

3-C)



**City Council Agenda Item**  
**Meeting of June 7, 2016**

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**TO:** The Honorable Mayor and Members of the City Council  
**FROM:** James R. O'Connor, City Manager  
**DATE:** May 18, 2016

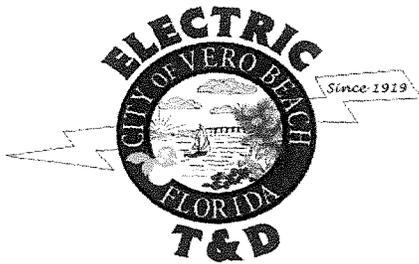
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**SUBJECT:** Bid #120-16/PJW – Hazardous Material Removal  
**REQUESTED BY:** City Manager/Electric Utility Operations Director

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The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached supporting documentation.
- No action required. (Information only)



## Departmental Correspondence

E-Mail: [TFletcher@covb.org](mailto:TFletcher@covb.org)

**TO:** James R. O'Connor, City Manager  
**DEPT:** City Manager

**FROM:** Ted Fletcher, Director, Electric Utility Operations **TF**  
**DEPT:** Electrical T&D

**DATE:** May 16, 2016

**SUBJECT:** **BID# 120-16/PJW HAZARDOUS MATERIAL REMOVAL**

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### **Background Information:**

In order to create a safe and secure environment, all hazardous materials such as asbestos and mercury switches need to be removed and disposed of prior to the demolition and sale of assets within the Power Plant building.

### **Recommendation:**

I am requesting approval for the following:

- Place this item on the June 7<sup>th</sup> 2016 City Council Agenda;
- Award the contract to the lowest bidder Cross Environmental in the amount of \$396,320.00.

### **Funding:**

Funding will come from account number 403.5000.531.620311 – Power Plant Demolition.

### **Analysis:**

- **Strength:** None.
- **Weakness:** None.
- **Opportunity:** To create a safe environment prior to the sale of Power Plant's assets.
- **Threat:** By not removing the hazardous materials, the City would expose the workers to an unsafe environment when removing the assets.

**INTERDEPARTMENTAL MEMO**

**Date:** 05/13/16  
**To:** Ted Fletcher, Director, Electrical T&D & Power Resources *TF.*  
**From:** Phyllis Walton, Assistant Manager of Purchasing/Warehouse *PW*  
**Re:** COVB BID 120-16/pjw Hazardous Material Removal

The Purchasing Department received the attached responses to the issuance of the request for bids.

Recommendations for the next Council meeting should be submitted to the City Manager by Noon, Tuesday, one week prior to the scheduled meeting.

Should you have any questions regarding the bids, please do not hesitate to contact me.

Attachment

Bid Tab

Bids:

Cross Environmental  
DPC General Contractors  
Cliff Berry, Inc.

ELECTRICAL ENGINEERING  
& NEW CONSTRUCTION  
MAY 16 2016  
**RECEIVED**

**CITY OF VERO BEACH  
MUNICIPAL POWER PLANT  
HAZARDOUS MATERIAL REMOVAL  
BID 120-16/PJW**

DESCRIPTION	CROSS ENVIRONMENTAL	DPC GENERAL CONTRACTORS	CLIFF BERRY INC.
1) PROVIDE SCHEDULE OF FEES FOR T&M			
A) JOB TITLES & HOURLY WAGES	Not submitted	√	Not submitted
B) LIST OF EQUIPMENT & RATES	√	√	Not submitted
2) HOURLY RATE ASBESTOS	\$128.00	\$74.75 per hour	\$90.00
A) UNIT RATE TO SAMPLE ASBESTOS	\$16.00/each	\$17.25 per sample each	\$28.00/sample
UNIT RATE (i.e. per 100, etc.)			
3) PRICE PER LINEAR FEET OF ASBESTOS	\$23.00	\$45.00	\$54.02
4) PRICE PER SQUARE FEET OF ASBESTOS	\$23.00	\$35.00	N/A
5) ESTIMATED TOTAL TO ABATE ALL ASBESTOS	\$391,220.00	\$500,000.00*	\$915,909.10
6) PRICE PER MERCURY SWITCH (85)	\$60.00 Each	\$80.00 Each	\$123.35/unit
7) HOURLY RATE TO SURVEY SAMPLE & IDENTIFY LEAD PAINT	\$235.00/per 8 hr. day	\$74.75 per hour	\$90.00/hour
UNIT RATE TO SAMPLE LEAD PAINT (I.E. SF, LF)	\$12.00 per sample xrf	\$17.25 per sample each	\$35.00/sample
ADDENDUM NO. 1	√	√	√
ADDENDUM NO. 2	√	√	√
ADDENDUM NO. 3	√	√	√
ADDENDUM NO. 3 REVISED BID SCHEDULE	√	√	√
ADDENDUM NO. 4	√	Not Submitted	√
BID BOND	√	Not Submitted	√
LOCAL BUSINESS CERTIFICATION	N/A	N/A	Yes
QUESTIONNAIRE	√	Not Submitted	√
DEBARMENT STATEMENT	√	Not Submitted	√
EQUAL OPPORTUNITY STATEMENT	√	Not Submitted	√
NONCOLLUSION	√	Not Submitted	√
DRUG FREE	√	Not Submitted	√
VARIANCES	None Noted	Not Submitted	See Bid Notations
		*Based on 1 Mobilization	
		**Payment & Performance Bond - \$ 2-1/2% of contracted amount	

