

**AGREEMENT FOR
TURF GRASS MAINTENANCE SERVICES**

THIS AGREEMENT, made this 1 day of MAY 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Next Era Landscaping, LLC, a Florida limited liability company, ("Contractor" or "Company"), whose address and phone number are 2777 South Congress Avenue, Palm Springs, FL 33461, Phone: 561-792-9632, Email: 561-792-9633, Email: dberetsky@nexteralandscaping.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid 523-10884 Turf Grass Maintenance Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated December 1, 2011, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated MAY 1, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 3, 2012, and shall end on April 2, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, in the estimated annual amount of \$163,322. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the

written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and

Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases

of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision

of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or

similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR

By: [Signature]
David Beretsky
Manager

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Palm Beach

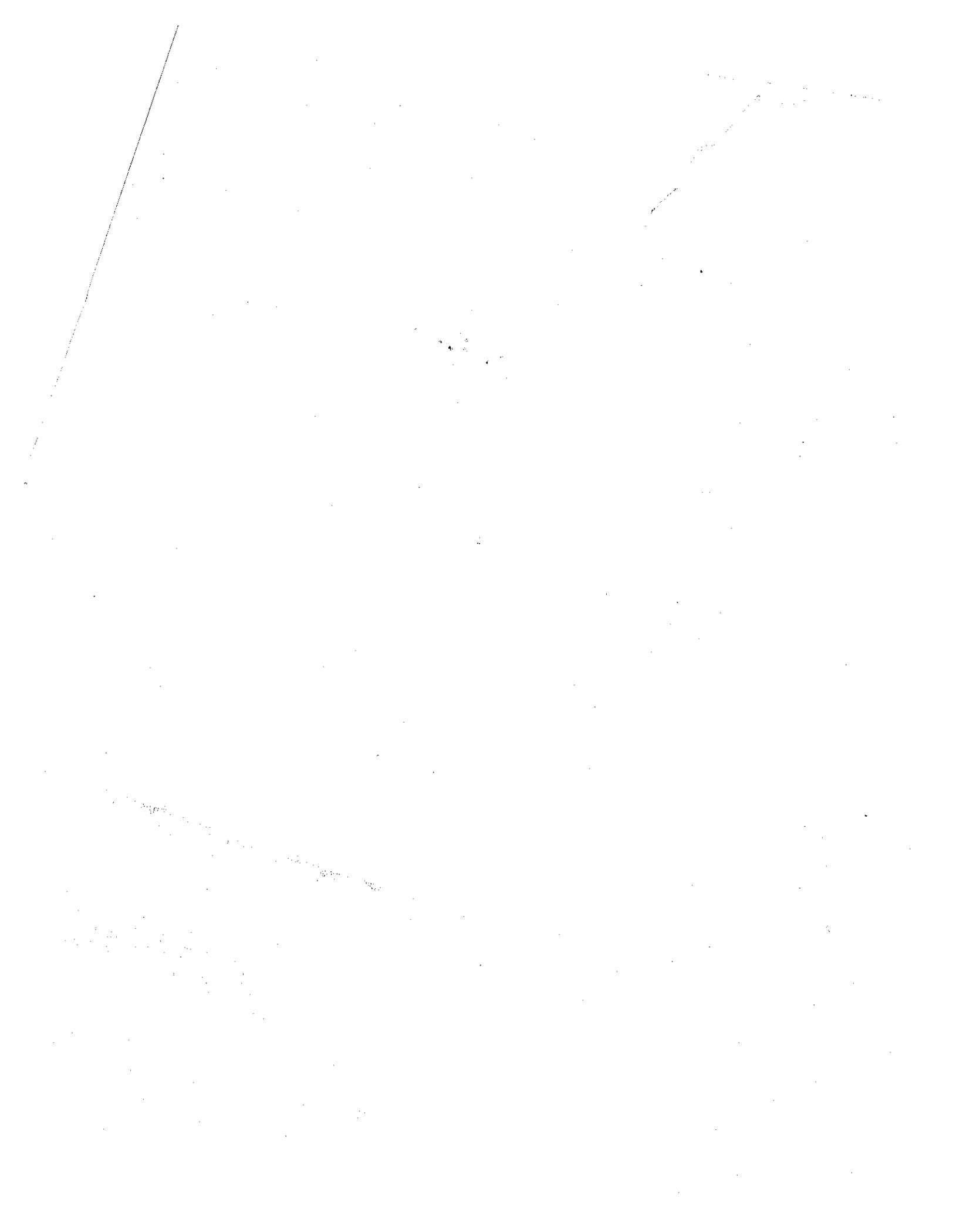
The foregoing instrument was acknowledged before me this 24th day of April, 2012, by David Beretsky as manager for Next Era Landscaping, LLC, a Florida limited liability company.

(SEAL)

[Signature]
Notary Public, State of FL
(Signature of Notary Public)

(Print, Type in Stamp) DIGNORAH ARANA Name of Notary Public
Notary Public, State of Florida
My comm. expires Feb. 9, 2015

Personally Known OR Produced Identification _____
Type of Identification Produced _____



D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title: _____

CONTRACTOR

By: [Signature]
David Beretsky
Manager

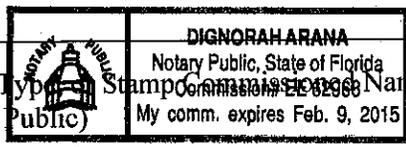
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of April, 2012, by David Beretsky as manager for Next Era Landscaping, LLC, a Florida limited liability company.

(SEAL)

[Signature]
Notary Public, State of FL
(Signature of Notary Public)

(Print, Type Stamp Commission No. Name of Notary Public)  Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Nextera Landscaping LLC

Bid Contact **David BERETSKY**
AMERILAWNINC@AOL.COM
Ph 561-792-9632
Fax 561-792-9633

Address **3031 FORTUNE WAY SUITE A15**
WELLINGTON, FL 33414

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
523-10884--01-01	GROUP 1 - NORTHEAST: City Hall - 100 N. Andrews Ave & East parking lot - Andrews & NE 1st...Mow & Weed	Supplier Product Code:	First Offer - \$37.00	22 / service	\$814.00		Y
523-10884--01-02	GROUP 1 - NORTHEAST: N Federal Hwy, medians-Broward Blvd to US 1/Sunrise Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$140.00	22 / service	\$3,080.00	Y	Y
523-10884--01-03	GROUP 1 - NORTHEAST: N Federal Hwy, medians-Broward Blvd to US 1/Sunrise Blvd...Hedge trim	Supplier Product Code:	First Offer - \$60.00	6 / service	\$360.00		Y
523-10884--01-04	GROUP 1 - NORTHEAST: Sistrunk Blvd (NE 6 ST) from Andrews Ave to US 1...Hedge Trim	Supplier Product Code:	First Offer - \$25.00	6 / service	\$150.00		Y
523-10884--01-05	GROUP 1 - NORTHEAST: N Federal Hwy, medians-US 1/Sunrise Blvd to Oakland Pk Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$50.00	22 / service	\$1,100.00		Y
523-10884--01-06	GROUP 1 - NORTHEAST: N Federal Hwy, medians-US 1/Sunrise Blvd to Oakland Pk Blvd...Hedge Trim	Supplier Product Code:	First Offer - \$125.00	6 / service	\$750.00		Y
523-10884--01-07	GROUP 1 - NORTHEAST: N Federal Hwy, medians-Oakland Pk Blvd. to NE 65th St./Port Royale...Mow & Weed	Supplier Product Code:	First Offer - \$65.00	22 / service	\$1,430.00		Y
523-10884--01-08	GROUP 1 - NORTHEAST: N	Supplier Product Code:	First Offer - \$25.00	6 / service	\$150.00		Y

