

BID FORM

To: The City of Key West
Address: 3126 Flagler Avenue, Key West, Florida 33040
Post Office Box 1409, Key West, Florida 33041
Title: **Resod George Mira Football Field**

Bidder's person to contact for additional information on this Bid:

Name: Thomas M. Wilder
Telephone: 229-382-9690 Email: tmw@friendlycity.net

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe services required (or part thereof) to be provided in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of maintenance, service, and inspection to do the work and furnish all the materials necessary to provide all service as specified or indicated in the scope of work.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance, as specified in these Documents.

START OF CONTRACT

Construction start date is anticipated to be May 29, 2013.

The Bidder agrees to provide and maintain safe access to the spectator bleacher area and concession stands throughout the contract duration.

The Bidder agrees to achieve Substantial Completion for the Resod of the George Mira Football Field by June 24, 2013, including, but not limited to, repair of entire irrigation system, all new sprinkler heads on site ready for installation, and .at least 80% percent of new Celebration sod installed.

The Bidder agrees to achieve Final Completion for resod of the George Mira Football Field on June 28, 2013.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After substantial completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times above, for completion and readiness for final payment. Liquidated damages shall run concurrent.

Sundays and legal holidays shall be included in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the payment.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.

The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

BEN FEW & COMPANY, INC.

Memo

To: _____
From: Ben Few III, ARM, ARM-P, AAI
Date:
Subject: Vendor Insurance Requirements for the City of Key West, Florida

All Vendors and subVendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Vendors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability (If applicable)	\$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	\$_,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's or subVendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Vendor or subVendor.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

PAYMENT RETAINAGE

Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

BID SCHEDULE

RESOD GEORGE MIRA FOOTBALL FIELD

LUMP SUM BID PRICE ITEMS

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

The Bidder further agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price (Figure)</u>	<u>PU (Words)</u>	<u>Extended Total Amount</u>
1	1	Resod George Mira Football Field	.90/sf	Ninety cents per square foot.	\$59,664.60

Total price in words Fifty Nine Thousand, Six Hundred Sixty Four Dollars and Sixty Cents.

PRICE FOB KEY WEST, FLORIDA

PAYMENT TERMS: 45 days after owner acceptance

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions, and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME: T. Mac Wilder & Associates, LLC

STREET ADDRESS: 1520 Ferry Lake Road

CITY/ STATE/ ZIP: Tifton, GA 31794

PRINT NAME OF AUTHORIZED

REPRESENTATIVE: Sandra Owen

TITLE/ POSITION OF AUTHORIZED REPRESENTATIVE: Administrative Assistant

DATE SUBMITTED: 04/22/2013 TELEPHONE: 229-382-9690

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Sod delivery and installation.
Portion of Work

Lake Jem Farm
Name

26714 Oak Shadow Lane , Mt. Dora , FL , 32757
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

CASHIERS CK. ATTACHED whose address is

_____, _____, _____
Street City State Zip

Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Thomas M. Wilder

T. Mac Wilder & Associates, LLC doing business at

1520 Ferry Lake Road, Tifton, GA, 31794
Street City State Zip

tmw@friendlycity.net
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
<u>Thomas M. Wilder</u>	<u>Managing Member</u>
<u>Sandra Owen</u>	<u>Secretary</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

Signature of Bidder *N/A*

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22nd day of April 2013.

(SEAL)

T. Mac Wilder & Associates, LLC
Name of Corporation

By *Thomson Wilder*

Title Managing Member

Attest *Sandra Queen*
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar contracts, with types, names of owners, project costs, and references with phone numbers. Use additional sheets if necessary.)

Risley Middle School- Construction of Baseball & Football Fields - Jobsite: 707 South Port Parkway, Brunswick, GA 31523 Gen.Contractor: Choate Construction Company, 101 W. Mulberry Blvd., Suite 200, Pooler, GA 31322 Phone: 912-790-0011 T.Mac Wilder & Assoc. contract was for \$80,800.00. Job Period 2/7/ - 4/27/2012