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida \_\_\_\_\_ }

County of Broward \_\_\_\_\_ }

Cliff Berry, II. \_\_\_\_\_, being first duly sworn, disposes and says that: (Name/s)

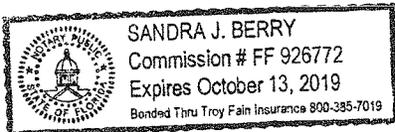
1. They are Chief Executive Officer \_\_\_\_\_ of Cliff Berry, Inc. \_\_\_\_\_ the Bidder that  
(Title) (Name of Company)  
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_  
(Title) Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF Broward \_\_\_\_\_

The foregoing instrument was acknowledged before me this Wednesday, May 11, 2016  
(Date)

by: Cliff Berry, II. \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



Commission No. 10/13/2019  
Notary Public \_\_\_\_\_  
*Sandra J. Berry*



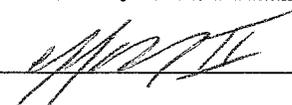
**DRUG-FREE WORKPLACE COMPLIANCE FORM  
IDENTICAL TIE BIDS**

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.

Handwritten Signature of Authorized Principal(s):

NAME (print): Cliff Berry, II.

SIGNATURE: 

TITLE: Chief Executive Officer

NAME OF FIRM: Cliff Berry, Inc.

DATE: 05/10/16

**BID PROPOSAL**

**INVITATION TO BID NO: 120-16/PJW**

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, 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): Cliff Berry, Inc.

SIGNATURE: 

TITLE: Chief Executive Officer

NAME OF FIRM: Cliff Berry, Inc.

DATE: 05/10/16

**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: Cliff Berry, Inc.

2. Address: 400 Angle Road Fort Pierce, FL 34947

3. If applicable, Contractor License or Competency Card #: N/A

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

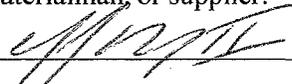
5. If applicable, Business Tax Receipt #: 7299-00950050

6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.

See Exhibit "B"

7. Phone Number: 954-763-3390 Fax Number: 954-763-8375

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: Cliff Berry, II. - Chief Executive Officer

**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.**

2015 / 2016

**ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT**

RECEIPT # 7299-00950050

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

FACILITIES OR  
MACHINES

/ ROOMS

SEATS

EMPLOYEES 10

EXPIRES SEPTEMBER 30, 2016

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (COLLECTION,  
TRANSPORT)

BUSINESS/ Cliff Berry Inc

DBA NAME

MAILING ADDRESS Cliff Berry Inc  
400 Angle Rd  
Fort Pierce, FL 34947

BUSINESS LOCATION 400 Angle Rd  
Fort Pierce, FL 34947  
St Lucie County



RENEWAL ORIGINAL TAX	\$27.55
PENALTY COLLECTION COST	
TOTAL	\$27.55

P93000081921

Paid 08/28/2015 27.55

0114-20150828-007044

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

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

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

Local Business Taxes are subject to change according to law.

Cliff Berry Inc  
400 Angle Rd  
Fort Pierce, FL 34947

## CITY OF VERO BEACH

### EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

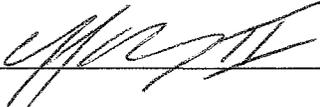
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): Cliff Berry, II.

SIGNATURE: 

TITLE: Chief Executive Officer

NAME OF FIRM: Cliff Berry, Inc.