	Federal Hwy, medians-Oakland Pk Blvd. to NE 65th St./Port Royale...Hedge Trim	Code:				
523-10884--01-09	GROUP 1 - NORTHEAST: NE 4th Ave medians- Sunrise Blvd. to S. Middle River (NE 18th St.)...Mow & Weed	Supplier Product Code:	First Offer - \$55.00	22 / service	\$1,210.00	Y
523-10884--01-10	GROUP 1 - NORTHEAST: NE 4th Ave medians- Sunrise Blvd. to S. Middle River (NE 18th St.)...Hedge Trim	Supplier Product Code:	First Offer - \$30.00	6 / service	\$180.00	Y
523-10884--01-11	GROUP 1 - NORTHEAST: NE 9 St., medians and ROW triangles- Middle River Dr to NE 26 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$38.00	22 / service	\$836.00	Y
523-10884--01-12	GROUP 1 - NORTHEAST: NE 9 St., medians and ROW triangles Middle River Dr...Hedge Tr	Supplier Product Code:	First Offer - \$85.00	6 / service	\$510.00	Y
523-10884--01-13	GROUP 1 - NORTHEAST: NE 13 St., medians- Andrews Ave to Federal Hwy...Mow & Weed	Supplier Product Code:	First Offer - \$240.00	22 / service	\$5,280.00	Y
523-10884--01-14	GROUP 1 - NORTHEAST: NE 15 Ave, medians-NE 13 St to NE 20 St...Mow & Weed	Supplier Product Code:	First Offer - \$116.00	22 / service	\$2,552.00	Y
523-10884--01-15	GROUP 1 - NORTHEAST: NE 15 Ave, medians-NE 13 St to NE 20 St...Hedge Trim	Supplier Product Code:	First Offer - \$22.00	6 / service	\$132.00	Y
523-10884--01-16	GROUP 1 - NORTHEAST: Oakland Park Blvd, medians, parking ROWS, & Bridge...Mow & Weed	Supplier Product Code:	First Offer - \$75.00	22 / service	\$1,650.00	Y
523-10884--01-17	GROUP 1 - NORTHEAST: Oakland Park Blvd, medians, parking	Supplier Product Code:	First Offer - \$88.00	6 / service	\$528.00	Y

	ROWS, & Bridge...Hedge Trim					
523-10884--01-18	GROUP 1 - NORTHEAST: NE 26 Ave, medians from NE 47 St to NE 49 St...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--01-19	GROUP 1 - NORTHEAST: Commercial Blvd, medians, parking ROWS, & bridge west side...Mow & Weed	Supplier Product Code:	First Offer - \$70.00	22 / service	\$1,540.00	Y
523-10884--01-20	GROUP 1 - NORTHEAST: Commercial Blvd, medians, parking ROWS, & bridge west side, from...Hedge Trim	Supplier Product Code:	First Offer - \$64.00	6 / service	\$384.00	Y
523-10884--01-21	GROUP 1 - NORTHEAST: NE 18 Ave, medians from NE 50 St to NE 65 St...Mow & Weed	Supplier Product Code:	First Offer - \$115.00	22 / service	\$2,530.00	Y
523-10884--01-22	GROUP 1 - NORTHEAST: NE 18 Ave, medians from NE 50 St to NE 65 St...Hedge Trim	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y
523-10884--01-23	GROUP 1 - NORTHEAST: Landings Entranceway - medians, entranceway, & bridge ROWS...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--01-24	GROUP 1 - NORTHEAST: Landings Entrance from US1 to NE 26th Avenue...Hedge Trim	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y
523-10884--01-25	GROUP 1 - NORTHEAST: Bayview Dr & Bay Colony ROW, medians & ROW...Mow & Weed	Supplier Product Code:	First Offer - \$33.00	22 / service	\$726.00	Y
523-10884--01-26	GROUP 1 - NORTHEAST: Bayview Dr & Bay Colony ROW, medians & ROW...Hedge Trim	Supplier Product Code:	First Offer - \$45.00	6 / service	\$270.00	Y

523-10884--01-27	GROUP 1 - NORTHEAST: Bayview Dr., medians-Sunrise Blvd to NE 12th St...Mow & Weed	Supplier Product Code:	First Offer - \$27.00	22 / service	\$594.00	Y
523-10884--01-28	GROUP 1 - NORTHEAST: Bayview Dr., medians-Sunrise Blvd to NE 12th St...Hedge Trim	Supplier Product Code:	First Offer - \$30.00	6 / service	\$180.00	Y
523-10884--01-29	GROUP 1 - NORTHEAST: Imperial Point Entranceway & Imperial Point Drive...Mow & Weed	Supplier Product Code:	First Offer - \$22.00	22 / service	\$484.00	Y
523-10884--01-30	GROUP 1 - NORTHEAST: Imperial Point Entranceway & Imperial Point Drive...Hedge Trim	Supplier Product Code:	First Offer - \$38.00	6 / service	\$228.00	Y
523-10884--01-31	GROUP 1 - NORTHEAST: Cypress Creek Road/NE 62 St; medians, North & South ROWs...Mow & Weed	Supplier Product Code:	First Offer - \$43.00	22 / service	\$946.00	Y
523-10884--01-32	GROUP 1 - NORTHEAST: Cypress Creek Road/NE 62 St; medians, North & South ROWs...Hedge Trim	Supplier Product Code:	First Offer - \$120.00	6 / service	\$720.00	Y
523-10884--01-33	GROUP 1 - NORTHEAST: NE 62 St, Medians from NE 18 Ave to Dixie Highway...Mow & Weed	Supplier Product Code:	First Offer - \$38.00	22 / service	\$836.00	Y
523-10884--01-34	GROUP 1 - NORTHEAST: NE 62 St, Medians from NE 18 Ave to Dixie Highway...Hedge Trim	Supplier Product Code:	First Offer - \$17.00	6 / service	\$102.00	Y
523-10884--01-35	GROUP 1 - NORTHEAST: N Dixie Hwy, Median north of NE 62 St to City Limit...Mow & Weed	Supplier Product Code:	First Offer - \$24.00	22 / service	\$528.00	Y
523-10884--01-36	GROUP 1 - NORTHEAST:	Supplier Product Code:	First Offer - \$38.00	22 / service	\$836.00	Y