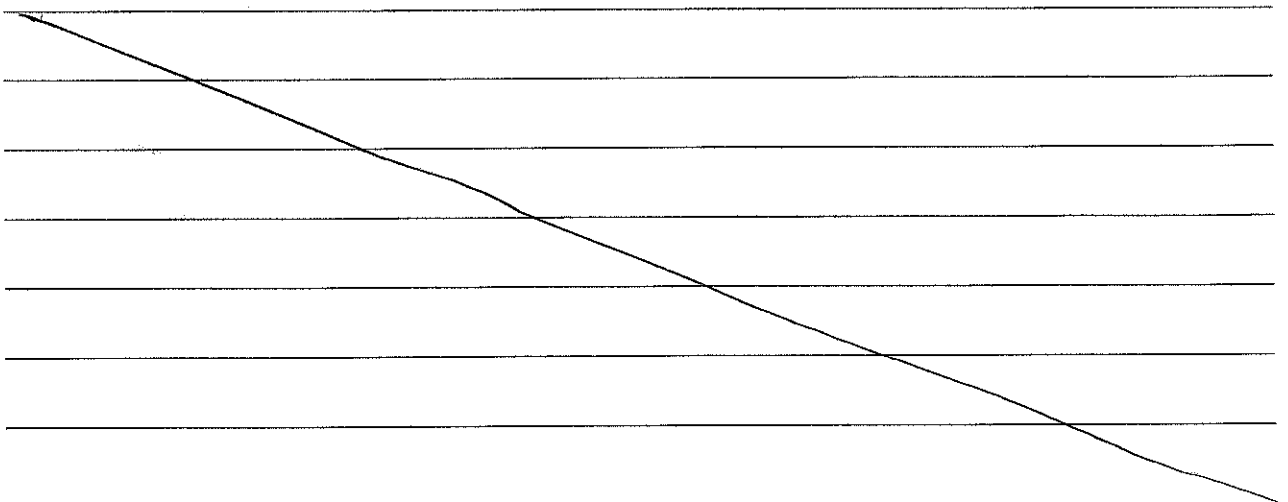
Bethel High School Baseball Field, Hampton, VA. Gen.Con.: Kerrick Construction, LLC Phone: 757-328-2603 Owner: Hampton Parks & Rec. Contact: Jim Wilson, Director Phone: 757-727-6474 Our contract was for \$87,000.00. Complete renovation of Baseball Field including removal of existing grass, laser grading, inst. of automatic irrigation system, apply lime and fertilizer, final laser grading, delivery and installation of new sod. Work performed in 2012.

Phoebus High School Baseball Field, Hampton, VA. Renovation - same as above. Contract price \$90,000.00.

D. J. Montague Elementary School, Williamsburg, VA - Gen. Con.: Hudgins Contracting Phone: 757-873-0199 Contract Price: \$15,304.00. Till sub-grade, Laser grade sub-grade, laser grade top soil, complete final grade, prepare seedbed and deliver and install sprigs. Work performed in 2011.

Cousins Football Field, Covington, GA. Tommy Hailey, Dir., Newton County Rec. Com. 770-786-4373 ext.20 Contract Price: 52,000.00 Grading, Irrigation Installation, Seedbed prep.,Grassing Work completed 2008.

McConnell-Talbot Stadium Game Field, Houston County Board of Ed., Cecil Parker, Dir./Maint. Warner Robins, GA Phone: 478-929-7808. Contract price: \$12,318.00. Remove existing turf. Laser grade and sprig side line to side line and end line to end line. Work performed in 2010.



* * * * *

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

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

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto _____

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS (\$ _____) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for RESOD GEORGE MIRA FOOTBALL FIELD, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

RESOD GEORGE MIRA FOOTBALL FIELD

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 2013.

PRINCIPAL _____

By _____

SURETY _____

By _____
Attorney-In-Fact

* * * * *

CASHIER'S CHECK

309045

64-1187/612

DATE 04/23/13

REMITTER THOMAS M. WILDER

\$2,983.24

PAY TO THE ORDER OF CITY CLERK, CITY OF KEY WEST

Two Thousand Nine Hundred Eighty Three Dollars AND 24 Cents***

DOLLARS



FOR BID #13-015

South Georgia Banking Company

Judy O. Law

⑈ 309045 ⑈

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: T. Mac Wilder & Associates, LLC

SEAL:

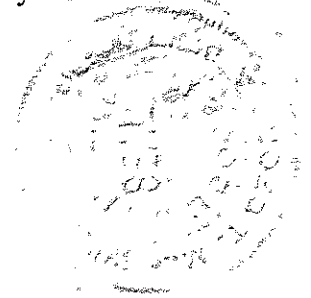
1520 Ferry Lake Rd., Tifton, GA 31794
Address

Thomas M Wilder
Signature

Thomas M. Wilder
Print Name

Managing Member
Title

Date: 04/22/2013



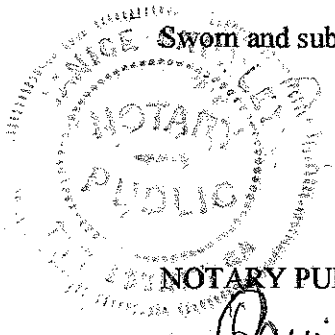
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Thomas M. Wilder

Sworn and subscribed before me this 22 day of April 2013.



