this occur, the Contractor shall secure appropriate releases and authorizations from the affected parties prior to performing the background checks. All background checks shall be performed prior to allowing the workers on to the project site. The Owner reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information, regardless of the result of such background check or other relevant information. Background checks shall be in such form and fashion as is acceptable to the Owner but at a minimum shall be performed through the Indian River County Sheriff's Department and the Florida Department of Law Enforcement or such other entity, firm or individual acceptable to the Owner, in its' sole discretion. The Contractor shall allow for the time to perform the necessary background checks within the project schedule.

Nothing herein shall confer liability upon the Owner as a result of the security steps and provisions set forth in this contract. Each party who has had a background check performed shall be required to carry identification and a clearance tag. Such identification and clearance tag shall be required to enter the site and shall be maintained with the person at all times while on site. The Contractor shall provide to the Owner a complete roster of all parties to enter the work site pursuant to this construction and to keep said roster updated and current on at least a monthly basis.

16. OSHA COMPLIANCE

By submitting a bid, bidders agree that the products furnished and construction methods used will comply with the Williams-Steger Occupational Safety and Health Act of 1970 and/or the Florida Division of Safety, whichever is applicable.

17. MATERIAL SAFETY DATA SHEETS

The selected bidder shall provide a copy to the Owner through the Engineer of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work in compliance with Chapter 442, Florida Statutes.

18. DRAWING SCALES

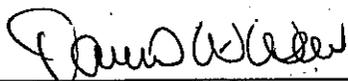
The Contractor is cautioned that scales indicated on the drawings are based on full size (24" X 36") plans. Reduce size plans do not have the indicated scales adjusted to reflect the actual plan size.

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

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 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 employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

CITY OF VERO BEACH, FLORIDA
BID PROPOSAL

BID NO. 060-15/JO - WATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TEST

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City Council, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Dated this 9TH day of FEBRUARY, 2015.

Respectfully submitted:

ALL WEBBS ENTERPRISES, INC.
Bidder
309 COMMERCE WAY
Address
JUPITER, FLORIDA 33458
City, State and Zip Code

**CITY OF VERO BEACH
 BID SCHEDULE
 BID NO. 060-15/JO WATER TREATMENT PLANT
 INJECTION WELL MECHANICAL INTEGRITY TEST**

Furnish all equipment, labor, supervision, materials, transportation and services to perform all Work set forth in the Contact documents, subject to adjustments provided below, for the prices Bidder provides on the Schedule of Values per specifications provided.

Item	Description	Quantity	Unit	Unit Price	Total Amount
1.	Video survey of complete well and open hole	N/A	LUMP SUM	N/A	\$ 4,500 ⁰⁰
2.	MIT (Pressure Test) of Annular Space	N/A	LUMP SUM	N/A	\$ 4,000 ⁰⁰
3.	Temperature and Background Gamma-ray Logging and Radioactive Tracer Survey Testing	N/A	LUMP SUM	N/A	\$ 5,500 ⁰⁰
4.	Standby Time when Ordered by the Engineer	24	HOUR	\$ 20	\$ 480 ⁰⁰

TOTAL BID AMOUNT (Items 1-4) \$ 14,480⁰⁰

ADDITIVE ALTERNATES

5.	Non-Abrasive Tubing Brushing and additional video survey (if necessary)	N/A	LUMP SUM	N/A	\$ 6,500 ⁰⁰
6.	MIT (Pressure Test) of Injection Well using an Inflatable Packer (if necessary)	N/A	LUMP SUM	N/A	\$ 13,000 ⁰⁰

TIME OF COMPLETION:

By submitting a bid, the Contractor acknowledges that according to regulatory permit requirements the official injection well hydrostatic pressure test must be completed no later than April 22, 2015 to satisfy regulatory requirements.

**CITY OF VERO BEACH
BID SCHEDULE (continued)
BID NO. 060-15/JO WATER TREATMENT PLANT
INJECTION WELL MECHCANICAL INTEGRITY TEST**

Firm Name ALL WEBBS ENTERPRISES INC.

Address: 309 COMMERCE WAY

City JUPITER & State: FL

Telephone: (561)746-2079 Fax: (561)746-4199 E-Mail: ALLWEBBS@ALLWEBBS.COM

Name, Typed or Printed: DAVID WEBB

Signature:  (pm)

Title: PRESIDENT.

Note:

Time is of the essence for this project and the Owner may consider the ability of the bidder to complete the project within the prescribed time frame in the determination of the best bid. Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the Work. Owner also may consider operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and subcontractors and the Owner is satisfied that the bidders and subcontractors are qualified to do the Work and have the necessary organization, capital, experience and equipment to carry out the provisions of the contract to the satisfaction of the Owner within the time specified. The Owner reserves the right, at Owner's discretion, to reject any or all bids with or without cause, to waive technical errors and informalities, to negotiate contract terms with the successful bidder, and to accept the bid which in his judgment best serves the Owner.

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

36

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

SEE LIST 2014

3. Have you ever failed to complete Work awarded to you; if so, where and why?

NO.

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

SEE LIST

Phone

Email

Phone

Email

Phone

Email

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

YES

6. Will you sublet any part of this Work? If so, give details and provide list of all subcontractors and the work they will perform?:

NO

7. What equipment do you own that is available for the Work?

SEE LIST

8. What equipment will you purchase for the proposed Work?

NONE

9. What equipment will you rent for the proposed Work?

NONE

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

ALL WEBBS ENTERPRISES INC.
(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

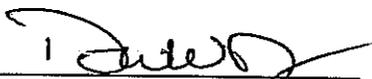
CORPORATION

b. The address and phone number of principal place of business is

309 COMMERCE WAY JUPITER, FL 33458 (561) 746-2079

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

DAVID WEBB SR (PRES.), DAVID WEBB JR. (V.P.),
DEBBY WEBB (SEC.)


(Bidder)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we All Webbs Enterprises, Inc.
309 Commerce Way, Jupiter, Florida 33458 (hereinafter called Principal)

and Berkley Insurance Company (hereinafter called the Surety), with its principal offices in the City of Morristown, New Jersey and authorized to do business in the State of Florida, are held and firmly bound unto City of Vero Beach, Florida as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Amount of the Bid ----- Dollars (\$ 5% of the Bid) for the payment of which sum will 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 is about to submit or has submitted a Bid for:
Water Treatment Plant, Injection Well Mechanical Integrity Test
Water & Sewer Department Bid No. 060-15/JO and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

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

SIGNED AND SEALED this 12th day of February, 2015.