	A1A/No. Ocean Drive, medians from Flamingo Ave/ NE 42 St to...Mow & Weed	Code:				
523-10884--01-37	GROUP 1 - NORTHEAST: A1A/No. Ocean Drive, medians from Flamingo Ave/ NE 42 St to...Hedge Trim	Supplier Product Code:	First Offer - \$14.00	6 / service	\$84.00	Y
523-10884--01-38	GROUP 1 - NORTHEAST: NE 15 Ave medians from NE 4 Court to NE 6th Street...Mow & Weed	Supplier Product Code:	First Offer - \$90.00	22 / service	\$1,980.00	Y
523-10884--01-39	GROUP 1 - NORTHEAST: NE 15 Ave medians from NE 4 Court to NE 6th Street...Hedge Trim	Supplier Product Code:	First Offer - \$19.00	6 / service	\$114.00	Y
523-10884--01-40	GROUP 1 - NORTHEAST: NE 11 St, swale on south side from 2449 NE 11 St to Seminole Dr...Mow & Weed	Supplier Product Code:	First Offer - \$46.00	22 / service	\$1,012.00	Y
523-10884--01-41	GROUP 1 - NORTHEAST: Bayview Drive, canal-ends on east side of Bayview Drive...Mow & Weed	Supplier Product Code:	First Offer - \$17.00	22 / service	\$374.00	Y
523-10884--01-42	GROUP 1 - NORTHEAST: Triangle ROWS at SE corner of NE 28 Ave & Bayview Dr. and...Mow & Weed	Supplier Product Code:	First Offer - \$102.00	22 / service	\$2,244.00	Y
523-10884--01-43	GROUP 1 - NORTHEAST: Bermuda Riviera, swale along east side of NE 34 Ave between fence...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--01-44	GROUP 1 - NORTHEAST: NE 34 Ave at Fort Royale and Castle Harbor Bridge Areas...Mow & Weed	Supplier Product Code:	First Offer - \$17.00	22 / service	\$374.00	Y
523-10884--01-45	GROUP 1 - NORTHEAST: Lake Estates/NE 27 Ave	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y

	ROWS & plant-beds, ROWS on north &...Mow & Weed					
523-10884--01-46	GROUP 1 - NORTHEAST: Lake Estates/NE 27 Ave ROWS & plant-beds, ROWS...Hedge Trim	Supplier Product Code:	First Offer - \$11.00	6 / service	\$66.00	Y
523-10884--01-47	GROUP 1 - NORTHEAST: Sunrise Blvd. From Andrews Ave. to Middle River Bridge...Mow & Weed	Supplier Product Code:	First Offer - \$11.00	22 / service	\$242.00	Y
523-10884--01-48	GROUP 1 - NORTHEAST: Sunrise Blvd from Middle River Bridge to AIA...Mow and Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--01-49	GROUP 1 - NORTHEAST: Sunrise Blvd from Middle River Bridge to AIA...Hedge Trim	Supplier Product Code:	First Offer - \$65.00	6 / service	\$390.00	Y
523-10884--01-50	GROUP 1 - NORTHEAST: Seven Isle at Desoto Dr., median/ROW & pump station swale...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--01-51	GROUP 1 - NORTHEAST: NE 16 Terrace cul-de-sac, behind wall at 1624 E. Sunrise - Sunrise...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--01-52	GROUP 1 - NORTHEAST: Terramar from A1A to Birch Road (center median)...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--01-53	GROUP 1 - NORTHEAST: Terramar from A1A to Birch Road (center median)...Hedge Trim	Supplier Product Code:	First Offer - \$23.00	6 / service	\$138.00	Y
523-10884--01-54	GROUP 1 - NORTHEAST: Vistamar from A1A to Birch Road	Supplier Product Code:	First Offer - \$13.00	6 / service	\$78.00	Y

	(center median)...Hedge Trim					
523-10884--01-55	GROUP 1 - NORTHEAST: Breakers Avenue from Vistamar to Riomar (center median)...Hedge Trim	Supplier Product Code:	First Offer - \$10.00	6 / service	\$60.00	Y
523-10884--01-56	GROUP 1 - NORTHEAST: Cortez passive park (between Seabreeze and Birch from Cortez Street...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--01-57	GROUP 1 - NORTHEAST: Cortez passive park (between Seabreeze and Birch from Cortez Street...Hedge Trim	Supplier Product Code:	First Offer - \$10.00	6 / service	\$60.00	Y
523-10884--01-58	GROUP 1 - NORTHEAST: Sebastian West - Seabreeze and Sebastian Street - outside perimeter...Hedge Trim	Supplier Product Code:	First Offer - \$11.00	6 / service	\$66.00	Y
523-10884--01-59	GROUP 1 - NORTHEAST: Sebastian East (A1A and Sebastian Street - hedge serfgece and small...Hedge Trim	Supplier Product Code:	First Offer - \$11.00	6 / service	\$66.00	Y
523-10884--01-60	GROUP 1 - NORTHEAST: ROW at Seabreeze and Alhambra (beside Casablanca Restaurant)...Hedge Trim	Supplier Product Code:	First Offer - \$11.00	6 / service	\$66.00	Y
523-10884--01-61	GROUP 1 - NORTHEAST: ROW at Seabreeze and Sebastian St...Hedge Trim	Supplier Product Code:	First Offer - \$10.00	6 / service	\$60.00	Y
523-10884--01-62	GROUP 1 - NORTHEAST: Middle River Dr & Coral Ridge Dr., Triangle at 1840 Middle River Dr...Mow & Weed	Supplier Product Code:	First Offer - \$9.00	22 / service	\$198.00	Y

523-10884--01-63	GROUP 1 - NORTHEAST: Bal Harbour Entranceway, ROWs - NE 19 St at NE 22 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$9.00	22 / service	\$198.00	Y
523-10884--01-64	GROUP 1 - NORTHEAST: Bal Harbour west swale area at NE 22nd Ave from NE 19 St to...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--01-65	GROUP 1 - NORTHEAST: NE 20 Ave., circle at 5251 NE 20 Ave. - NE 53 St at NE 20 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--01-66	GROUP 1 - NORTHEAST: Pump Station A-21 630 NE 2nd Ave...Mow & Weed	Supplier Product Code:	First Offer - \$90.00	22 / service	\$1,980.00	Y
Lot Total					\$46,414.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
523-10884--02-01	GROUP 2 - NORTHWEST: City Hall Annex, 301 N. Andrews - NW 4 St to NW 2 St...Mow & Weed	Supplier Product Code:	First Offer - \$50.00	22 / service	\$1,100.00	Y
523-10884--02-02	GROUP 2 - NORTHWEST: Sistrunk Blvd, medians & ROW triangle - NW 10 Ave to NW 22 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$55.00	22 / service	\$1,210.00	Y
523-10884--02-03	GROUP 2 - NORTHWEST: Sistrunk Blvd, medians & ROW triangle - NW 10 Ave to NW 22 Ave...Hedge Trim	Supplier Product Code:	First Offer - \$44.00	6 / service	\$264.00	Y
523-10884--02-04	GROUP 2 - NORTHWEST: Sistrunk & NW 21 Ave swale - NW 6th St from I-95 to NW 3 Ct...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--02-05	GROUP 2 - NORTHWEST: Sistrunk & NW 21 Ave swale -	Supplier Product Code:	First Offer - \$24.00	6 / service	\$144.00	Y

