

**AGREEMENT FOR
TURF GRASS MAINTENANCE, PARKING/FIRE/UTILITY PLANTS**

THIS AGREEMENT, made this 22nd day of October 2014, is 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 C & M Landscaping, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 1548 NW 12 Terrace, Fort Lauderdale, Florida 33311, Phone: 954-471-8205, Email: candmlandscapinginc@gmail.com.

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 (Form P-0001):

- (1) Invitation to Bid No. 542-11420, Turf Grass Maintenance, Parking/Fire/Utility Plants, 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 July 20, 2014, ("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 (Form P-0001) dated October 22nd, 2014, 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 October 5, 2014, and shall end on October 4, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, 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. 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 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 Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

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 North 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 Section 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.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

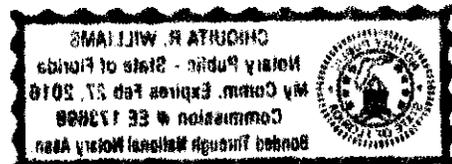
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), 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 (2014), 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 or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost



provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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:

C & M Landscaping, Inc.

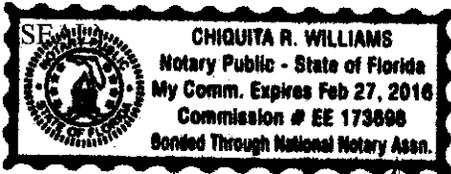
Print Name: _____
Title: _____

By: [Signature]
Clinton L. Whaley
President

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 13th day of October, 2014, by Clinton L. Whaley as president for C & M Landscaping, Inc.



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

CHIQUITA R. WILLIAMS
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

Solicitation 542-11420

Turf Grass Maintenance, Parking/Fire/Utility Plants

Bid designation: Public

**ORIGINAL
BID**



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 542-11420 Turf Grass Maintenance, Parking/Fire/Utility Plants

Bid Number **542-11420**
 Bid Title **Turf Grass Maintenance, Parking/Fire/Utility Plants**

Bid Start Date **Jun 26, 2014 3:26:24 PM EDT**
 Bid End Date **Jul 22, 2014 2:00:00 PM EDT**
 Question & Answer
 End Date **Jul 16, 2014 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**
 Pre-Bid Conference **Jul 14, 2014 8:00:00 AM EDT**
Attendance is optional
Location: Parks and Recreation Administration Bldg.
1350 W. Broward Blvd.
Fort Lauderdale, FL 33312

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide Turf Grass Maintenance Services in the locations identified for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**
YOU MUST BID ON ALL LOCATIONS WITHIN A GROUP TO BE CONSIDERED FOR AWARD.
*******PRICES SHALL BE QUOTED PER SERVICE*******
Bidder shall submit pricing for Mow & Weed Service and/or Hedge Trim Service and/or Litter Removal Service (refer to Part II - Technical Specifications/Scope of Services)
Service frequency to be determined by City. Mow & Weed is approx. 26 services per year with a minimum of 15 services guaranteed. Hedge trim is 6 services per year.
Bidders who wish to attend the pre-bid site visit are to notify Procurement Specialist AnnDebra Diaz via email at adiaz@fortlauderdale.gov, no later than Wednesday, July 9, 2014.
Added on Jul 15, 2014:
Changes have been made to a number of line items. Refer to document titled, "11420-Addendum No. 1".

Addendum # 1

New Documents **10536- Bid Tab by Group.pdf**

Item Response Form

Item **542-11420--01-01 - GROUP 1 - ROWS & SWALES: ROW swale on Seabreeze, Castillo to Sebastian, east side...Mow & Weed**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 26

Description

ROW swale on Seabreeze, Castillo to Sebastian, east side - Mow & Weed Approx Acreage: .70

Item **542-11420--01-02 - GROUP 1 - ROWS & SWALES: Galt Ocean Mile, Galt Ocean Drive swale on west side...Mow & Weed**

Lot Description **GROUP 1 - ROWS & SWALES**

Quantity **26 service**

Unit Price 150.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 26

Description

Galt Ocean Mile, Galt Ocean Drive swale on west side, NE 41st to Oakland and A1A, and est side of A1A from Oakland up to Galt sign - Mow and Weed Approx Acreage: 4.28

Item **542-11420--01-03 - GROUP 1 - ROWS & SWALES: ~~REMOVED - duplicate of Line 2~~**