DATE: 5/10/2016

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

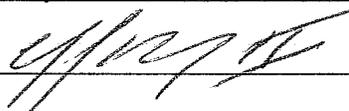
(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): Cliff Berry, II.

SIGNATURE: 

TITLE: Chief Executive Officer

NAME OF FIRM: Cliff Berry, Inc.

DATE: 5/10/2016

## 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?

Cliff Berry, Inc. has been providing Environmental Services for 58 years. —

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

Wheelabrator, North Broward, Waste to Energy Plant. Decontamination of plant with hazardous materials.

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:

Abdy Hejazi Florida Power & Light Phone 561-378-9217 Email abdy.hejazi@fpl.com

Craig Ash Waste Management Phone 954-882-4818 Email cash1@wm.com

Eric Wolff Norwegian Cruise Lines Phone Email ewolff@ncl.com

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:

Yes Asbestos/Lead testing . Asbestos Abatement

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

All Equipment

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

Consumable Supplies. i.e. Personal Protective Equipment (PPE)/ drums/pails/visqueen

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

Aerial Lifts

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.)

Cliff Berry, 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

851 Eller Drive, Fort Lauderdale, FL 33324 954-763-3390

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

Cliff Berry, II.

Cliff Berry, Inc.

(Bidder)

April 12, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 1  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION:            ATTACHMENTS**

- No. 1    **PREVIOUS DATES OF ASBESTOS SURVEYS**
- No. 2    **ASBESTOS SURVEY**

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

Cliff Berry, Inc.  
Company Name

  
Signature

**ADDENDUM NO. 1**

April 19, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 2  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

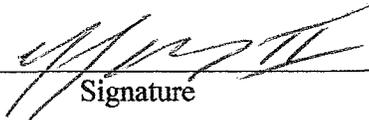
The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION: ATTACHMENT**

**LIST OF MERCURY CONTAINERS**

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

Cliff Berry, Inc.  
Company Name

  
Signature

**ADDENDUM NO. 2**

April 25, 2016

COVB ITB #120-16/PJW  
ADDENDUM NO. 3  
TO  
CITY OF VERO BEACH BID

HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**CHANGES: REVISED BID SCHEDULE ATTACHED**

**SCOPE OF WORK**

**SECTION 2 A 1) (Add to existing paragraph) The unit price for removal and disposal of mercury switches to include the cost of a qualified electrician to verify that no voltage is present after City personnel performs a lockout/tagout procedure to prevent the Contractor's employees from being exposed to an electrical hazard. The unit price for removal and disposal of mercury switches to include the cost of an aerial lift to reach mercury switches located in higher parts of the Power Plant. The Contractor shall follow all OSHA regulations associated with working from an aerial lift.**

**ADDITIONAL INFORMATION:**

The presence of asbestos will be identified by red/orange dots painted on steam piping and insulation panels.

The only items to be included in the lead paint survey are the assets within the building and not the structure itself. The lead paint survey should not include the building structure, chemical feed pumps, small fixtures or piping.

There will be no need for remediation of lead paint.

The Contractor will work with City Staff to protect electrical equipment from exposure to water and/or moisture that may be used during asbestos remediation.

**QUESTION/CLARIFICATION:**

What is the schedule required by the City?

The City hopes to start this work as quickly as possible with a possible start end of June or early July. The Contractor will state on the Bid Schedule the number of calendar days they will require to complete the job. This information may be used in determining award of bid. The Contractor must maintain the quoted work schedule (i.e., complete the job within their quoted number of days) or face liquidated damages.

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

Cliff Berry, Inc  
Company Name

[Signature]  
Signature

ADDENDUM NO. 3

April 27, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 4  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** 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: BID BOND REQUIREMENT PAGE 1 PARAGRAPH 4**

**BID BOND AMOUNT SHALL BE BASED UPON TOTAL AMOUNT BID FOR REMOVAL & DISPOSAL OF MERCURY SWITCHES PLUS TOTAL FOR ASBESTOS ABATEMENT BASED ON THE ASBESTOS SURVEY INFORMATION IN ATTACHMENTS PROVIDED IN ADDENDUM NO. 1.**

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

Cliff Berry, Inc.  
Company Name

  
Signature

**ADDENDUM NO. 4**

**ADDENDUM NO. 3  
CITY OF VERO BEACH  
MUNICIPAL POWER PLANT**

**HAZARDOUS MATERIAL REMOVAL  
REVISED BID SCHEDULE – BID 120-16/PJW**

- 1) Provide a schedule of fees for Time & Materials to perform the Scope of Work to Include:  
A) Job titles of personnel for this project and their hourly & overtime wages.  
B) A list of all equipment and supplies to be used and their accompanying rates.