	NW 6th St from I-95 to NW 3 Ct...Hedge Trim					
523-10884--02-06	GROUP 2 - NORTHWEST: 1100 Sistrunk Blvd Parking Lot...Hedge Trim	Supplier Product Code:	First Offer - \$23.00	6 / service	\$138.00	Y
523-10884--02-07	GROUP 2 - NORTHWEST: Powerline/NW 9 Ave, medians - Sunrise Blvd to NW 22 St...Mow & Weed	Supplier Product Code:	First Offer - \$70.00	22 / service	\$1,540.00	Y
523-10884--02-08	GROUP 2 - NORTHWEST: Powerline/NW 9 Ave, medians - Sunrise Blvd to NW 22 St...Hedge Trim	Supplier Product Code:	First Offer - \$18.00	6 / service	\$108.00	Y
523-10884--02-09	GROUP 2 - NORTHWEST: NW 12 Ave, medians from NW 20 St including NW 21 St...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--02-10	GROUP 2 - NORTHWEST: NW 13th Street, medians from NW 9 Ave - Andrews Ave...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--02-11	GROUP 2 - NORTHWEST: Sunrise Blvd, medians & ROWs - NW 24 Ave to Andrews Ave...Mow & Weed	Supplier Product Code:	First Offer - \$65.00	22 / service	\$1,430.00	Y
523-10884--02-12	GROUP 2 - NORTHWEST: Sunrise Blvd, medians & ROWs - NW 24 Ave to Andrews Ave...Hedge Trim	Supplier Product Code:	First Offer - \$15.00	6 / service	\$90.00	Y
523-10884--02-13	GROUP 2 - NORTHWEST: NW 62 Street/Cypress Creek Rd, medians - NW 9th Ave to 31	Supplier Product Code:	First Offer - \$47.00	22 / service	\$1,034.00	Y

Ave...Mow & Weed						
523-10884--02-14	GROUP 2 - NORTHWEST: NW 31 Ave, from NW 62 St to McNab...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--02-15	GROUP 2 - NORTHWEST: NW 31st Ave from NW 62nd Street to McNab...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--02-16	GROUP 2 - NORTHWEST: Police Hangar, 2661 NW 56 St off NW 21 Ave at Fort Lauderdale...Mow & Weed	Supplier Product Code:	First Offer - \$13.00	22 / service	\$286.00	Y
523-10884--02-17	GROUP 2 - NORTHWEST: 101 N. Andrews, NW 1 St to NW 2 St...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--02-18	GROUP 2 - NORTHWEST: Heliport, NW 1 Ave & NW 2 St from NW 1 St to NW 2 St...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--02-19	GROUP 2 - NORTHWEST: NW 19 St, medians from NW 31 Ave to NW 34 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$33.00	22 / service	\$726.00	Y
523-10884--02-20	GROUP 2 - NORTHWEST: NW 23 Ave swales on west side, from Sunrise Blvd to NW 17th St...Mow & Weed	Supplier Product Code:	First Offer - \$18.00	22 / service	\$396.00	Y
523-10884--02-21	GROUP 2 - NORTHWEST: NW 21st Ave from NW 19 ST to Oakland Park Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$35.00	22 / service	\$770.00	Y

523-10884--02-22	GROUP 2 - NORTHWEST: Palm Aire Village, Swale/ROW NW 31 Ave, west side, from NW 62... Mow & Weed	Supplier Product Code:	First Offer - \$18.00	22 / service	\$396.00	Y
523-10884--02-23	GROUP 2 - NORTHWEST: Palm Aire Village, Entranceways: NW 65 Drive & NW 31 Ave, both...Mow & Weed	Supplier Product Code:	First Offer - \$18.00	22 / service	\$396.00	Y
523-10884--02-24	GROUP 2 - NORTHWEST: Palm Aire Village, Canal Ends: NW 63 St, btwn NW 33 Way & NW 34...Mow & Weed	Supplier Product Code:	First Offer - \$23.00	22 / service	\$506.00	Y
523-10884--02-25	GROUP 2 - NORTHWEST: NW 9 Ave medians and plant beds, from Commercial Blvd to McNab...Mow & Weed	Supplier Product Code:	First Offer - \$13.00	22 / service	\$286.00	Y
523-10884--02-26	GROUP 2 - NORTHWEST: Orioles Blvd/NW 12 Ave medians, from NW 56 St - NW 62 St...Mow & Weed	Supplier Product Code:	First Offer - \$55.00	22 / service	\$1,210.00	Y
523-10884--02-27	GROUP 2 - NORTHWEST: Commercial Blvd medians, from I- 95 Northbound exit west...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--02-28	GROUP 2 - NORTHWEST: Commercial Blvd medians, from I- 95 Northbound exit west to Prospect Rd. - Hedge	Supplier Product Code:	First Offer - \$40.00	6 / service	\$240.00	Y
523-10884--02-29	GROUP 2 - NORTHWEST: NW 31 Ave medians, from Commercial Blvd to McNab...Mow & Weed	Supplier Product Code:	First Offer - \$125.00	22 / service	\$2,750.00	Y

523-10884--02-30	GROUP 2 - NORTHWEST: NW 62 St medians and ROWS, from NW 31 Ave to Hawkins Rd including...Mow & Weed	Supplier Product Code:	First Offer - \$80.00	22 / service	\$1,760.00	Y
523-10884--02-31	GROUP 2 - NORTHWEST: McNab Road medians from NW 31 Ave to NW 21 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$78.00	22 / service	\$1,716.00	Y
523-10884--02-32	GROUP 2 - NORTHWEST: Palm Aire Entrance, NW McNab Road swale on southside from NW 31 ...Mow & Weed	Supplier Product Code:	First Offer - \$65.00	22 / service	\$1,430.00	Y
523-10884--02-33	GROUP 2 - NORTHWEST: Palm Aire Entrance, NW McNab Road swale on southside from NW 31...Hedge Trim	Supplier Product Code:	First Offer - \$180.00	6 / service	\$1,080.00	Y
523-10884--02-34	GROUP 2 - NORTHWEST: NW 21 Ave from Cypress Creek to McNab, west side swale only...Mow & Weed	Supplier Product Code:	First Offer - \$155.00	22 / service	\$3,410.00	Y
523-10884--02-35	GROUP 2 - NORTHWEST: NW 21 Ave from Cypress Creek to McNab, west side swale only...Hedge Trim	Supplier Product Code:	First Offer - \$90.00	6 / service	\$540.00	Y
523-10884--02-36	GROUP 2 - NORTHWEST: Pump Station A- 28 100 NW 12 St...Mow & Weed	Supplier Product Code:	First Offer - \$65.00	22 / service	\$1,430.00	Y
523-10884--02-37	GROUP 2 - NORTHWEST: Pump Station A- 1 1252 NW 23 Ave and 12 CT - Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y