Lot Description **GROUP 1 - ROWS & SWALES**

Quantity **1 na**

Unit Price

Delivery Location **City of Fort Lauderdale**
~~No Location Specified~~
Qty 1

Description

Galt Ocean Mile, Galt Ocean Drive swale on west side, NE 41st to Oakland and A1A, and est side of A1A from Oakland up to Galt sign - Mow & Weed, Approx Acreage: 4.28

Item **542-11420--01-04 - GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Mow & Weed**

Lot Description **GROUP 1 - ROWS & SWALES**

Quantity **26 service**

Unit Price 36.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 26

Description

Building Services Center, 700 NW 19th Ave - Mow & Weed Approx Acreage: 0.5

Item **542-11420--01-05 - GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Hedge Service**

Lot Description **GROUP 1 - ROWS & SWALES**

Quantity **6 service**

Unit Price 100.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 6

Description

Building Services Center, 700 NW 19th Ave - Hedge Service Approx Linear Feet: 1000

Item **542-11420--01-06 - GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Litter Removal Service**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **26 service**
 Unit Price 25.00
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description

Building Services Center, 700 NW 19th Ave. from parking lot and areas inside and outside of perimeter fence must be performed on non-mow/trim weeks - Litter removal service only

Item **542-11420--01-07 - GROUP 1 - ROWS & SWALES: SW 1st Ave & SW 16th St. median and swale...Mow and Weed**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **26 service**
 Unit Price 10.00
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description

SW 1st Ave & SW 16th St. median and swale on east side of railroad track (@ Antique Car Museum)- Mow & Weed Approx Acreage: .30

Item **542-11420--01-08 - GROUP 1 - ROWS & SWALES: NE 3rd Ave from NE 16th St up to NE 17th Ct and NE 3rd Ave...Mow and Weed**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **26 service**
 Unit Price 20.00
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description

NE 3rd Ave from NE 16th St up to NE 17th Ct and NE 3rd Ave, Intersection only on east side of road (along fence line)- Mow & Weed Approx Acreage: 0.5

Item **542-11420--01-09 - GROUP 1 - ROWS & SWALES: Riomar St. from Birch Rd to N. Atlantic Blvd...Hedge Service**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **6 service**
 Unit Price 25.00
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301

Qty 6

Description

Riomar St. from Birch Rd to N. Atlantic Blvd - Hedge Service Only Approx Linear Feet: 400

Item **542-11420--01-10 - GROUP 1 - ROWS & SWALES: Bayview Dr and Commercial Blvd. south of Commercial...Hedge Service**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Bayview Dr and Oakland Park Blvd. North of Oakland - first two beds - Hedge Service only Approx Linear Feet: 40

Item **542-11420--01-11 - GROUP 1 - ROWS & SWALES: Bayview Dr & Oakland Park Blvd, north of Oakland...Hedge Service**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Bayview Dr & Oakland Park Blvd, north of Oakland - first two beds - Hedge Service only Approx Linear Feet: 40

Item **542-11420--01-12 - GROUP 1 - ROWS & SWALES: Las Olas Blvd from Seabreeze to Las Olas Circle...Mow and Weed**
 Lot Description **GROUP 1 - ROWS & SWALES**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Las Olas Blvd from Seabreeze to Las Olas Circle only on south side - Mow & Weed Approx Acreage: .48

Item **542-11420--02-01 - GROUP 2 - UTILITY PLANTS: G.T. Lohmeyer, 1765 SE 18th St....Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

G.T. Lohmeyer, 1765 SE 18th St - Mow & Weed Approx Acreage: 2.0

Added on Jul 15, 2014:

G.T. Lohmeyer, 1765 SE 18th Street, must include swales on north side and east side of building and everything on inside of compound - Mow & Weed Approx Acreage: 5.0

Item **542-11420--02-02 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street, Inside fence lot...Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Trash Transfer Plan A, 2100 NW 6th Street, inside fence lot - Mow & Weed Approx Acreage: 1.0

Item **542-11420--02-03 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street...Hedge Service**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Trash Transfer Plan A, 2100 NW 6th Street - Hedge Service Approx Linear Feet: 100

Item **542-11420--02-04 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plant A, 2100 Nw 6th St (all swale areas...Mow and Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Trash Transfer Plan A, 2100 NW 6th Street (all swale areas around perimeter fence)- Mow and Weed Approx Acreage: 1.0

Added on Jul 15, 2014:

Acreage is changed to 4.0 acres.