[Signature]
All Webbs Enterprises, Inc.
Principal Seal
[Signature]
Title

Nicholas Lee
Witness

Berkley Insurance Company
Surety Seal
[Signature]
Title Joseph D. Johnson, Jr. Attorney-in-Fact
Florida Resident Agent

Joann H. Behout
Witness

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan or John Scott Harris of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14 day of January, 2014.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 14 day of January, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of February, 2015.

(Seal)

Andrew M. Puma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ (hereinafter called Principal)

and _____ (hereinafter called the Surety), with its principal offices in the City of _____ and authorized to do business in the State of Florida, are held and firmly bound unto _____ as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____) for the payment of which sum will 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 is about to submit or has submitted a Bid for:
_____ and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

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

SIGNED AND SEALED this _____ day of _____, 20__.

_____ Witness	_____ Principal	_____ Seal
_____ Witness	_____ Title	_____ Surety
	_____ Title	_____ Seal

FORM OF AGREEMENT

**BID NO. 060-15/JO WATER TREATMENT PLANT INJECTION
WELL MECHANICAL INTEGRITY TEST**

THIS AGREEMENT made and entered into as of the 3rd day of March, 2015 by
and between

NAME OF CONTRACTOR: All Webbs Enterprises Inc

ADDRESS OF CONTRACTOR: 309 Commerce Way

CITY, STATE, ZIP CODE: Jupiter, Fl 33458

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the Work as described in the Documents entitled "BID NO. 060-15/JO WATER TREATMENT PLANT INJECTION WELL MECHANICAL INTEGRITY TEST" for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. COMMENCEMENT AND COMPLETION - The Contractor shall commence Work under this Contract within One (1) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work no later than April 22, 2015, unless the City grants Contractor an extension of time, as described herein.

Article 3. THE CONTRACT SUM - The City shall pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount Thirty-Three thousand Nine Hundred Eighty Dollars

Numerical Amount \$33,980.00

Article 4. PROGRESS PAYMENTS - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such progress payments on or about the 10th of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment.

Ten (10%) percent of the amount due and payable to the Contractor will be retained from each progress payment, to ensure that the Contractor completes all Work under this Contract and complies with all obligations hereunder.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment. If the Contract is in a sum less than \$25,000, a single final payment will be made upon the City's acceptance of all Work.

Article 5. FINAL PAYMENT - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

Article 6. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

Article 7. GUARANTEES - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

Article 8. LIQUIDATED DAMAGES - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Three Hundred and no/100 (\$300.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

Article 9. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. The Contractor 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, studies or similar information or data in respect of said underground facilities are or will be required by Contractor 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, including other revisions specified elsewhere herein.
- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 10. CONTRACT UNIT PRICES - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

TITLE: BID NO. 060-15/JO WATER TREATMENT PLANT
INJECTION WELL MECHCANICAL INTEGRITY TEST

WITNESSED BY:

All Webbs Enterprises, Inc

Sign: Nicholas Lee
Print: NICHOLAS LEE

Sign: David Webb Jr
Print: DAVID WEBB JR
Title: VICE PRESIDENT

Sign: Kenwin Lee
Print: KENWIN LEE

Sign: David Webb Sr
Print: DAVID WEBB SR
Title: PRESIDENT

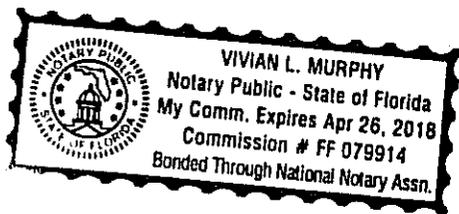
(CORPORATE SEAL)

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3 day of March, 2015, by David Webb as Prs, and David Webb Jr as V-Pres, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: Vivian L. Murphy
Print: Vivian L. Murphy
State of FL at Large (seal)
Commission No.: FF 079914
My Commission Expires: 4/26/18



TITLE: BID NO. 060-15/JO WATER TREATMENT PLANT
INJECTION WELL MECHCANICAL INTEGRITY TEST

ATTEST:

Sign: Tammy K. Vock
Print: TAMMY K. VOCK
Title: City Clerk

CITY OF VERO BEACH:
Sign: James R. O'Connor
Print: James R. O'Connor
Title: City Manager

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 23rd day of March, 2015, by James R. O'Connor, City Manager of the City of Vero Beach, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.



NOTARY PUBLIC

Sign: Sherri Philo
Print: Sherri Philo
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

Approved as to technical requirements:
policy:

Robert J. Bolton
Robert J. Bolton, Director of Water & Sewer

Approved as conforming to municipal
James R. O'Connor
James R. O'Connor, City Manager

Approved as to form and legal sufficiency:

Wayne R. Coment
Wayne Coment, City Attorney

Approved as to budget sufficiency:

Cynthia D. Lawson
Cynthia D. Lawson, Director of Finance



March 2, 2015

City of Vero Beach
1053 20th Place
P. O. Box 1389
Vero Beach, Florida 32961-1389

Re: Authority to Date Bonds and Powers of Attorney
Principal: All Webbs Enterprises, Inc.
Project: Water Treatment Plant Injection Well
Mechanical Integrity Test
Bond # 0189797

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize the City of Vero Beach, Florida to date the Agreement, Bonds, and Powers of Attorney for the captioned project after the award of the Contract.

Yours very truly,

Berkley Insurance Company

A handwritten signature in black ink, appearing to read "JDJ", is written over the printed name of Joseph D. Johnson, Jr.

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

JDJjr/jhb

Bond No. 0189797

Contract No. 1668-C

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, All Webbs Enterprises, Inc. (hereinafter "Contractor"), of
(contractor legal name)

309 Commerce Way, Jupiter, Florida 33458, 561-746-2079,
(address) (city, state, zip) (telephone number)

as principal, and Berkley Insurance Company (hereinafter "Surety"), of
(surety legal name)

412 Mount Kemble Ave., Suite 310N, Morristown, NJ 07960, 866-768-3534,
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772-
(telephone number)

in the sum of Forty-Two Thousand, Four Hundred Seventy-Five Dollars \$ 42,475.00,
(125% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the 3rd day of March 2015, entered into a contract with City for Water Treatment Plant Injection Well Mechanical Integrity Test
(general description of the improvement or work)

located and identified as Vero Beach, Florida
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS 3 day of March, 2015

Witnesses as to Contractor:

ATTEST:

CONTRACTOR (Principal):

Kenwin Lee
Print Name: KENWIN LEE

All Webbs Enterprises, Inc. (SEAL)
Full Legal Name of Contractor

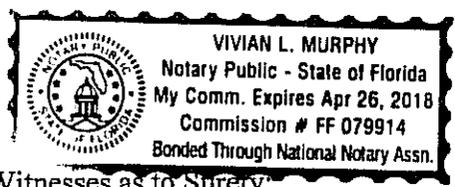
Nicholas Lee
Print Name: NICHOLAS LEE

Signature: [Signature]
Print Name: David Webb, Jr.