523-10884--02-38	GROUP 2 - NORTHWEST: Pump Station A- 18 1410 NW 4 St and 14 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-39	GROUP 2 - NORTHWEST: Pump Station A- 2 2150 NW 7 St...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-40	GROUP 2 - NORTHWEST: Pump Station A- 23 1481 NW 8 St...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-41	GROUP 2 - NORTHWEST: Pump Station A- 104 807 NW 3 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-42	GROUP 2 - NORTHWEST: Pump Station E- 02 1710 NW 62 St...Mow & Weed	Supplier Product Code:	First Offer - \$17.00	22 / service	\$374.00	Y
523-10884--02-43	GROUP 2 - NORTHWEST: Pump Station A- 38 NW 21 Ave & NW 24 St...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--02-44	GROUP 2 - NORTHWEST: Pump Station A- 29 NW 15 St & 2nd Ave...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-45	GROUP 2 - NORTHWEST: Pump Station A- 33 NW 29 Terr & Sunrise Bldv...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-46	GROUP 2 - NORTHWEST: Pump Station A- 36 NW 4 St & 7 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--02-47	GROUP 2 - NORTHWEST: Pump Station E-6 NW 68 St and 27	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
	Ave...Mow & Weed					
523-10884--02-48	GROUP 2 - NORTHWEST: Pump Station E-11 6310 NW 12 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--02-49	GROUP 2 - NORTHWEST: Pump Station A-98 2200 NW 2 St...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--02-50	GROUP 2 - NORTHWEST: Pump Station E-8 Prospect Rd & 28 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--02-51	GROUP 2 - NORTHWEST: Pump Station E-5 NW 32 Ave 67 Ct - 68 St...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--02-52	GROUP 2 - NORTHWEST: Pump Station E-12 905 NW 58 Court...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--02-53	GROUP 2 - NORTHWEST: Pump Station A-45 1201 Chateau Park Dr...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--02-54	GROUP 2 - NORTHWEST: Traffic Circles on NW 15th Ave at NW 4th St & NW 5th St...Hedge Trim	Supplier Product Code:	First Offer - \$12.00	6 / service	\$72.00	Y
Lot Total					\$34,334.00	
523-10884--03-01	GROUP 3 - SOUTHEAST: Broward Blvd medians from Andrews Ave east to Victoria Park Road...Mow & Weed	Supplier Product Code:	First Offer - \$22.00	22 / service	\$484.00	Y
523-10884--03-02	GROUP 3 - SOUTHEAST: Broward Blvd medians from Andrews Ave east to	Supplier Product Code:	First Offer - \$58.00	6 / service	\$348.00	Y

Victoria Park
Road...Hedge Trim

523-10884--03-03	GROUP 3 - SOUTHEAST: Las Olas Blvd, medians & ROWS - Andrews Ave to west side...Mow & Weed	Supplier Product Code:	First Offer - \$155.00	22 / service	\$3,410.00	Y
523-10884--03-04	GROUP 3 - SOUTHEAST: Las Olas Blvd, medians & ROWS - Andrews Ave to west side of...Hedge Trim	Supplier Product Code:	First Offer - \$220.00	6 / service	\$1,320.00	Y
523-10884--03-05	GROUP 3 - SOUTHEAST: Las Olas Blvd swales, swales on north & south sides from Isle of...Mow & Weed	Supplier Product Code:	First Offer - \$30.00	22 / service	\$660.00	Y
523-10884--03-06	GROUP 3 - SOUTHEAST: Las Olas Blvd swales, swales on north & south sides from Isle of...Hedge Trim	Supplier Product Code:	First Offer - \$52.00	6 / service	\$312.00	Y
523-10884--03-07	GROUP 3 - SOUTHEAST: Las Olas Blvd and Seabreeze NW corner (across from Quarterdeck)...Hedge Trim	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y
523-10884--03-08	GROUP 3 - SOUTHEAST: Birch and Las Olas Circle east and west side parking lot and...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--03-09	GROUP 3 - SOUTHEAST: Birch and Las Olas Parking Lot and Marina north of Las Olas...Mow & Weed	Supplier Product Code:	First Offer - \$49.00	22 / service	\$1,078.00	Y
523-10884--03-10	GROUP 3 - SOUTHEAST: Birch and Las Olas Parking Lot and Marina north of Las Olas...Hedge Trim	Supplier Product Code:	First Offer - \$23.00	6 / service	\$138.00	Y
523-10884--03-11	GROUP 3 - SOUTHEAST: Birch Las Olas Parking Lot South - South of Las Olas ...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-12	GROUP 3 - SOUTHEAST: Birch Las Olas Parking Lot	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y

South - South of Las
Olas...Hedge Trim

523-10884--03-13	GROUP 3 - SOUTHEAST: Corner of Las Olas and Birch Road (east side by gas station)...Mow & Weed	Supplier Product Code:	First Offer - \$40.00	22 / service	\$880.00	Y
523-10884--03-14	GROUP 3 - SOUTHEAST: Seven Isle Entrance, swale/seawall - SE 23 Ave north side of Las...Mow & Weed	Supplier Product Code:	First Offer - \$13.00	22 / service	\$286.00	Y
523-10884--03-15	GROUP 3 - SOUTHEAST: Seven Isle Entrance, swale/seawall - SE 23 Ave north side of Las...Hedge Trim	Supplier Product Code:	First Offer - \$35.00	6 / service	\$210.00	Y
523-10884--03-16	GROUP 3 - SOUTHEAST: Riviera Isle Dr/SE 25 Ave, medians south of Las Olas to...Mow & Weed	Supplier Product Code:	First Offer - \$38.00	22 / service	\$836.00	Y
523-10884--03-17	GROUP 3 - SOUTHEAST: Lido Pumpstation, 305 Lido Dr. & Las Olas Blvd. and Lido Drive....Mow & Weed	Supplier Product Code:	First Offer - \$77.00	22 / service	\$1,694.00	Y
523-10884--03-18	GROUP 3 - SOUTHEAST: Points of America, medians, swales and roundabouts - So Ocean Dr...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--03-19	GROUP 3 - SOUTHEAST: Points of America, medians, swales and roundabouts - So Ocean Dr...Hedge Trim	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y
523-10884--03-20	GROUP 3 - SOUTHEAST: South Andrews Ave medians & ROWs from Broward Blvd to SE 6 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$125.00	22 / service	\$2,750.00	Y
523-10884--03-21	GROUP 3 - SOUTHEAST: SE 6 Ave (Old South Federal), medians & ROWs from SR 84 - to...Mow & Weed	Supplier Product Code:	First Offer - \$125.00	22 / service	\$2,750.00	Y