Item **542-11420--02-05 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plant A, 2100 NW 6th St...Litter Removal**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Trash Transfer Plan A, 2100 NW 6th Street, north, south and east swales outside fence (performed on non-mow/trim weeks - up to 26 services/year)- Litter Removal Service only, Mondays

Item **542-11420--02-06 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Fiveash Water Plant & Administration Buildings, 4321 NW 9th Ave (excluding Fiveash Bed) - Mow and Weed Approx Acreage: 2.0
 Added on Jul 15, 2014:

Approx acreage is changed to 3.5 acres. "(excluding Fiveash Bed)" is removed from the description.

Item **542-11420--02-07 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant - Radio Tower Pen...Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Fiveash Water Plant - Radio Tower Pen, Mow & Weed. Approx Acreage: .05
 Added on Jul 15, 2014:

Approx acreage is changed to 1.25 acres.

Item **542-11420--02-08 - GROUP 2 - UTILITY PLANTS: Central Maintenance Yard...Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Central Maintenance Yard, 4250 NW 10th Ave - Mow & Weed Approx Acreage: 1.0
 Added on Jul 15, 2014:

Approx acreage is changed to 1.5 acres and includes inside of fenced area.

Item **542-11420--02-09 - GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Mow & Weed**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301
Qty 26

Description

Peele Dixie Water Plant, 1500 S. State Road 7 - Mow & Weed Approx Acreage: 2.0
Added on Jul 15, 2014:
Approx acreage is changes to 5.0 acres.

Item **542-11420--02-10 - GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Hedge Service**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Peele Dixie Water Plant, 1500 S. State Road 7 - Hedge Service Approx Linear Feet: 1000

Item **542-11420--02-11 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Hedge Service**
 Lot Description **GROUP 2 - UTILITY PLANTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Fiveash Water Plant & Administration Buildings, 4321 NW 9th Ave (including Fiveash bed) - Hedge service Approx Linear Feet: 3600

Item **542-11420--03-01 - GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

FS No. 47, 1000 SW 27 Ave - Mow & Weed Approx Acreage: 1.0

Item **542-11420--03-02 - GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

FS No. 47, 1000 SW 27 Ave - Hedge Service Approx Linear Feet: 150

Item **542-11420--03-03 - GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

FS No. 3, 2801 SW 4th Ave...Mow & Weed Approx Acreage: 1.0

Item **542-11420--03-04 - GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

FS No. 3, 2801 SW 4th Ave - Hedge Service Approx Linear Feet: 500

Item **542-11420--03-05 - GROUP 3 - FIRE STATIONS: FS No. 8, 1022 W. Las Olas Blvd...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

FS No. 8, 1022 W. Las Olas Blvd...Mow & Weed Approx Acreage: 1.0

Item **542-11420--03-06 - GROUP 3 - FIRE STATIONS: FS No. 8, 1022 W. Las Olas Blvd...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

FS No. 8, 1022 W. Las Olas Blvd - Hedge Service Approx Linear Feet: 200

Item **542-11420--03-07 - GROUP 3 - FIRE STATIONS: FS No. 49, 1015 Seabreeze...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 49, 1015 Seabreeze...Mow & Weed, Approx Acreage: .06

Item **542-11420--03-08 - GROUP 3 - FIRE STATIONS: FS No. 49, 1015 Seabreeze...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 49, 1015 Seabreeze - Hedge Service Approx Linear Feet: 300

Item **542-11420--03-09 - GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 13, 2871 E. Sunrise Blvd - Mow & Weed Approx Acreage: 1.0

Item **542-11420--03-10 - GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 13, 2871 E. Sunrise Blvd - Hedge Service Approx Linear Feet: 100

Item **542-11420--03-11 - GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 29, 2002 NE 16th St & Fire Prevention Station, 2000 NE 16th St. - Mow & Weed Approx Acreage: .90
 Added on Jul 15, 2014:
 Approx acreage is changed to 2.5 acres.