As its: V-Pres
Title

STATE OF FL
COUNTY OF Palom Beach

The foregoing instrument was acknowledged before me this 3 day of March, 2015
by David Webb Jr. as V-Pres for
(Name) / (Title)
All Webbs Enterprises, Inc.
(Full Legal Name of Contractor)



Vivian L. Murphy
NOTARY PUBLIC
Print Name: Vivian L. Murphy
My Commission Expires: 7/26/18

Witnesses as to Surety:

SURETY:

Jeanne Miller
Print Name: Jeanne N. Miller

Berkley Insurance Company (SEAL)
Full Legal Name of Surety

Barbara J. Mohroe
Print Name: Barbara J. Mohroe

Signature: [Signature]
Print Name: Joseph D. Johnson, Jr., Attorney-in-Fact
As its Attorney-in-Fact Florida Resident Agent

45 801 N. Orange Avenue, Suite 510
Orlando, Florida 32801

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5708 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637
TEL: 773-936-3700
FAX: 773-936-3701
WWW.CHEM.UCHICAGO.EDU



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of March, 2015,
by Joseph D. Johnson, Jr. as Attorney-in-Fact and for
(Name) Florida Resident Agent (Title)
Berkley Insurance Company
(Full Legal Name of Surety)



Joann H. Bebout
NOTARY PUBLIC
Print Name: JoAnn H. Bebout
My Commission Expires: July 12, 2017

Witnesses as to Agent:

Print Name:

Print Name:

COUNTERSIGNATURE: (Agent)

Signature _____

Print Name: _____

As: _____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____ for
(Name) (Title)

(Full Legal Name of Surety)

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan or John Scott Harris of Joseph D. Johnson & Company of Orlando, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14 day of January, 2014.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14 day of January, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
Notary Public, State of Connecticut
MY COMMISSION EXPIRES OCTOBER 31, 2014

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this ___ day of ___

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE BOND

- (1) Bond must be a Payment and Performance bond and shall be on the form provided by the City. No other format will be accepted.
- (2) Bond must not be dated earlier than date of the Contract for which this Bond is given.
- (3) The form of bond shall be used for each contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained.
- (4) If the principal (contractor) is a corporation, insert the full legal name and address of the corporation. Verify that the corporation is active and authorized to do business in Florida. Execution by the corporate president or vice-president is required with attestation by the corporate secretary. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no seal, a scroll or adhesive seal shall appear following the corporate name.
- (5) If the principal (contractor) is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite the seal.
- (6) If the principals (contractor) are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign, the managing and general partner(s) of a limited partnership shall sign.
- (7) If the principal (contractor) is a limited liability company, insert the full legal name and address of the company. Verify that the company is active and authorized to do business in Florida. The managing member(s) of the company shall sign.
- (8) The above rules for execution also apply to the Surety executing the bond.
- (9) The Surety must meet the requirements of F.S. 287.0935 (and execute under seal if a corporation):
 - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); and
 - (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and

- (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
 - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (10) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed counterpart of the bond. (Under seal if a corporation).
- (11) If the bond is executed by an out-of-state agent, the executed counterpart of the bond must be countersigned by a Florida licensed resident agent.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the _____, and _____ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$_____ of which there remains due owing and unpaid the sum of \$_____ to the undersigned.

Corporate Seal

Sub-Contractor

WITNESS:

By: _____

Title: _____

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

Notary Seal

Notary Public State of Florida
at Large

CITY OF VERO BEACH WATER & SEWER DEPARTMENT

WAIVER AND RELEASE OF CLAIMS UPON PROGRESS PAYMENT

Project: _____ Project No. _____
Date of Contract: _____ Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of the sum of \$ _____, the receipt and sufficiency of which is acknowledged, hereby waives and releases its claims and right to make any claim for all labor, services, materials, and equipment furnished through _____ to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements, through the referenced date.

This waiver and release of claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract through the referenced date, but does not cover retention, if any, pursuant to the contract. In executing this waiver and release of claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of claims for the contractor, its representatives, assigns and successors.

Contractor

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2015, by _____, who _____ is personally known to me OR _____ produced _____ as identification.

Notary Public
Print Name:
My Commission Expires:

CITY OF VERO BEACH WATER & SEWER DEPARTMENT
WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: _____
Date of Contract: _____

Project No. _____
Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of \$ _____, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

Contractor

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2015, by _____, who _____ is personally known to me OR _____ produced _____ as identification.

Notary Public
Print Name:
My Commission Expires:

LOCAL BUSINESS CERTIFICATION FORM

1. "Local business" shall mean a business that meets all of the following criteria:
- (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
 - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
 - (c) Holds any license or competency card required by Indian River County; if applicable; and
 - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: _____

2. Address: _____

3. If applicable, Contractor License or Competency Card #: _____

4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.

5. If applicable, Business Tax Receipt #: _____

6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.

7. Phone Number: _____ Fax Number: _____

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: _____

Name and Title: _____

VENDOR PLEASE DO NOT COMPLETE BELOW

To be completed by an authorized representative from City of Vero Beach:

Meets definition of Local Business YES NO

If NO, provide reason:

_____ Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.

INSURANCE REQUIRED

INSURANCE REQUIRED

(Construct. 5k – 300k Revised 05/16/2013)

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation**

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

2. **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

\$1,000,000 per occurrence/\$2,000,000 aggregate

3. **Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

\$1,000,000 /combined single limit (CSL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2015

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 Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach, FL 33445-3902	CONTACT NAME: Jill Sayer PHONE (A/C, No, Ext): (561) 278-0448 E-MAIL ADDRESS: jsayer@weekescallaway.com	FAX (A/C, No): (561) 278-2391
	INSURER(S) AFFORDING COVERAGE	
INSURED All Webb's Enterprises, Inc. 309 Commerce Way Jupiter, FL 33458	INSURER A: Crum & Forster Specialty	NAIC # 44520
	INSURER B: Travelers Indemnity Co of Amer	NAIC # 25666
	INSURER C: Phoenix Insurance Co	NAIC # 25623
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1411306067 **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	ADL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EPK105954	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Pollution Liability						PERSONAL & ADV INJURY \$ 1,000,000	
<input checked="" type="checkbox"/> \$5,000 Per Claim Ded.	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMPI/OP AGG \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
B	AUTOMOBILE LIABILITY			DT-810-1735P699-TIA-14	11/2/2014	11/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
single limit							\$	
A	UMBRELLA LIAB			EFX101959	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
C	Installation Floater			QT-660-1984P108-PHX-13=4	11/2/2014	11/2/2015	\$500,000 Installation Floater \$1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Contract 1668-C, Water Treatment Plant Injection Well Mechanical Integrity Test
 City of Vero Beach is named as an Additional Insured with respects to General Liability when required by written contract with the Named Insured per policy terms and conditions. Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non-renewal.