523-10884--03-22	GROUP 3 - SOUTHEAST: SE 6 Ave (Old South Federal), medians & ROWs from SR 84 - to...Hedge Trim	Supplier Product Code:	First Offer - \$315.00	6 / service	\$1,890.00	Y
523-10884--03-23	GROUP 3 - SOUTHEAST: South Federal Highway, medians from SE 6 St to SE 32 Street...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-24	GROUP 3 - SOUTHEAST: South Federal Highway, medians from SE 6 St to SE 32 Street...Hedge Trim	Supplier Product Code:	First Offer - \$220.00	6 / service	\$1,320.00	Y
523-10884--03-25	GROUP 3 - SOUTHEAST: Hospital Section, medians from: ... Mow & Weed	Supplier Product Code:	First Offer - \$58.00	22 / service	\$1,276.00	Y
523-10884--03-26	GROUP 3 - SOUTHEAST: Hospital Section, medians from: ...Hedge Trim	Supplier Product Code:	First Offer - \$64.00	6 / service	\$384.00	Y
523-10884--03-27	GROUP 3 - SOUTHEAST: Ponce De Leon Dr, medians from So. Federal up to and including...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--03-28	GROUP 3 - SOUTHEAST: Ponce De Leon Dr, medians from So. Federal up to and including...Hedge Trim	Supplier Product Code:	First Offer - \$45.00	6 / service	\$270.00	Y
523-10884--03-29	GROUP 3 - SOUTHEAST: Coconut Isle Dr./SE 18 Ave, medians & beds from Las Olas to...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--03-30	GROUP 3 - SOUTHEAST: Coconut Isle Dr./SE 18 Ave, medians & beds from Las Olas to...Hedge Trim	Supplier Product Code:	First Offer - \$15.00	6 / service	\$90.00	Y
523-10884--03-31	GROUP 3 - SOUTHEAST: Solar Isle Dr./SE 24 Ave, medians from SE 5 St to SE 8 St	Supplier Product Code:	First Offer - \$13.00	22 / service	\$286.00	Y

at...Mow & Weed						
523-10884--03-32	GROUP 3 - SOUTHEAST: Solar Isle Dr./SE 24 Ave, medians from SE 5 St to SE 8 St at...Hedge Trim	Supplier Product Code:	First Offer - \$265.00	6 / service	\$1,590.00	Y
523-10884--03-33	GROUP 3 - SOUTHEAST: Eisenhower Blvd, from SE 17 St - SE 20 St...Mow & Weed	Supplier Product Code:	First Offer - \$70.00	22 / service	\$1,540.00	Y
523-10884--03-34	GROUP 3 - SOUTHEAST: SE 17 Street, medians and ROWs from Andrews to Mayan Dr...Mow & Weed	Supplier Product Code:	First Offer - \$35.00	22 / service	\$770.00	Y
523-10884--03-35	GROUP 3 - SOUTHEAST: SE 17 Street, medians and ROWs from Andrews to Mayan Dr/2700 block...Hedge Trim	Supplier Product Code:	First Offer - \$35.00	6 / service	\$210.00	Y
523-10884--03-36	GROUP 3 - SOUTHEAST: SE 10th Ave medians from just south of SE 17th Street...Hedge Trim and Trash	Supplier Product Code:	First Offer - \$270.00	6 / service	\$1,620.00	Y
523-10884--03-37	GROUP 3 - SOUTHEAST: S. Miami Road medians from SE 16th St roundabout and...Hedge Trim and Trash	Supplier Product Code:	First Offer - \$365.00	6 / service	\$2,190.00	Y
523-10884--03-38	GROUP 3 - SOUTHEAST: SE 17 Street Bridge and Parking Lot from Eisenhower Blvd to...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--03-39	GROUP 3 - SOUTHEAST: SE 17 Street Bridge and Parking Lot from Eisenhower Blvd to SE...Hedge Trim	Supplier Product Code:	First Offer - \$25.00	6 / service	\$150.00	Y
523-10884--03-40	GROUP 3 - SOUTHEAST: Harbour Inlet Dr., medians and plant beds on SE 23 Ave and...Mow & Weed	Supplier Product Code:	First Offer - \$45.00	22 / service	\$990.00	Y
523-10884--03-41	GROUP 3 - SOUTHEAST: Harbour Inlet Dr., medians and plant	Supplier Product Code:	First Offer - \$35.00	6 / service	\$210.00	Y

	beds on SE 23 Ave and SE 17 St...Hedge Trim					
523-10884--03-42	GROUP 3 - SOUTHEAST: Fort Lauderdale Beach Park - 1100 Seabreeze Blvd...Hedge Trim	Supplier Product Code:	First Offer - \$12.00	6 / service	\$72.00	Y
523-10884--03-43	GROUP 3 - SOUTHEAST: Himmarshee Canal, swale on both sides of canal on SE 2 St between...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--03-44	GROUP 3 - SOUTHEAST: Cordova Road Seawall, swale from SE 7 St to SE 11 Ct...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--03-45	GROUP 3 - SOUTHEAST: SE 10 St Seawall, from 1785 - 1817 SE 10 St...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--03-46	GROUP 3 - SOUTHEAST: Cliff Lake, lake east side swale on SE 12 Way from SE 13 Terr to...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--03-47	GROUP 3 - SOUTHEAST: Isle of Capri/SE 17 Way, median consists of Plant bed & hedge...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-48	GROUP 3 - SOUTHEAST: Solar Plaza Dr./SE 5 St Entrance & seawall at SE 25 Ave canal north...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--03-49	GROUP 3 - SOUTHEAST: SR 84 from Andrews Ave to US-1...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-50	GROUP 3 - SOUTHEAST: SR 84 from Andrews Ave to US-1...Hedge Trim	Supplier Product Code:	First Offer - \$12.00	6 / service	\$72.00	Y
523-10884--03-51	GROUP 3 - SOUTHEAST: Pump Station A-16 1090 SE 4 Ave and 11 St...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y