2) Hourly Rate to survey, sample & identify Asbestos	\$ <u>90.00</u>
A) Unit Rate to sample asbestos (Please specify unit rate; i.e. per 100, etc)	\$ <u>28.00/sample</u>
3) Price per linear feet of Asbestos Removed & Disposed	\$ <u>54.02</u>
4) Price per Square feet of Asbestos Removed & Disposed	\$ <u>n/a</u>
5) Estimated Total to Abate All Asbestos Based on 1989 Survey with Adjustments	\$ <u>915,909.10</u>
6) Price per Mercury Switch Removed & Disposed	\$ <u>123.35/unit</u>
7) Hourly Rate to Survey, sample & identify Lead Paint	\$ <u>90.00/hour</u>
A) Unit Rate to sample Lead Paint (Please specify unit rate; i.e. per SF, LF)	\$ <u>35.00/sample</u>

**TIME OF COMPLETION (On a Per Job Basis)**

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. The Time of Completion, however, shall not exceed 131 calendar days.

Firm Name: Cliff Berry, Inc.

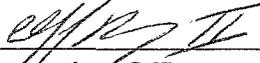
Address: PO Box 13079

City Fort Lauderdale & State: FL

Telephone: 954-763-3390 Fax: 954-763-8375 E-Mail: cb2@cliffberryinc.com

Terms: \_\_\_\_\_

Name, Typed or Printed: Cliff Berry, II.

Signature: 

Title: Chief Executive Officer

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Cliff Berry, Inc  
\_\_\_\_\_  
(hereinafter called Principal)

and Allied World Insurance Company (hereinafter called the Surety), with its principal offices in the City of  
Philadelphia and authorized to do business in the State of Florida, are held and firmly bound unto  
City of Vero Beach as Obligee, hereinafter called the Obligee, in the sum of  
5% of the amount bid 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:  
HAZARDOUS MATERIAL REMOVAL MUNICIPAL POWER PLANT  
BID NO. 120-16/PJW \_\_\_\_\_ 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 11th day of May, 2016.

[Signature]  
Witness

[Signature]  
Witness

Cliff Berry, Inc  
Principal \_\_\_\_\_ Seal  
CEO \_\_\_\_\_  
Title

Allied World Insurance Company  
Surety \_\_\_\_\_ Seal  
William Faust, Attorney in Fact \_\_\_\_\_  
Title



**ALLIED WORLD INSURANCE COMPANY**

30 S. 17<sup>th</sup> St., Suite 810, Philadelphia, PA 19103

**POWER OF ATTORNEY**

Issue Date: February 16, 2016

No: 1-A1138

**KNOW ALL MEN BY THESE PRESENTS:**

Allied World Insurance Company, a Delaware corporation (the "Company") does hereby appoint

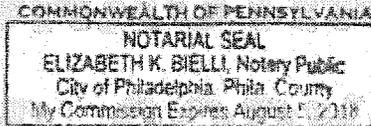
NAME(S): Michael Zahodski Nicholas Verna  
William Faust

FIRM: Allied World National Assurance Company 30 South 17th Street Suite 810 Philadelphia, PA 19102

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 16th day of February, 2016



[Signature]  
Title: Senior Vice President - Surety

State of Pennsylvania )  
County of Philadelphia )ss.

On this 16th day of February, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]  
Notary  
My Commission Expires: 08/05/2018

**CERTIFICATE**

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognition or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 11th day of May, 2016.

[Signature]  
Timothy J. Curry, Secretary

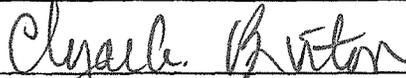
**DRUG-FREE WORKPLACE COMPLIANCE FORM  
IDENTICAL TIE BIDS**

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.

Handwritten Signature of Authorized Principal(s):

NAME (print): Clyde A. Biston

SIGNATURE: 

TITLE: President/CEO

NAME OF FIRM: Cross Environmental Services, Inc.