CERTIFICATE HOLDER City of Vero Beach Manager of Purchasing 3455 Airport West Drive Vero Beach, FL 32960	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 Rose McEwen, CIC/JDS <i>Rose Ann McEwen</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) or Organization(s) Where Required By Written Contract</p>

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2015

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 IRON FIDELITY INSURANCE SERVICES, LLC. 2004 LA PRADA PARKWAY MESQUITE, TX. 75150	4041	CONTACT NAME: Payroll Management, Inc.	FAX (A/C, No): 850-243-5640
		PHONE (A/C, No, Ext): 850-243-5604	
		E-MAIL ADDRESS: payroll@pmipco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: XL SPECIALTY INSURANCE COMPANY	37885
INSURED Payroll Management, Inc. 348 Miracle Strip Parkway SW Suite 39 Fort Walton Beach, FL. 32548 850-243-5604	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below			RWE9435453	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*COVERAGE ONLY APPLIES TO ACTIVE EMPLOYEE(S) OF PAYROLL MANAGEMENT INCORPORATED, THAT ARE LEASED TO THE FOLLOWING ALL WEBS ENTERPRISES: PAYROLL MANAGEMENT INC.
 **COVERAGE ONLY APPLIES TO INJURIES INCURRED BY PAYROLL MANAGEMENT INCORPORATED & SUBSIDIARIES ACTIVE EMPLOYEE(S) WHILE WORKING IN THE STATE OF FLORIDA.
 ***COVERAGE DOES NOT APPLY TO STATUTORY EMPLOYEE(S) OR INDEPENDENT CONTRACTOR(S) OF THE CLIENT COMPANY OR ANY OTHER ENTITY.
 ****DOES NOT COVER USLH.
 A LIST OF ACTIVE EMPLOYEE(S) LEASED TO ALL WEBS ENTERPRISES CAN BE OBTAINED BY EMAIL TO PAYROLL@PMPECO.COM

CERTIFICATE HOLDER

CANCELLATION 4041

City of Vero Beach Manager of Purchasing 3455 Airport West Drive Vero Beach, FL 32960	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 <i>Adam Goldberg</i>

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EMPLOYEE ROSTER REPORT

All Webb's Enterprises, Inc.

WITH SEL.STATUS.CLASS = "A" By EMPLOYEE FULL NAME (LAST, FIRST)

LEE, NICHOLAS

Date Hired 05-01-2014
Employee No
SSN ###-##-8981
Birthdate 11-17-1985
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8810
Hourly Rate 13.0000
Annual Pay 27040.00

Employee No
Pay Method H - Hourly
Pay Period W - Weekly
Job 8810N8 - 7-8810 CLERICAL
Department 7-8810 - CLERICAL
Division OFFIE - OFFICER
Location MAIN

MITCHELL, SAMUEL

Date Hired 01-07-2011
Employee No 5
SSN ###-##-1337
Birthdate 08-09-1955
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 20.0000
Annual Pay 41600.00

Employee No 5
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 5-8227 - CONSTRUCTION - YARD ONLY
Division -
Location MAIN

MURPHY, VIVIAN L

Date Hired 01-07-2011
Employee No 6
SSN ###-##-2149
Birthdate 01-26-1945
Gender F - Female

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8810
Hourly Rate 21.0000
Annual Pay 0.00

Employee No 6
Pay Method H - Hourly
Pay Period W - Weekly
Job 8810N8 - 7-8810 CLERICAL
Department 7-8810 - CLERICAL
Division OFFIE - OFFICER
Location MAIN

PONDLER, KENNETH

Date Hired 07-08-2014
Employee No 9
SSN ###-##-1993
Birthdate 08-06-1980
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 6204
Hourly Rate 21.0000
Annual Pay 43680.00

Employee No 9
Pay Method H - Hourly
Pay Period W - Weekly
Job 6204N8 - 3-6204 DRILLING NOC & DRIVER
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN

ROBBERS, DAVID S

Date Hired 01-09-2012
Employee No 37
SSN ###-##-1810
Birthdate 12-13-1974
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 20.0000
Annual Pay 41600.00

Employee No 37
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN



EMPLOYEE ROSTER REPORT

All Webb's Enterprises, Inc.

WITH SEL.STATUS.CLASS = "A" By EMPLOYEE FULL NAME (LAST, FIRST)

HAGGERTY, EUGENE

Date Hired 01-22-2015
 Employee No
 SSN ###-##-9640
 Birthdate 08-25-1943
 Gender M - Male

Employee Id
 Status A-A
 Type FT-FT
 Exempt N
 WC Class 6204
 Hourly Rate 20.0000
 Annual Pay 0.00

Employee No
 Pay Method H - Hourly
 Pay Period W - Weekly
 Job 6204N8 - 3-6204 DRILLING NOC & DRIVER
 Department 3-6204 - DRILLING NOC & DRIVERS
 Division -
 Location MAIN

HARDEN, STANLEY L

Date Hired 11-06-2013
 Employee No 55
 SSN ###-##-4551
 Birthdate 04-27-1971
 Gender M - Male

Employee Id
 Status A-A
 Type FT-FT
 Exempt N
 WC Class 8227
 Hourly Rate 18.0000
 Annual Pay 37440.00

Employee No 55
 Pay Method H - Hourly
 Pay Period W - Weekly
 Job 8227N2 - 5-8227 CONSTRUCTION YARD ONLY
 Department 5-8227 - CONSTRUCTION - YARD ONLY
 Division -
 Location MAIN

HOSKINS, DREW R

Date Hired 04-22-2014
 Employee No 41
 SSN ###-##-0874
 Birthdate 03-14-1966
 Gender M - Male

Employee Id
 Status A-A
 Type FT-FT
 Exempt N
 WC Class 5183
 Hourly Rate 16.0000
 Annual Pay 33280.00

Employee No 41
 Pay Method H - Hourly
 Pay Period W - Weekly
 Job 5183N8 - 1-5183 PUMP INSTALL
 Department 1-5183 - PUMP INSTALL
 Division -
 Location MAIN

LANGLEY, KEVIN R

Date Hired 06-15-2011
 Employee No 27
 SSN ###-##-4312
 Birthdate 07-03-1969
 Gender M - Male

Employee Id
 Status A-A
 Type FT-FT
 Exempt N
 WC Class 5183
 Hourly Rate 31.2500
 Annual Pay 65000.00

Employee No 27
 Pay Method S - Salary
 Pay Period W - Weekly
 Job 5183N8 - 1-5183 PUMP INSTALL
 Department 2-5606 - CONTRACTOR - SUPERINTENDENT
 Division -
 Location MAIN

LEE, KENWIN

Date Hired 01-07-2011
 Employee No 3
 SSN ###-##-2246
 Birthdate 10-08-1956
 Gender M - Male

Employee Id
 Status A-A
 Type FT-FT
 Exempt N
 WC Class 6204
 Hourly Rate 48.0770
 Annual Pay 100000.16

Employee No 3
 Pay Method S - Salary
 Pay Period W - Weekly
 Job 6204N8 - 3-6204 DRILLING NOC & DRIVER
 Department 3-6204 - DRILLING NOC & DRIVERS
 Division -
 Location MAIN



EMPLOYEE ROSTER REPORT

All Webb's Enterprises, Inc.