523-10884--03-52	GROUP 3 - SOUTHEAST: Pump Station D-44 1650 SE 15 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-53	GROUP 3 - SOUTHEAST: Pump Station A-44 1650 SW 4th Avenue and 11 Street...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--03-54	GROUP 3 - SOUTHEAST: Pump Station D-56 2000 Miami Rd...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
Lot Total					\$39,178.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
523-10884--04-01	GROUP 4 - SOUTHWEST: Broward Blvd medians west of I-95 to NW 38 Way...Mow & Weed	Supplier Product Code:	First Offer - \$36.00	22 / service	\$792.00	Y
523-10884--04-02	GROUP 4 - SOUTHWEST: Broward Blvd medians west of I-95 to NW 38 Way...Hedge Trim	Supplier Product Code:	First Offer - \$325.00	6 / service	\$1,950.00	Y
523-10884--04-03	GROUP 4 - SOUTHWEST: Broward Blvd & I-95 On & Off Ramps, ROWs & swales on north & south...Mow & Weed	Supplier Product Code:	First Offer - \$40.00	22 / service	\$880.00	Y
523-10884--04-04	GROUP 4 - SOUTHWEST: Broward Blvd & I-95 On & Off Ramps, ROWs & swales on north & south...Hedge Trim	Supplier Product Code:	First Offer - \$60.00	6 / service	\$360.00	Y
523-10884--04-05	GROUP 4 - SOUTHWEST: Broward Blvd medians from I- 95 to Andrews Avenue...Mow & Weed	Supplier Product Code:	First Offer - \$45.00	22 / service	\$990.00	Y
523-10884--04-06	GROUP 4 - SOUTHWEST: Broward Blvd medians from I-	Supplier Product Code:	First Offer - \$105.00	6 / service	\$630.00	Y

	95 to Andrews Avenue...Hedge Trim					
523-10884--04-07	GROUP 4 - SOUTHWEST: Davie Blvd -, swales & medians from SW 4 Ave to SR 7/441 and...Mow & Weed	Supplier Product Code:	First Offer - \$310.00	22 / service	\$6,820.00	Y
523-10884--04-08	GROUP 4 - SOUTHWEST: Davie Blvd -, swales & medians from SW 4 Ave to SR 7/441 and...Hedge Trim	Supplier Product Code:	First Offer - \$95.00	6 / service	\$570.00	Y
523-10884--04-09	GROUP 4 - SOUTHWEST: Broward Blvd swales and triangles east of I-95 at on & off ramps...Mow & Weed	Supplier Product Code:	First Offer - \$69.00	22 / service	\$1,518.00	Y
523-10884--04-10	GROUP 4 - SOUTHWEST: Broward Blvd swales and triangles east of I-95 at on & off ramps...Hedge Trim	Supplier Product Code:	First Offer - \$45.00	6 / service	\$270.00	Y
523-10884--04-11	GROUP 4 - SOUTHWEST: State Road 7 & Davie Boulevard - St Rd 7 medians from Riverland...Mow & Weed	Supplier Product Code:	First Offer - \$70.00	22 / service	\$1,540.00	Y
523-10884--04-12	GROUP 4 - SOUTHWEST: State Road 7 & Davie Boulevard - St Rd 7 medians from Riverland...Hedge Trim	Supplier Product Code:	First Offer - \$21.00	6 / service	\$126.00	Y
523-10884--04-13	GROUP 4 - SOUTHWEST: State Road 84 medians, ROWs and swales from I-95 to Andrews Ave...Mow & Weed	Supplier Product Code:	First Offer - \$400.00	22 / service	\$8,800.00	Y
523-10884--04-14	GROUP 4 -	Supplier Product Code:	First Offer - \$140.00	6 / service	\$840.00	Y

	SOUTHWEST: State Road 84 medians, ROWs and swales from I-95 to Andrews Ave...Hedge Trim	Product Code:				
523-10884--04-15	GROUP 4 - SOUTHWEST: SW 4 Ave, medians from SW 8th St to - Perimeter Rd. including...Mow & Weed	Supplier Product Code:	First Offer - \$47.00	22 / service	\$1,034.00	Y
523-10884--04-16	GROUP 4 - SOUTHWEST: Davie Blvd Bridge swale, SE swale on Davie...Mow & Weed	Supplier Product Code:	First Offer - \$41.00	22 / service	\$902.00	Y
523-10884--04-17	GROUP 4 - SOUTHWEST: SW 17 Street, medians from Andrews Ave. to SW 4th Ave...Mow & Weed	Supplier Product Code:	First Offer - \$32.00	22 / service	\$704.00	Y
523-10884--04-18	GROUP 4 - SOUTHWEST: SW 17 Street, medians from Andrews Ave. to SW 4th Ave...Hedge Trim	Supplier Product Code:	First Offer - \$25.00	6 / service	\$150.00	Y
523-10884--04-19	GROUP 4 - SOUTHWEST: SW 4 Ave, medians from SW 9 St - SW 23 St...Mow & Weed	Supplier Product Code:	First Offer - \$90.00	22 / service	\$1,980.00	Y
523-10884--04-20	GROUP 4 - SOUTHWEST: Riverland Entrance, Broward & SW 24 Ave, medians, and plant-beds on...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--04-21	GROUP 4 - SOUTHWEST: Riverland Entrance, Broward & SW 24 Ave, medians, and plant-beds on...Hedge Trim	Supplier Product Code:	First Offer - \$20.00	6 / service	\$120.00	Y

523-10884--04-22	GROUP 4 - SOUTHWEST: SW 22 Ave & SW 1 St median consists of plant bed...Mow & Weed	Supplier Product Code:	First Offer - \$11.00	22 / service	\$242.00	Y
523-10884--04-23	GROUP 4 - SOUTHWEST: SW 22 Ave & SW 1 Ct, median and swale/ROW on north side up to and...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--04-24	GROUP 4 - SOUTHWEST: SW 6 St, medians from SW 27 Ave - SW 25 Terr...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--04-25	GROUP 4 - SOUTHWEST: SW 2 St, medians from SW 31 Ave - SW 30 Ave, and SW 30 Ave from SW...Mow & Weed	Supplier Product Code:	First Offer - \$18.00	22 / service	\$396.00	Y
523-10884--04-26	GROUP 4 - SOUTHWEST: SW 11 Court, medians from Andrews to FEC tracks and SW 11 Ct from...Mow & Weed	Supplier Product Code:	First Offer - \$65.00	22 / service	\$1,430.00	Y
523-10884--04-27	GROUP 4 - SOUTHWEST: West Park Drive, medians from SW 4 Ave to Park Lane and Triangle at...Mow & Weed	Supplier Product Code:	First Offer - \$42.00	22 / service	\$924.00	Y
523-10884--04-28	GROUP 4 - SOUTHWEST: SW 2 Ave medians, from State Road 84 to SW 33 St...Mow & Weed	Supplier Product Code:	First Offer - \$49.00	22 / service	\$1,078.00	Y
523-10884--04-29	GROUP 4 - SOUTHWEST: SW 15 Ave medians, SW 14 Ct. to SW 16 St. and Dead end/seawall at...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y