Item **542-11420--03-12 - GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 29, 2002 NE 16th St & Fire Prevention Station, 2000 NE 16th St. - Hedge Service Approx Linear Feet: 600

Item **542-11420--03-13 - GROUP 3 - FIRE STATIONS: FS No. 54, 3200 NE 32nd St (Oakland Park Blvd)...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 54, 3200 NE 32nd St (Oakland Park Blvd)...Mow & Weed Approx Acreage: .50

Item **542-11420--03-14 - GROUP 3 - FIRE STATIONS: FS No. 54, 3200 NE 32nd St (Oakland Park Blvd)...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 54, 3200 NE 32nd St (Oakland Park Blvd) - Hedge Service Approx Linear Feet: 80

Item **542-11420--03-15 - GROUP 3 - FIRE STATIONS: FS No. 35, 1969 E. Commercial Blvd...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**

Unit Price 28.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 35, 1841 E. Commercial Blvd...Mow & Weed Approx Acreage: .50
 Added on Jul 15, 2014:
 Approx acreage is changed to 0.25 acres. Correct address is 1969 E. Commercial Blvd.

Item **542-11420--03-16 - GROUP 3 - FIRE STATIONS: FS No. 35, 1969 E. Commercial Blvd...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **6 service**

Unit Price 10.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 35, 1841 E. Commercial Blvd - Hedge Service Approx Linear Feet: 200
 Added on Jul 15, 2014:
 Approx Linear Feet is changed to 500 LF. Correct address is 1969 E. Commercial Blvd.

Item **542-11420--03-17 - GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61...Mow & Weed**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**

Unit Price 75.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61st St from NW 21st Ave to NW 23rd Ave (road that runs in front of Fire Station 53) - Mow & Weed Approx Acreage: 2.2

Item **542-11420--03-18 - GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **6 service**

Unit Price 75.00

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61st St from NW 21st Ave to NW 23rd Ave (road that runs in front of Fire Station 53) - Hedge Service Approx Linear Feet: 500

Item **542-11420--03-19 - GROUP 3 - FIRE STATIONS: FS No. 88, 6300 NW 21 Ave...Mow & Weed**

Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description
 FS No. 88, 6300 NW 21 Ave - Mow & Weed Approx Acreage: .90

Item **542-11420--03-20 - GROUP 3 - FIRE STATIONS: FS No. 46, 1121 NW 9th Ave...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description
 FS No. 46, 1121 NW 9th Ave - Mow & Weed Approx Acreage: .80

Item **542-11420--03-21 - GROUP 3 - FIRE STATIONS: FS No. 46, 1121 NW 9th Ave...Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 6

Description
 FS No. 46, 1121 NW 9th Ave - Hedge Service Approx Linear Feet: 50

Item **542-11420--03-22 - GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street...Mow & Weed**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 26

Description
 FS No. 46, 1515 NW 19th Street...Mow & Weed, Approx Acreage: 1

Item **542-11420--03-23 - GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street... Hedge Service**
 Lot Description **GROUP 3 - FIRE STATIONS**
 Quantity **6 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 6

Description
FS No. 46, 1515 NW 19th Street... Hedge Service, Approx Linear Feet: 1425

Item **542-11420--03-24 - GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Mow & Weed**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 26

Description
FS No. 2, 528 NW 2nd St - Mow & Weed Approx Acreage: 1.0

Item **542-11420--03-25 - GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **6 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 6

Description
FS No. 2, 528 NW 2nd St - Hedge Service Approx Linear Feet: 300

Item **542-11420--03-26 - GROUP 3 - FIRE STATIONS: FS No. 53, 2200 Executive Airport Way, off NW 21st Terrace...Mow & Weed**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 26

Description
FS No. 53, 2200 Executive Airport Way, off NW 21st Terrace & Commercial Blvd (old fire station) - Mow & Weed Approx Acreage: 1.8

Item **542-11420--03-27 - GROUP 3 - FIRE STATIONS: FS No. 53, 2200 Executive Airport Way, off NW 21st Terrace..Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **6 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301

Qty 6

Description

FS No. 53, 2200 Executive Airport Way, off NW 21st Terrace & Commercial Blvd (old fire station)- Hedge Service Approx Linear Feet: 20

Item **542-11420--04-01 - GROUP 4 - PARKING LOTS: 1100 Sistrunk Blvd...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

1100 Sistrunk Blvd, beside 1120 building - Mow & Weed Approx Acreage: .50

Item **542-11420--04-02 - GROUP 4 - PARKING LOTS: Brickell parking lot at SW 1st Ave & Broward Blvd...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Brickell parking lot at SW 1st Ave & Broward Blvd - Hedge Service Approx Linear Feet: 800