WITH SEL.STATUS.CLASS = "A" By EMPLOYEE FULL NAME (LAST, FIRST)

ADOLPHE, KENT

Date Hired 05-31-2013
Employee No 53
SSN ###-##-7684
Birthdate 08-12-1982
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 17.0000
Annual Pay 35360.00

Employee No 53
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN

ASHLEY, JOSHUA

Date Hired 04-29-2014
Employee No
SSN ###-##-9694
Birthdate 07-23-1974
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 12.0000
Annual Pay 24960.00

Employee No
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN

BARRS, ANDREW J

Date Hired 04-04-2013
Employee No 45
SSN ###-##-9782
Birthdate 12-02-1984
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 14.0000
Annual Pay 29120.00

Employee No 45
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN

BENN, CARLTON B

Date Hired 07-18-2011
Employee No 30
SSN ###-##-9549
Birthdate 09-15-1955
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8227
Hourly Rate 17.0000
Annual Pay 35360.00

Employee No 30
Pay Method H - Hourly
Pay Period W - Weekly
Job 8227N2 - 5-8227 CONSTRUCTION YARD ONLY
Department 5-8227 - CONSTRUCTION - YARD ONLY
Division -
Location MAIN

GREGOIRE SR, STEVEN S

Date Hired 02-17-2015
Employee No
SSN ###-##-7851
Birthdate 06-05-1979
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 0.0000
Annual Pay 0.00

Employee No
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department -
Division -
Location MAIN



EMPLOYEE ROSTER REPORT

All Webb's Enterprises, Inc.

WITH SEL.STATUS.CLASS = "A" By EMPLOYEE FULL NAME (LAST, FIRST)

ROBBERS, MATTHEW

Date Hired 11-03-2014
Employee No
SSN ###-##-3881
Birthdate 10-21-1995
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 5183
Hourly Rate 11.0000
Annual Pay 22880.00

Employee No
Pay Method H - Hourly
Pay Period W - Weekly
Job 5183N8 - 1-5183 PUMP INSTALL
Department 1-5183 - PUMP INSTALL
Division -
Location MAIN

THRASHER, DWIGHT D

Date Hired 08-20-2012
Employee No 49
SSN ###-##-3356
Birthdate 05-21-1958
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8227
Hourly Rate 12.5000
Annual Pay 13000.00

Employee No 49
Pay Method S - Salary
Pay Period W - Weekly
Job 8227N2 - 5-8227 CONSTRUCTION YARD ONLY
Department 5-8227 - CONSTRUCTION - YARD ONLY
Division -
Location MAIN

WEBB JR, DAVID

Date Hired 01-07-2011
Employee No 15
SSN ###-##-4896
Birthdate 04-06-1978
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8810
Hourly Rate 50.4738
Annual Pay 104985.40

Employee No 15
Pay Method H - Hourly
Pay Period W - Weekly
Job 8810N8 - 7-8810 CLERICAL
Department 6-8742 - OUTSIDE SALES
Division -
Location MAIN

WEBB SR, DAVID W

Date Hired 01-07-2011
Employee No 13
SSN ###-##-9360
Birthdate 01-25-1955
Gender M - Male

Employee Id
Status A-A
Type FT-FT
Exempt N
WC Class 8742
Hourly Rate 72.1155
Annual Pay 150000.24

Employee No 13
Pay Method S - Salary
Pay Period W - Weekly
Job PRESID - PRESIDENT
Department 6-8742 - OUTSIDE SALES
Division OFFIE - OFFICER
Location MAIN

Total Roster Count:

19

February 03, 2015

COVB BID 030-15/PJW

**ADDENDUM NO. 1
TO
CITY OF VERO BEACH BID**

**WATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TESTING**

The following ADDENDUM is hereby made a part of the specifications for a **WATER TREATMENT PLANT INJECTION WELL MECHANICAL INTEGRITY TESTING** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

CLARIFICATION:

FOR BIDDING PURPOSES, PLEASE INCLUDE ITEMS 5 AND 6 ALONG WITH ITEMS 1-4 FOR CALCULATIONS OF BONDING REQUIREMENTS.

ALL ADDENDA MUST BE SIGNED BY THE BIDDER AND INCLUDED WITH THE BIDDING DOCUMENTS IN ORDER FOR BID TO BE CONSIDERED.

ALL WEBBS ENTERPRISES INC.
Company Name


Signature

ADDENDUM NO. 1

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

ALL WEBBS ENTERPRISES, INC.

Filing Information

Document Number	G53896
FEI/EIN Number	592418764
Date Filed	08/11/1983
State	FL
Status	ACTIVE

Principal Address

309 COMMERCE WAY
JUPITER, FL 33458

Changed: 03/11/1988

Mailing Address

309 COMMERCE WAY
JUPITER, FL 33458

Changed: 03/11/1988

Registered Agent Name & Address

WEBB, DAVID W.
902 DOLPHIN DRIVE
JUPITER, FL 33458

Name Changed: 06/29/1984

Address Changed: 02/07/1991

Officer/Director Detail

Name & Address

Title P

WEBB, DAVID W.
902 DOLPHIN DRIVE
JUPITER, FL 33458

Title ST

WEBB, DEBORAH C.