DATE: 5/10/16



**BID PROPOSAL**

**INVITATION TO BID NO: 120-16/PJW**

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

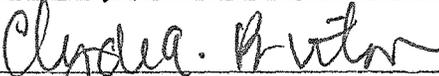
The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

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, 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): Clyde A. Biston

SIGNATURE: 

TITLE: President/CEO

NAME OF FIRM: Cross Environmental Services, Inc.

DATE: 5/10/16

## CITY OF VERO BEACH

### EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

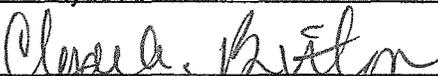
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): Clyde A. Biston

SIGNATURE: 

TITLE: President/CEO

NAME OF FIRM: Cross Environmental Services, Inc.

DATE: 5/10/16

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

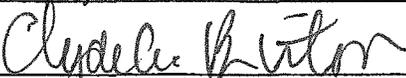
(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): Clyde A. Biston

SIGNATURE: 

TITLE: President/CEO

NAME OF FIRM: Cross Environmental Services, Inc.

DATE: 5/10/16

## 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?

28 years

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

DTE Power Plant, Marysville, MI                      x10 units                      \$3.5mil

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:

Lockheed Martin                      Phone (407) 356-9313                      Email greg.brown@lmco.com

Lakeland Electric                      Phone (863) 834-6635                      Email Leonard.Williams@lakelandelectric.com

USF-Tampa, FL                      Phone (813) 974-4978                      Email cmitchell@USF.edu

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:

Yes, we would subcontract the 3rd party analytical firm to perform asbestos & lead paint  
sampling and testing.

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

All equipment for remediation and abatement scopes

(Attached list of equipment)

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

None

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

Scissor Lift

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.)

Cross Environmental Services, 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

39646 Fig Avenue Zephyrhills, FL 33540 (813) 783-1688

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

Clyde A. Biston (President/CEO), James Smith (Senior VP), Alan Tiner (Vice President), John Tostanoski (Executive VP/Secretary) & Sharon Rosenbauer (Vice President/Treasurer)

Cross Environmental Services, Inc.  
(Bidder)

Cross Environmental Services, Inc. Remediation Equipment Rental Rates

Equipment List	Daily	Weekly	Monthly
Floor Tile removal machine	50	250	1,000
Terminator floor tile removal machine	150	750	3,000
2000 CFM negative air machines	30	150	600
1000 CFM negative air machines	20	100	400
Nu-Air 200 CFM Air Scrubbers	30	150	600
Triton/Drizair Commercial Dehumidification Units	50	250	1,000
Back pack HEPA vacuums	10	50	200
Wet vacuums	10	50	200
55 gallon wet vacs - double head	30	150	600
Airless sprayers	50	250	1,000
HEPA vacuums	25	125	500
Water filtration systems (electric)	20	100	400
Differential pressure recorders	10	50	200
Personal air sampling pumps	10	50	200
High volume air sampling pumps	15	75	300
Portable hot water heaters	10	50	200
Portable power panels (GFCI equipped)	25	125	500
Gray carts x 1 cubic yrd	10	50	200
Water Buffalo trailer mounted	75	375	1,500
Electric scissor lift	300	1,500	6,000
6' & 8' Ladder	10	50	200
Powered air purifying respirators	10	50	200
18' Floor buffers	20	100	400
Decon units w/ showers	40	200	800
Decon units w/o showers	25	125	500
Hand Held Stihl Cut-off Saws	65	325	1,300
13 HP Roof cutters	175	875	3,500
13 HP Roof ripper	175	875	3,500
2-Way radios	15	75	300
Scaffolding Sets - Steel & Baker	20	100	400
All Terrain Forklift	175	875	3,500
Electric Articulating Boom Lifts	375	1,875	7,500
Gas Powered Articulating Boom Lift	475	2,375	9,500

April 12, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 1  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION:            ATTACHMENTS**

- No. 1    **PREVIOUS DATES OF ASBESTOS SURVEYS**
- No. 2    **ASBESTOS SURVEY**

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

Cross Environmental Services, Inc.