Item **542-11420--04-03 - GROUP 4 - PARKING LOTS: Swale and ROWS on SW 13th St from SW 1st Ave to S.Andrews Ave...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Swale and ROWS on SW 13th St from SW 1st Ave to S.Andrews Ave - Mow & Weed Approx Acreage: .25

Item **542-11420--04-04 - GROUP 4 - PARKING LOTS: Swale and ROWS on SW 14th St from SW 1st Ave to S. Andrews Ave and...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Swale and ROWS on SW 14th St from SW 1st Ave to S. Andrews Ave and on SW 1st Ave from SW 13th St to SW 14th St - Mow & Weed

Approx Acreage: .25

Item **542-11420--04-05 - GROUP 4 - PARKING LOTS: SW 15th St & S.Andrews, both sides of FEC tracks...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

SW 15th St & S.Andrews, both sides of FEC tracks, SW 1st Ave & Flagler - Mow & Weed Approx Acreage: .50

Item **542-11420--04-06 - GROUP 4 - PARKING LOTS: SW 16th St & Andrews to FEC tracks, medians & swales...Mow and Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

SW 16th St & S. Andrews, Andrews to FEC tracks, medians & swales at meters on north and south sides - Mow & Weed Approx Acreage: .50

Item **542-11420--04-07 - GROUP 4 - PARKING LOTS: Riomar from Birch to A1A...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Riomar from Birch to A1A - Hedge Service Approx Linear Feet: 550

Item **542-11420--04-08 - GROUP 4 - PARKING LOTS: SW 18th St, Andrews to SW 1st Ave...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

SW 18th St, Andrews to SW 1st Ave - Mow & Weed Approx Acreage: .25

Item **542-11420--04-09 - GROUP 4 - PARKING LOTS: Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th Ave to just east of SE 9th Ave. All on south side of SE 2nd Ct. - Mow & Weed Approx Acreage: .40

Item **542-11420--04-10 - GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 SE 13th Ave & SE 2nd Ct. lot - Mow & Weed Approx Acreage: .25

Item **542-11420--04-11 - GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 SE 13th Ave & SE 2nd Ct. lot - Hedge Service Approx Linear Feet: 200

Item **542-11420--04-12 - GROUP 4 - PARKING LOTS: SE 15th Ave & SE 2nd Ct. lot...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 SE 15th Ave & SE 2nd Ct. lot - Hedge Service Approx Linear Feet: 200

Item **542-11420--04-13 - GROUP 4 - PARKING LOTS: Birch Las Olas Circle, east & west sides SE 4th St & A1A along...Mow & Weed**

Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Birch Las Olas Circle, east & west sides SE 4th St & A1A along seawall - Mow & Weed Approx Acreage: 2.0

Item **542-11420--04-14 - GROUP 4 - PARKING LOTS: Birch Las Olas parking lot & marina, SE 4th St & E.Las Olas...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Birch Las Olas parking lot & marina, SE 4th St & E.Las Olas (S. Birch Rd.) - Mow & Weed Approx Acreage: 1.0
 Added on Jul 15, 2014:
 Approx acreage is changed to 3 acres.

Item **542-11420--04-15 - GROUP 4 - PARKING LOTS: Birch Las Olas parking lot & marina, SE 4th St & E.Las Olas...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Birch Las Olas parking lot & marina, SE 4th St & E.Las Olas (S. Birch Rd) - Hedge Service Approx Linear Feet: 400
 Added on Jul 15, 2014:
 Approx Linear Feet is changed to 1800 LF.

Item **542-11420--04-16 - GROUP 4 - PARKING LOTS: Oceanside parking lot, A1A & E. Las Olas Blvd...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Oceanside parking lot, A1A & E. Las Olas Blvd - Mow & Weed Approx Acreage: 1.0

Item **542-11420--04-17 - GROUP 4 - PARKING LOTS: Oceanside parking lot, A1A & E. Las Olas Blvd - Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Oceanside parking lot, A1A & E. Las Olas Blvd - Hedge Service Approx Linear Feet: 900

Item **542-11420--04-18 - GROUP 4 - PARKING LOTS: Beach Community Center, 3351 NE 33rd Ave...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Beach Community Center, 3351 NE 33rd Ave - Mow & Weed Approx Acreage: 1.5

Item **542-11420--04-19 - GROUP 4 - PARKING LOTS: Beach Community Center, 3351 NE 33rd Ave - Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Beach Community Center, 3351 NE 33rd Ave - Hedge Service Approx Linear Feet: 400

Item **542-11420--04-20 - GROUP 4 - PARKING LOTS: NE 32nd St & NE 32 Ave from A1A to NE 32nd Ave...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

NE 32nd St & NE 32 Ave from A1A to NE 32nd Ave - Mow & Weed Approx Acreage: .25

Added on Jul 15, 2014:

Added to description, "Service is temporarily suspended until further notice". Bidder shall still provide a price for when service is to be reinstated.