Key
IW - Injection Well
MW - Monitoring Well
PW - Floridan Production Well
ASR - Aquifer Storage & Recovery
IND - Industrial Well
MR - Maintenance & Rehabilitation
RTS- Radioactive Tracer Survey
MIT - Mechanical Integrity Testing

Below are references for projects awarded to and implemented by All Webbs Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 5/26/2014	START DATE	END DATE
1	Okeechobee Landfill, Inc. 10800 NE 128th Avenue Okeechobee, FL 34972 Mike Stallard		OUMIT2014 2014 IW-1 MIT	\$ 27,500.00	100%	Apr-14	May-14
2	URS Corporation 7800 Congress Avenue Suite 200 Boca Raton, FL 33487 David Hayman (561) 994-6500 david.hayman@urs.com		SWAIW1-MIT	\$ 26,000.00	100%	Feb-14	Apr-14
3	Progressive Water Resources 5589 Marquesas Circle Suite 202 Sarasota, FL 34233 Amy Roberts (941) 552-5657		Venice Gardens (DIW) #2	\$ 18,500.00	100%	Jan-14	Apr-14
4	Key Largo Wastewater Treatment 98880 Overseas Highway PO Box 491 Key Largo, FL 33037 (305) 451-4019		Key Largo IW MIT 98880 Overseas Highway Key Largo, FL 33037	\$ 38,450.00	100%	Nov-13	Feb-14
5	City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Doreen Foss (772) 344-4293		PSL MITs MIT Glades & Northport IW-1	\$ 27,310.00	100%	Nov-13	Dec-13
6	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbcwater.com		PBCWUD 13 SROC & SRWRF IW MIT	\$ 229,978.00	100%	Nov-13	May-14
7	City of Hallandale Beach Finance Department 400 S. Federal Highway Hallandale Beach, FL 33009 Hal Elsasser		Hallandale MIT Water Treatment Plant 215 NW 6 Avenue Hallandale Beach, FL 33009	\$ 13,740.00	100%	Sep-13	Oct-13
8	Okeechobee Utility Authority 100 SW 5th Ave. Okeechobee, FL 34974-4221 Becky Barnhart (863) 763-9460 Fax (863) 467-4335 bbarnhart@ouafl.com		OUA MIT Deep Injection Well MIT	\$ 27,150.00	100%	Sep-13	Sep-13

9	Collier County Board of County Commissioners Accounts Payable P.O. Box 413016 Naples, FL 34101-3016 Ronald Dillard (239) 252-5338		SCWRF MIT	\$ 25,450.00	100%	Aug-13	Sep-13
10	East Port Reclamation Charlotte County Utilities 3100 Loveland Blvd Port Charlotte, FL 33980 Denise Caruthers (561) 764-4505		Burnt Store Injection Well-2 East Port Reclamation Charlotte County Utilities 3100 Loveland Blvd Port Charlotte, FL 33980	\$ 26,800.00	100%	Jun-13	Jul-13
11	The Colinas Group, Inc. 2031 E. Edgewood Drive, Suite 5 Lakeland, Florida 33803 Jack Garbade, P.G. (863) 669-9141		Atlantic Brentwood MIT	\$ 27,000.00	100%	May-13	Jun-13
12	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbcwater.com		Southern Region MIT SRPF MIT	\$ 30,000.00	100%	Apr-13	Oct-13
13	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay MIT	\$ 30,000.00	100%	Jan-13	Feb-13
14	URS Corporation 7800 Congress Avenue Suite 200 Boca Raton, FL 33487 David Hayman (561) 994-6500 david.hayman@urs.com		SWAIW2-MIT	\$ 20,900.00	100%	Jul-12	Aug-12
15	Wharton-Smith, Inc. 3547 Corporate Pkwy Palm City, FL 34990 Phillip Mintzer (772) 283-2944		Deerfield Beach MIT City of Deerfield Bch West WTP 290 Goolsby Blvd Deerfield Beach, FL 33442	\$ 24,000.00	100%	Feb-12	May-12
16	City of Hallandale Beach Finance Department 400 S. Federal Highway Hallandale Beach, FL 33009 Hal Elsasser		Hallandale MIT Water Treatment Plant 215 NW 6 Avenue Hallandale Beach, FL 33009	\$ 28,000.00	100%	Apr-11	Jun-11
17	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117	Camp Dresser & McKee Inc. (CDM)	Lake Region Water Treatment Plant	\$ 17,520.00	100%	Mar-11	Apr-11
18	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117		Project No. WUD 10-073 Southern region pumping facility.	\$ 57,580.00	100%	Dec-10	Feb-11
19	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay 2 MIT- 2010	\$ 42,800.00	100%	Dec-10	Jan-11

20	Wellington 14000 Greenbriar Blvd. Wellington, FL 33414 (561) 791-4055		Wellington MIT Water Treatment Plant 1100 Wellington Trace Wellington, FL 33414	\$ 21,510.00	100%	Oct-10	Nov-10
21	Jones Edmunds & Associates 730 NE Waldo Road Gainesville, FL 32641 Allen Biddlecomb (352) 377-5821 Fax (352) 377-3166		Rockledge MIT	\$ 30,700.00	100%	Aug-10	Oct-10
22	City of Fort Lauderdale Finance Department 100 N. Andrews Ave Ft. Lauderdale, FL 33301 Miguel Arroyo (954) 828-7806		Peele 402 Peel Dixie WTP 1500 South State Road 7 Ft Lauderdale, FL 33317	\$ 28,700.00	100%	Aug-10	Oct-10
23	City of Stuart 121 SW Flagler Avenue Stuart, FL 34994 David Peters		STMIT IW-1 & IW-2	\$ 62,000.00	100%	May-10	Aug-10
24	Seacoast Utilities Authority 4200 Hood Road PO Box 109602 Palm Beach Gardens, FL 33410 Bruce Gregg		Seacoast Utility Authority IW-1 MIT	\$ 31,000.00	100%	Mar-10	May-10
25	Progressive Water Resources 5589 Marquesas Circle Suite 202 Sarasota, FL 34233 Amy Roberts (941) 552-5657		Venice Gardens (DIW) #1	\$ 25,820.00	100%	Feb-10	Mar-10
26	Mechanical Integrity Testing Henry A. Gahn Water Treatment Plant Deep Injection Well Fort Pierce, FL 34948		Ft Pierce Utilities Authority Accounts Payable PO Box 3191 Fort Pierce, FL 34948-3191 David Mellert (772) 466-1600 Fax (772) 467-2504	\$ 15,750.00	100%	Jan-10	Jun-10
27	Pepsico Inc. Imaging Tech-PepsiCo FSS P.O. Box 660740 Dallas, TX 75266-0740 Kathy Fisher (941) 742-2311		Tropicana MIT	\$ 16,000.00	100%	Nov-09	Dec-09
28	Perez Engineering & Dev., Inc. 1010 Kennedy Drive Suite 400 Key West, FL 33040 Allen E. Perez, P.E. (305) 293-9440 Fax (305) 296-0243 perezengineering@bellsouth.net		Key West MIT	\$ 62,000.00	100%	Nov-09	Jan-10
29	City of North Miami Beach Accounts Payable 17011 NE 19 Avenue North Miami Beach, FL 33162		NOW 22 Deep IW Well MIT Norwood-Oeffler WTP	\$ 16,000.00	100%	Oct-09	Nov-09
30	Charlotte County Purchasing Division 18500 Murdock Circle, Ste 344 Port Charlotte, FL 33948-1068 Beverly Corbett (941) 743-1378 Fax (941) 743-1384		CHCMIT Charlotte County IW-MIT	\$ 31,000.00	100%	Aug-09	Nov-09
31	City of Fort Lauderdale Finance Department 100 N. Andrews Ave Ft. Lauderdale, FL 33301 Miguel Arroyo (954) 828-7806		Peele Dixie MIT 1500 State Road 7 Ft. Lauderdale, FL 33317	\$ 21,750.00	100%	May-09	Jul-09