Company Name

  
Signature

**ADDENDUM NO. 1**

April 19, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 2  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

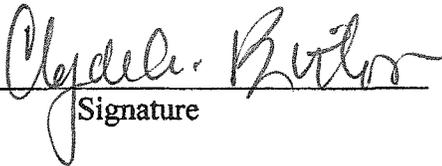
The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION:          ATTACHMENT**

**LIST OF MERCURY CONTAINERS**

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

Cross Environmental Services, Inc.  
Company Name

  
Signature

**ADDENDUM NO. 2**

April 25, 2016

COVB ITB #120-16/PJW  
ADDENDUM NO. 3  
TO  
CITY OF VERO BEACH BID

HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**CHANGES: REVISED BID SCHEDULE ATTACHED**

**SCOPE OF WORK**

**SECTION 2 A 1) (Add to existing paragraph) The unit price for removal and disposal of mercury switches to include the cost of a qualified electrician to verify that no voltage is present after City personnel performs a lockout/tagout procedure to prevent the Contractor's employees from being exposed to an electrical hazard. The unit price for removal and disposal of mercury switches to include the cost of an aerial lift to reach mercury switches located in higher parts of the Power Plant. The Contractor shall follow all OSHA regulations associated with working from an aerial lift.**

**ADDITIONAL INFORMATION:**

The presence of asbestos will be identified by red/orange dots painted on steam piping and insulation panels.

The only items to be included in the lead paint survey are the assets within the building and not the structure itself. The lead paint survey should not include the building structure, chemical feed pumps, small fixtures or piping.

There will be no need for remediation of lead paint.

The Contractor will work with City Staff to protect electrical equipment from exposure to water and/or moisture that may be used during asbestos remediation.

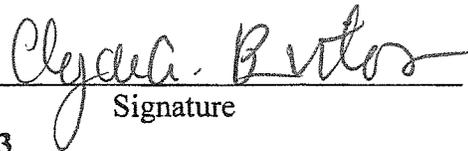
**QUESTION/CLARIFICATION:**

What is the schedule required by the City?

The City hopes to start this work as quickly as possible with a possible start end of June or early July. The Contractor will state on the Bid Schedule the number of calendar days they will require to complete the job. This information may be used in determining award of bid. The Contractor must maintain the quoted work schedule (i.e., complete the job within their quoted number of days) or face liquidated damages.

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

Cross Environmental Services, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

**ADDENDUM NO. 3**

**ADDENDUM NO. 3  
CITY OF VERO BEACH  
MUNICIPAL POWER PLANT**

**HAZARDOUS MATERIAL REMOVAL  
REVISED BID SCHEDULE – BID 120-16/PJW**

- 1) Provide a schedule of fees for Time & Materials to perform the Scope of Work to Include:  
A) Job titles of personnel for this project and their hourly & overtime wages.  
B) A list of all equipment and supplies to be used and their accompanying rates.

- 2) Hourly Rate to survey, sample & identify Asbestos \$ 128.00  
A) Unit Rate to sample asbestos  
(Please specify unit rate; i.e. per 100, etc) \$ 16.00 each
- 3) Price per linear feet of Asbestos Removed & Disposed \$ 23.00
- 4) Price per Square feet of Asbestos Removed & Disposed \$ 23.00
- 5) Estimated Total to Abate All Asbestos  
Based on 1989 Survey with Adjustments \$ 391,220.00
- 6) Price per Mercury Switch Removed & Disposed \$ 60.00
- 7) Hourly Rate to Survey, sample & identify Lead Paint \$ 235.00 per 8 hr. day  
A) Unit Rate to sample Lead Paint  
(Please specify unit rate; i.e. per SF, LF) \$ 12.00 per sample xrf

**TIME OF COMPLETION (On a Per Job Basis)**

Total number of calendar days from and including Commencement Date through Completion.  
Date required to complete the Work in accordance with the Contract Documents. The Time of  
Completion, however, shall not exceed 52 calendar days.

Firm Name: Cross Environmental Services, Inc.

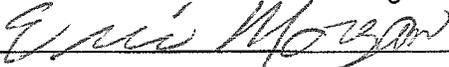
Address: 39646 Fig Avenue

City Zephyrhills & State: Florida

Telephone: (813) 783-1688 Fax: (813) 788-9114 E-Mail: emorgan@crossenv.com

Terms: Net 30

Name, Typed or Printed: Eric Morgan

Signature: 

Title: Senior Project Manager

April 27, 2016

**COVB ITB #120-16/PJW  
ADDENDUM NO. 4  
TO  
CITY OF VERO BEACH BID**

**HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT**

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** 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: BID BOND REQUIREMENT PAGE 1 PARAGRAPH 4**