523-10884--04-30	GROUP 4 - SOUTHWEST: SW 36 Terrace, medians from SW 16 St to SW 17 St...Mow & Weed	Supplier Product Code:	First Offer - \$17.00	22 / service	\$374.00	Y
523-10884--04-31	GROUP 4 - SOUTHWEST: SW 36 Terrace, medians from SW 16 St to SW 17 St...Hedge Trim	Supplier Product Code:	First Offer - \$32.00	6 / service	\$192.00	Y
523-10884--04-32	GROUP 4 - SOUTHWEST: Parks Compound - 220 SW 14 Avenue...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--04-33	GROUP 4 - SOUTHWEST: Public Works Lot & 1350 W. Broward Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$35.00	22 / service	\$770.00	Y
523-10884--04-34	GROUP 4 - SOUTHWEST: Police Department Lot, including tower - 1300 W. Broward Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--04-35	GROUP 4 - SOUTHWEST: Police Parking Lot - 1300 W. Broward Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$25.00	22 / service	\$550.00	Y
523-10884--04-36	GROUP 4 - SOUTHWEST: Police Confiscation Lot (behind Police parking Lot) 1200 SW 1 St...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--04-37	GROUP 4 - SOUTHWEST: SW 14 Ave, swale on west side from SW 2 Ct to SW 4 Ct...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--04-38	GROUP 4 - SOUTHWEST:	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y

	Sunset Pedestrian access-way ROWS, Street- end at SW 38 Ave and...Mow & Weed	Code:				
523-10884--04-39	GROUP 4 - SOUTHWEST: SW 6 Ave ROW, between SW 10th St - 11th St...Mow & Weed	Supplier Product Code:	First Offer - \$20.00	22 / service	\$440.00	Y
523-10884--04-40	GROUP 4 - SOUTHWEST: Coconut Drive swale/seawall, SW 9 St. street- end at Coconut Dr...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--04-41	GROUP 4 - SOUTHWEST: Pump Station A- 10 115 SW 18 CT...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
523-10884--04-42	GROUP 4 - SOUTHWEST: Pump station A- 40 412 SW 9 St and 4 Ave (entire lot)...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--04-43	GROUP 4 - SOUTHWEST: Pump Station A- 96 425 SW 4 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$10.00	22 / service	\$220.00	Y
523-10884--04-44	GROUP 4 - SOUTHWEST: Pump Station A- 42 626 SW 3 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y
523-10884--04-45	GROUP 4 - SOUTHWEST: Pump Station A- 39 SW 26 St & SW 6 Ave...Mow & Weed	Supplier Product Code:	First Offer - \$13.00	22 / service	\$286.00	Y
523-10884--04-46	GROUP 4 - SOUTHWEST: Pump Station C-1 2301 Okeechobee Lane...Mow & Weed	Supplier Product Code:	First Offer - \$12.00	22 / service	\$264.00	Y

523-10884--04-47	GROUP 4 - SOUTHWEST: Wellsite #27 SW 51st Terrace and SW 8th Street entrance...Mow & Weed	Supplier Product Code:	First Offer - \$15.00	22 / service	\$330.00	Y
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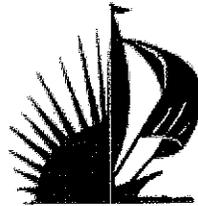
523-10884--04-48	GROUP 4 - SOUTHWEST: SW 4th Ave from Davie Blvd to State Road 84- ends of Medians...Hedge Trim	Supplier Product Code:	First Offer - \$25.00	6 / service	\$150.00	Y
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Lot Total	\$43,396.00
Supplier Total	\$163,322.00

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

523-10884

TURF GRASS MAINTENANCE



CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

ADDITIONAL SERVICE ITEMS

(You must provide a quote for each item listed below):

(See Section 1.18 Additional Items/Duties)

Failure to provide information may result in your bid being declared non-responsive.

TM = time and material

1. Price per acre for any additional service to existing locations as determined by City.
\$ 25/acre - include TM
2. Price per acre for any new location added.
\$ 35/acre - include TM
3. Price per acre for any on call (one time) service.
\$ 45/acre - include TM
4. Price per linear foot for hedge trimming added to contract.
\$.5/linear ft. - include TM
5. Price per yard for removal and dumping of storm damage and debris.
Provide TM (time & material) rate for removal of limbs or bulk trash items.
Hauling and Disposal (**receipt from certified landfill must be submitted**):
\$ 30/yard - include TM

\$ 24/yard. hauling only (City to provide dump site) include TM
6. Price per square foot for mulching of plant beds
\$.37/sq. ft. - include TM

Questionnaire

1. Have you or an authorized member of your company inspected the areas under consideration for award of contract prior to submitting this bid proposal?
 Yes No
2. Provide three references (not relatives) for which you have performed similar work. See Eligibility requirements Sec. 1.04.

Failure to provide references may result in your bid being declared non-responsive. These references may be contacted. If the City cannot locate any of these references, your bid may be declared non-responsive.

Company Name: **AREAS USA/FL. TURNPIKE**

Address:
Contact Name: **ALLEN COVAL** Telephone: **14072764216**

Company Name: **AMG MANAGEMENT**
Address: **PEMBROKE PINES OFFICE**
Contact Name: **DENA PEPET** Telephone: **19545343443**

Company Name: **OCEAN ROYAL**
Address: **JUNO BEACH**
Contact Name: **SCOTT WEINEGART** Telephone: **5617213432**

3. Number of years experience this company has been in operation providing similar services:
25Years
4. Describe the most recent project of this nature you have completed.
Bergeron Land Development/Griggin Street Widening Project/Value \$640K. Completed 2009 (Under Amerilawn & Landscaping-Same Mgmt NextEra
5. Please indicate the number of employees available to perform the requirements of this contract:
8 Workers and **2**Supervisors
6. Have you ever failed to complete work awarded to you? If so, where and why?
NO
7. How soon after award can you begin work? **7**Days
8. List any licenses, permits or certifications, etc., you hold for performing this type of work:
BROWARD CTY 324 9539
PBC CTY 201010706
9. Do you have Workman's Compensation Insurance?
 Yes No
10. Do you have the required liability insurances and will you furnish an original certificate with the City named as additionally insured prior to the commencement of any contract work?
 Yes No
11. A general listing of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract must be provided. Include make, model and year of manufacture.
Have you included a list of currently owned and operated equipment?
 Yes No

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package

- properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

-

none

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:

(Authorized signature)

(date)

Name (printed)

David Beretsky

Title:

Owner

Company: (Legal Registration)

NextEra Landscaping, LLC

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **2777 S. Congress Ave**

City

Palm Springs

State:

FL

Zip

33461

Telephone
No.

5617929632

FAX
No.

5617929633

Email:

dberetsky@nexteralandscaping.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **7**

Payment Terms (section 1.04): **net 30** Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

10406 Turf Grass Main Tab

Addendum No.

Date Issued

NOV 10 2011 @ 3:02 pm

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK**