32	Intersil Corporation Accounts Payable 1650 Robert J Conlan Blvd. NE Palm Bay, FL 32905 Steven Browne		Palm Bay MIT	\$ 28,000.00	100%	May-09	Aug-09
33	Coral Springs Improvement Dist 10300 NW 11th Manor Coral Springs, FL 33071		CSIDMIT IW-1 & IW-2 10300 NW 11th Manor Coral Springs, FL 33071	\$ 80,459.00	100%	Apr-09	Sep-09
34	Solid Waste Authority 6329 Jog Road West Palm Beach, FL 33412 Worobel 697-8635	URS Corporation Southern 7800 Congress Avenue Boca Raton, FL 33487 Dale Wiley, P.E. (561) 542-1707	NCRRF Injection Well No. 1 Rehabilitation remove and replace injection well casing and packer assembly. Perform mechanical integrity testing with RTS and replace valve on wellhead.	\$1,163,000.00	100%	Oct-08	Feb-09
35	Miami Dade Water and Sewer Department 3071 SW 38 Avenue Miami, FL 33146 William Pitt, P.E. (305) 665-7471		MIT Project No. 8652-0/13 Clean and perform mechanical integrity testing of 21 injection wells with RTS. Video and clean 20 floridan aquifer monitor wells.	\$2,887,002.00	100%	Jul-08	Apr-09
36	Miami Dade Water & Sewer Dept 3071 SW 38th Avenue Miami, FL 33146 Lydia Manners (786) 552-8054		MDWASD MIT Program 3071 SW 38th Avenue Miami, FL 33146	\$2,887,002.00	100%	Jul-08	Sep-08
37	Boyle Engineering 3550 SW Corporate Pkwy. Palm City, FL 34990 Michael W. Bennett Fax (772) 286-3925		IW #1 - 31128.04 Beeline Comm. Devel. District Waste Water Treatment Facility	\$ 65,000.00	100%	Jun-08	Jul-08
38	City of Port St. Lucie 900 SE Ogden Lane Port St. Lucie, FL 34983 Doreen Foss (772) 344-4293	McNabb Hydrogeologic Consulting, Inc. 601 Heritage Dr, Suite 110 Jupiter, FL 33458 David McNabb, P.G. (561) 891-0763	Southport WWTP Injection Well No. 1 Perform mechanical integrity testing of Injection well with RTS.	\$ 60,000.00	100%	Mar-08	Mar-08
39	City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Doreen Foss (772) 344-4293		Westport Wastewater Treatment Plant IW-1	\$ 60,000.00	100%	Mar-08	Apr-08
40	City of West Palm Beach 1000 45th Street, Suite 15 West Palm Beach, FL 33407 Isaac Kovner, P.E. (561) 494-1040	Mathews Consulting, Inc 1475 Centrepark Blvd., Suite 250 West Palm Beach, FL 33401 Rene Mathews, P.E. (561) 478-7961	ECRWWTP 5 year MIT testing for 6 Deep Injection Wells Perform mechanical integrity testing of 6 Injection wells with RTS.	\$ 329,925.00	100%	Feb-08	Apr-08
41	City of West Palm Beach 1000 45th Street, Suite 15 West Palm Beach, FL 33407 Isaac Kovner, P.E. (561) 494-1040		WPB08-29	\$ 329,925.00	100%	Jan-08	Jan-09
42	Solid Waste Authority 6329 Jog Road West Palm Beach, FL 33412 John Low (561) 697-8632	URS Corporation Southern 7800 Congress Avenue Boca Raton, FL 33487 Dale Wiley, P.E. (772) 219-2842	NCRRF IW No. 2 Rehabilitation 38616331 Remove and replace injection well casing and packer assembly. Perform mechanical integrity testing with RTS and replace valve on wellhead.	\$1,033,992.00	100%	Jul-07	Nov-07
43	City of Belle Glade Waste Water Treatment Plant 2055 W. Canal Street South Belle Glade FL, 33430		Belle Glade MIT IW-1	\$ 144,207.00	100%	Jun-05	Aug-05
44	City of Key West Perez Engineering & Development 1010 Kennedy Drive, Suite 400 Key West, FL 33040 Allen Perez, P.E. (305) 293-9440	Boyle Engineering Inc. 3550 SW Corporate Parkway Palm City, FL 34990 Michael Bennett, P.E. (772) 219-2842	Mechanical Integrity Testing of Deep Injection Well IW-1. Perform mechanical integrity testing of Injection well with RTS.	\$ 62,500.00	100%	Nov-04	Dec-04

45	Miami Dade Water & Sewer Dept 3071 SW 38th Avenue Miami, FL 33146 Lydia Manners Phone (786) 552-8054		MDWSD MIT 21 Injection Wells	\$2,913,721.00	100%	Oct-04	Dec-05
46	Perez Engineering & Dev., Inc. 1010 Kennedy Drive Suite 400 Key West, FL 33040 Allen E. Perez, P.E. (305) 293-9440 Fax (305) 296-0243 perezengineering@bellsouth.net		Key West MIT	\$ 57,500.00	100%	Oct-04	Oct-05
47	Miami Dade Water and Sewer Department 3071 SW 38 Avenue Miami FL, 33146 William Pitt, P.E. (305) 665-7471		MIT of Deep IW and Associated Services at Various Sites Project No. S-776 Clean and perform MIT of 21 injection wells with RTS. Video and clean 20 floridan aquifer MWs	\$1,971,481.00	100%	Jul-03	Jul-04
48	City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984 Karen Rodgers (772) 871-5223	Tetra-Tech HAI, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801 Douglas Durfresne, P.E. (407) 839-3955	Perform packer testing on 17-Inch Florida Aquifer Well.	\$ 46,800.00	100%	Mar-03	Mar-03
49	City of North Miami Beach 17011 Northeast 19 Avenue North Miami Beach, FL 33160 Lynne Gribble (305) 948-2976	Tetra-Tech HAI, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801 Douglas Durfresne, P.E. (407) 839-3955	Perform packer testing on 16-Inch Floridan Aquifer Well (subcontracted through Jaffer and Associates, Inc.).	\$ 47,300.00	100%	Feb-03	Feb-03
50	Village of Royal Palm Beach 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411 (561) 791-7085	Camp, Dresser & McKee 800 Brockell Avenue, Suite 710 Miami, FL 33131 Stephanie Assedou, P.E. (305) 372-7171	Project No. 8170-35011-020 Perform MIT with RTS on IW.	\$ 46,200.00	100%	Dec-02	Dec-02
51	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 Diana Rivera, P.E. (561) 493-6117 Fax (561) 493-6113 pbwater.com		Lake Region MIT	\$ 17,520.00	100%	Mar-01	Apr-11
52	City of Belle Glade 110 SW Avenue E Belle Glade, FL 33430	Arcadis 2081 Vista Parkway West Palm Beach, FL 33411 (561) 697-7038	Project No. 991039 MIT & Casing Maintenance for IW-1 Clean IW and perform MIT and RTS testing.	\$ 127,500.00	100%	Jul-00	Jul-00
53	Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	Arcadis 2081 Vista Parkway West Palm Beach, FL 33411 (561) 697-7038	Project No. 95-145.10 Wastewater Treatment Facility Drill, construct and test deep zone MWs, re-rate IW and perform MIT and injection testing.	\$ 360,500.00	100%	Nov-97	Nov-98