**BID BOND AMOUNT SHALL BE BASED UPON TOTAL AMOUNT BID FOR REMOVAL & DISPOSAL OF MERCURY SWITCHES PLUS TOTAL FOR ASBESTOS ABATEMENT BASED ON THE ASBESTOS SURVEY INFORMATION IN ATTACHMENTS PROVIDED IN ADDENDUM NO. 1.**

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

Cross Environmental Services, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

**ADDENDUM NO. 4**



**ADDENDUM NO. 3  
CITY OF VERO BEACH  
MUNICIPAL POWER PLANT**

**HAZARDOUS MATERIAL REMOVAL  
REVISED BID SCHEDULE – BID 120-16/PJW**

1) Provide a schedule of fees for Time & Materials to perform the Scope of Work to Include:

- A) Job titles of personnel for this project and their hourly & overtime wages.
- B) A list of all equipment and supplies to be used and their accompanying rates.

- 2) Hourly Rate to survey, sample & identify Asbestos \$ 74.75 per Hour  
 A) Unit Rate to sample asbestos \$ 17.25 per sample Each  
 (Please specify unit rate; i.e. per 100, etc)
- 3) Price per linear feet of Asbestos Removed & Disposed \$ 45.00
- 4) Price per Square feet of Asbestos Removed & Disposed \$ 35.00
- 5) Estimated Total to Abate All Asbestos \$ 500,000.00 \*  
 Based on 1989 Survey with Adjustments  
 \* BASED on Mobilization
- 6) Price per Mercury Switch Removed & Disposed \$ 80.00 EACH
- 7) Hourly Rate to Survey, sample & identify Lead Paint \$ 74.75 per Hour  
 A) Unit Rate to sample Lead Paint \$ 17.25 per sample Each  
 (Please specify unit rate; i.e. per SF, LF)
- 8) PAYMENT & PERFORMANCE BOND - \$ 2 1/2% of Contracted Amount  
TIME OF COMPLETION (On a Per Job Basis)

Total number of calendar days from and including Commencement Date through Completion.

Date required to complete the Work in accordance with the Contract Documents. The Time of Completion, however, shall not exceed 90 calendar days. AS per 1989 SURVEY BASED on Mobilization

Firm Name: DPC GENERAL CONTRACTORS, Inc. R/epc

Address: 1860 NW 21<sup>st</sup> TERRACE

City Miami & State: FLORIDA

Telephone: 305-325-0447 Fax: 305-325-8016 E-Mail: FRED@dpcgen.net

Terms: net 30 days - 5% Discount net 10 days

Name, Typed or Printed: FREDERIC CULLETON

Signature: [Signature]

Title: MGR / ESTIMATOR

Bid No: 120-16/PJW

Bid Description: Hazardous Material Removal

<b>T&amp;M Price List</b>			
1	Asbestos Workers	Regular	Overtime
	A) Project Manager	\$ 60.00	\$ 80.00
	B) Project Supervisor	\$ 56.00	\$ 76.00
	C) Technician/Laborer	\$ 36.00	\$ 56.00
2	Mobilization	\$450.00	Each
3	Vehicles	Daily	Weekly
	a) Pick up Truck or Van	\$ 85.00	\$ 340.00
	B) Box Truck- 1 ton	\$ 105.00	\$ 420.00
4	Lifts	Daily	Weekly
	a) Scissors- 40'	\$ 410.00	\$ 910.00
	b) Bucket-40'	\$ 490.00	\$ 1,190.00
	C) Lull-42'	\$ 570.00	\$ 1,330.00
5	Supplies		
	a) Oil dry ( bag)	\$ 16.50	EA
	b) Visqueen ( Roll)	\$ 108.00	EA
	c) HEPA Vacs	\$ 30.00	daily
	d) Water Filtration Equipment	\$ 35.00	daily
	e) Disposable water filters	\$ 13.50	EA
	f) Suits	\$ 26.00	per Box
	g) HEPA Filter ( masks)	\$ 7.50	Pk
	h) HEPA Filtration Equipment	\$ 45.00	daily
	i) Generator- up to 10K	\$ 70.00	daily
	j) Bags- 6 mil- ACM Printed	\$ 75.00	Roll
	* Any other Supplies- cost plus 15% markup		