Georgia
NOTARY PUBLIC, State of ~~Florida~~ at Large

Janice Crumley

My Commission Expires:

**Janice Crumley
Notary Public, Tift County, Georgia
My Commission Expires April 11, 2015**

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for Resod George Mira Football Field

2. This sworn statement is submitted by T.Mac Wilder & Associates, LLC
(name of entity submitting sworn statement)

whose business address is 1520 Ferry Lake Road, Tifton, GA 31794

and (if applicable) its Federal Employer Identification Number (FEIN) is 54-2076357

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

3. My name is Thomas M. Wilder
(please print name of individual signing)

and my relationship to the entity named above is Managing Member

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or no lo contendere.

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Thomas M. Wilder
(signature)

4-22-13
(date)

STATE OF Georgia

COUNTY OF Tift

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thomas M. Wilder Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 22 day of April, 2013.

My commission expires:

Janice Crumley
Notary Public, Tift County, Georgia
My Commission Expires April 11, 2015

Janice Crumley
NOTARY PUBLIC

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

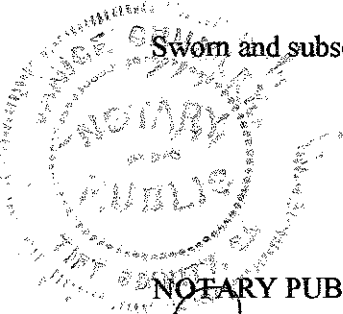
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

 T. MAC WILDER & ASSOCIATES, LLC
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Thomas M. Wilder

Sworn and subscribed before me this 22 day of April 2013.



Georgia
NOTARY PUBLIC, State of Florida at Large

Janice Crumley

My Commission Expires:

Janice Crumley
Notary Public, Tift County, Georgia
My Commission Expires April 11, 2015

* * * * *

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 22nd day of April, 2013.

By Thomas M Wilder
Authorized Signature/Contractor

Thomas M. Wilder, Managing Member
Typed Name/Title

T. Mac Wilder & Associates, LLC
Contractor's Firm Name

1520 Ferry Lake Road
Street Address

Building, Suite Number

Tifton, GA 31794
City/State/Zip Code

229-382-9690
Area Code/Telephone Number

STATEMENT OF NO BID # 13-015

N/A

RESOD GEORGE MIRA FOOTBALL FIELD

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "RESOD GEORGE MIRA FOOTBALL FIELD"
Office of the City Clerk
3126 Flagler Avenue,
P.O. Box 1409, Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Bid on the above-noted Invitation to Bid for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: _____

We understand that if a "No Bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY ADDRESS: _____

DATE: _____ TELEPHONE: _____

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same day.
19. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit, Public Entity Crime Form, City of Key West Indemnification, Equal Benefits for Domestic Partners Affidavit, Local Vendor Certification, Suspension and Debarment Certification,



**ADDENDUM 1:
ITB #13-015 RESOD GEORGE MIRA FOOTBALL FIELD**

To all general contract bidders of record on the Work titled:

**RESOD GEORGE MIRA FOOTBALL FIELD
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 13-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1. What is the budget for this project?

A1. The current budget for this contract is \$75,000.

Q2. When does the City want the turf consultation as listed as two follow up inspections in Section II A. 7 of the Scope of Work?

A2. The first inspection will be required 30 days after installation. The second inspection will be coordinated through the City of Key West Parks and Recreation Manager.

Q3. Is the minimum of three (3) roto-till passes mandatory if the contractor's equipment produces the same effect as three roto-till passes?

A3. The three pass minimum was established to obtain a high level of soil preparation prior to resodding. All layers of soil must be broken up to facilitate the growth of the new sod. If the contractor's equipment is capable of producing the desired effect as listed in the bid specifications, the three minimum pass is not required. At the beginning of the roto-tilling operations, the contractor must coordinate with the Parks and Recreation Manager to approve the efficiency of the equipment.

Q4. Is there a minimum depth required for roto-tilling?

A4. The field consists of turf, approximately six (6) inches of soil, and then hard ground. Once the turf is removed, the remained soil must be roto-tilled.

Q.5 Is there a requirement for top soil replacement?

A5. The City of Key West does not anticipate the need for top soil replacement; however, the contractor must alert the City of Key West to conditions that may warrant replacement top soil.

Q6. What is the last day to ask questions?

A6. The last day to ask questions is Monday April 22, 2013 at 3:00 P.M.

Q7. What type of sprinkler head and swing arm is required?


A7. Rain Bird w/steel shank F4PC FALCON 6504 LESS NOZ 1 INCH and Swing Arm TSJ12 , 12" Turf Swing Arm.

Q8. What bonds need to be included with the bid package?

A8. The actual bid bond (5% bid) must be submitted with bid package. No performance bond is required.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

 Thomas M. Wilder
T. Mac Wilder & Associates, LLC
Signature, Name & Name of Business