**All Webb's Enterprises, Inc.
Mechanical Integrity Testing Equipment**

The following is a list of major equipment to be used for this project. All equipment is in good to excellent working order.

Equipment	Capacity
Crane	RT50
Frac Tank	21,000 Gallon
Stainless Steel Tanker	7,500 Gallon
Polyethylene Baker Tank(s)	6,000 Gallon
High Pressure Pump	4 gpm, 4000 psi
High Flow Centrifugal Pump	1000 gpm, 85 psi
Centrifugal Acid Pump	200 gpm, 200 psi, stainless-steel, diesel-powered
Acid Header	24' Blind flanged w/ acid and water injection lines
Hoses, fittings, hand tools	As needed
Logging unit	RTS, Temp, Gamma, Video Survey w/ Sideview, Riser, Packoff, Geiger and Dosimeters
Camera Unit	2003 Laval R-2000 Dual Cam with 360° Rotation, Instacam Video Printer, Video Titler and DVD Recorder, Hydraulic Winch with 5,000 Foot Cable
Backhoe	Caterpillar 430-D Wheel Drive
Float Trailer	42 foot
Air Compressor	Ingersoll Rand
Casing Brush	2,000 lb Weighted with 7/8-inch Stainless Steel Cable Loops at 15 degree increments
Kill Unit	Trailer-Mounted with BOP Accessories
Light Plant	Amida
Pressure Gauge	0-200 or 0-300 psi as needed, 0.5 psi graduations w/cal cert 60 days
Flow meter	0-500 gpm, w/cal certificate (2" for 0-150 gpm)
Tubing Trailer	3000' 2-3/8 Tubing
Packers	24" Packer & 24" Brush and Subs
Pressure washer	3500psi
Salt Kill Barrel	100 gal with fittings
Salt	10 super sacks of salt
Job boxes	Miscellaneous hand tools

AWE Jobsite Personnel

Main Office:		561-746-2079
Project Manager:	David Webb Jr	561-718-5092
MIT Supervisor:	Kenwin Lee	954-304-6394

Sensor	Offset (ft)	Schematic	Description	Len (ft)	OD (in)	Wt (lb)
GR	24.00		GR-GR#3 (GR#3_T) GR#3_TOP	9.33	1.69	50.00
			TREJCT-A (RTS) EJECTOR 14.5' FROM TOOL BOTTOM	3.00	1.50	10.00
GR#2	11.25		GR #2 -GR#2 (GR#2_M) GR#2_MIDDLE	3.58	1.69	25.00
CCL	9.67		CCL-000 (000001) CASING COLLAR LOCATOR	0.83	1.69	5.00
			TRDET-GR#1 (GR#1_B) GR#1_BOTTOM	8.67	1.69	50.00
GR#1	0.58		TEMP-11116Temp (11116HT)	0.58	1.69	5.00
TEMP	0.17		RTS_TEMP			

Dataset: rts.db: field/well/run1/pass1
 Total Length: 26.00 ft
 Total Weight: 145.00 lb



DAVID W. WEBB, JR., E.I.

2961 E. Community Dr
Jupiter, FL 33458
Ph: (561) 718-5092
Email: davidwebbjr@allwebbs.com

EDUCATION

Master of Science in Environmental Engineering (M.S. Env. E.) 2004

University of Central Florida (UCF) - *Solid waste, air pollution, water and wastewater treatment with emphasis on water treatment. THESIS: Nitrification in Pilot Distribution Systems*

Bachelor of Science in Civil Engineering (B.S.C.E) 2001

UCF - *General civil courses with water resources and water treatment design courses.*

Automotive Service Technology 2000

Seminole Community College – *Fundamentals of automobile systems and repair.*

PROFESSIONAL EXPERIENCE

All Webb's Enterprises, Inc. (2003-present)

- Engineer/Operations Manager/Cementer/Logger/Vice President
Fleet and equipment maintenance, human resources, system engineering, purchaser, maintenance supervisor, cementing and logging specialist.

University of Central Florida (2001-2003)

- Graduate Research Assistant
\$3,000,000 AWWArF & Tampa Bay Water Drinking Water Research Project - site construction, vehicle fleet maintenance, pilot water treatment systems operation, water quality analysis, site supervision and research presentation.

All Webb's Enterprises, Inc. (1996-2001)

- Cost Estimator
Water Well Construction, Rehabilitation, and Testing – project cost estimation, resource location and procurement, scheduling, site construction and, maintenance, and sales.

SKILLS AND QUALIFICATIONS

- MS Office, AutoCAD, Water CAD, Sigma Plot
- Initiative –Volunteered to maintain fleet of research vehicles for the life of project.
- Team Player – Group of 14 students successfully carried research tasks over 2 years.

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

- Florida Engineer Intern (EIT)
- FSAWWA Member
- Certified US EPA Automotive A/C
- Radioactive License
- FGWA Member



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

HAGGERTY, EUGENE
ALL WEBBS ENTERPRISES INC
309 COMMECE WAY
JUPITER FL 33458

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC035886

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

HAGGERTY, EUGENE
ALL WEBBS ENTERPRISES INC
7980 SOUTHEAST RIVER LANE
STUART FL 34997



**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

**Issued to
DAVID W. WEBB**

License No. 2040 Expires 7/31/2015


DISTRICT CERTIFICATION OFFICER