MERCURY CONTAINERS		Number	
Unit 1	Misc.Drain Reciever	1	
	11 Condensate Heater	1	
	Hotwell	2	
	12 Condensate Heater	2	
	13 Feedwater Heater	2	
	11 Boilerfeed Pump	1	
	12 Boilerfeed Pump	1	
	Total	10	
Unit 2	Hydrogen Manifold	3	
	Generator Water Detector	1	
	Generator Oil Detector	1	
	21 Condensate Heater	3	
	23 Feedwater Heater	2	
	24 Feedwater Heater	2	
	22 Extraction drip leg ( ABV-6)	1	
	22 Extraction drip leg ( ABV-11)	1	
	Air Preheat coil system	1	
	Deareator	3	
	Auxiliary Cooling Water Tank	1	
	21 Boilerfeed Pump	3	
	Total	22	
	Unit 3	Hydrogen Manifold	3
Generator Water Detector		1	
Generator Oil Detector		1	
Seal Oil Differential Unit		2	
31 Condensate Heater		4	
Dearator		3	
33 Feedwater Heater		3	
34 Feedwater Heater		3	
32 Extraction Drip Leg (ABV-6)		1	
Misc. Drain Reciever		2	
Auxiliary Cooling Water Tank		2	
Total		25	
Unit 4		Seal Oil Differential Unit	2
		Generator Water Detector	1
	Generator Oil Detector	1	
	Hydrogen Manifold	3	
	Heater Drip Tank	2	
	41 Condensate Heater	2	
	42 Condensate Heater	1	
	44 Feedwater Heater	1	
	45 Feedwater Heater	1	
	Dearator	3	
	Injection Seal Water Tank	2	
	Auxiliary Cooling Water Tank	2	
	Ash Pit Pumps	1	
	Total	22	
Unit 5	Main Steam Drip Leg (ABV-3)	2	
	Main Steam Drip Leg (ABV-13)	2	
	Main Steam Drip Leg (ABV-18)	2	
	Total	6	
Total Switches		85	

April 25, 2016

COVB ITB #120-16/PJW  
ADDENDUM NO. 3  
TO  
CITY OF VERO BEACH BID

HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**CHANGES: REVISED BID SCHEDULE ATTACHED**

**SCOPE OF WORK**

**SECTION 2 A 1) (Add to existing paragraph)** The unit price for removal and disposal of mercury switches to include the cost of a qualified electrician to verify that no voltage is present after City personnel performs a lockout/tagout procedure to prevent the Contractor's employees from being exposed to an electrical hazard. The unit price for removal and disposal of mercury switches to include the cost of an aerial lift to reach mercury switches located in higher parts of the Power Plant. The Contractor shall follow all OSHA regulations associated with working from an aerial lift.

**ADDITIONAL INFORMATION:**

The presence of asbestos will be identified by red/orange dots painted on steam piping and insulation panels.

The only items to be included in the lead paint survey are the assets within the building and not the structure itself. The lead paint survey should not include the building structure, chemical feed pumps, small fixtures or piping.

There will be no need for remediation of lead paint.

The Contractor will work with City Staff to protect electrical equipment from exposure to water and/or moisture that may be used during asbestos remediation.

**QUESTION/CLARIFICATION:**

What is the schedule required by the City?

The City hopes to start this work as quickly as possible with a possible start end of June or early July. The Contractor will state on the Bid Schedule the number of calendar days they will require to complete the job. This information may be used in determining award of bid. The Contractor must maintain the quoted work schedule (i.e., complete the job within their quoted number of days) or face liquidated damages.

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

DPC General Contractors, Inc  
Company Name

[Signature]  
Signature

ADDENDUM NO. 3

5/4/16

April 19, 2016

COVB ITB #120-16/PJW  
ADDENDUM NO. 2  
TO  
CITY OF VERO BEACH BID

HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION:**      **ATTACHMENT**

**LIST OF MERCURY CONTAINERS**

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

DPC General Contractor, Inc.  
Company Name

[Signature]  
Signature 5/4/16

**ADDENDUM NO. 2**

April 12, 2016

COVB ITB #120-16/PJW  
ADDENDUM NO. 1  
TO  
CITY OF VERO BEACH BID

HAZARDOUS MATERIAL REMOVAL  
MUNICIPAL POWER PLANT

The following ADDENDUM is hereby made a part of the specifications for **HAZARDOUS MATERIAL REMOVAL** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

**ADDITIONAL INFORMATION: ATTACHMENTS**

- No. 1 PREVIOUS DATES OF ASBESTOS SURVEYS
- No. 2 ASBESTOS SURVEY

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

DR General Contractors  
Company Name

[Signature]  
Signature  
5/4/16

ADDENDUM NO. 1