Item **542-11420--04-21 - GROUP 4 - PARKING LOTS: NE 32nd St & NE 32 Ave from A1A to NE 32nd Ave...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 NE 32nd St & NE 32 Ave from A1A to NE 32nd Ave - Hedge Service Approx Linear Feet: 150
Added on Jul 15, 2014:
 Added to description, "Service is temporarily suspended until further notice". Bidder shall still provide a price for when service is to be reinstated.

Item **542-11420--04-22 - GROUP 4 - PARKING LOTS: NE 33rd St & NE 32 Ave from A1A to NE 32 Ave...Mow & Weed**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **26 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description
 NE 33rd St & NE 32 Ave from A1A to NE 32 Ave - Mow & Weed Approx Acreage: .25
Added on Jul 15, 2014:
 Added to description, "Service is temporarily suspended until further notice". Bidder shall still provide a price for when service is to be reinstated.

Item **542-11420--04-23 - GROUP 4 - PARKING LOTS: NE 33rd St & NE 32 Ave from A1A to NE 32 Ave...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description
 NE 33rd St & NE 32 Ave from A1A to NE 32 Ave - Hedge Service Approx Linear Feet: 100
Added on Jul 15, 2014:
 Added to description, "Service is temporarily suspended until further notice". Bidder shall still provide a price for when service is to be reinstated.

Item **542-11420--04-24 - GROUP 4 - PARKING LOTS: Commercial Blvd. from US1 to Intracoastal...Hedge Service**
 Lot Description **GROUP 4 - PARKING LOTS**
 Quantity **6 service**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301
Qty 6

Description

Commercial Blvd. from US1 to Intracoastal, Hedge Service (trim planter beds 6 x year) -Approx Linear Feet: 1000

Item **542-11420--04-25 - GROUP 4 - PARKING LOTS: Oakland Park Blvd from US1 to Intracoastal...Hedge Service**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **6 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Oakland Park Blvd from US1 to Intracoastal, Hedge Service (trim planter beds 6 x year) - Approx Linear Feet: 1000

Item **542-11420--04-26 - GROUP 4 - PARKING LOTS: Oakland Park Blvd at Bridgeside Square Parking Lot at NE 33rd Ave...Mow & Weed**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 26

Description

Oakland Park Blvd at Bridgeside Square Parking Lot at NE 33rd Ave & NE 30th Ct swale along the sidewalk area of NE 33rd Ave - Mow & Weed Approx Acreage: 1.5

Item **542-11420--04-27 - GROUP 4 - PARKING LOTS: Egg and You...Hedge Service**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **6 service**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 6

Description

Egg and You, Hedge Service, Approx Linear Feet: 430

Additional Service Items

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

(See Part I, Item 21- ADDITIONAL SERVICES)

TM = time and material

1. Price per acre for any additional service to existing locations as determined by City.

\$ /acre - include TM

2. Price per acre for any new location added.

\$ /acre - include TM

3. Price per acre for any on call (one time) service.

\$ /acre - include TM

4. Price per linear foot for hedge trimming added to contract.

\$ /linear foot - 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):

\$ /yd. Include TM

\$ /yd. hauling only (City to provide dump site) include TM

6. Price per square foot for mulching of plant beds

\$ /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, Part I, Item 05.

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: City of Ft. Laud.

Address: xixl

Contact Name: Manic Army Telephone: 954 828 5869

Company Name: Ft. Laud. Housing Authority

Address: xixl

Contact Name: Kory Ann Chen Telephone: 954 526-6444 ext 101

Company Name: Broward County Code

Address: xixl

Contact Name: Venice Cook Telephone: 954 765-4400 ext - 9842

- 3. Number of years experience this company has been in operation providing similar services:
15 Years

- 4. Describe the most recent project of this nature you have completed.

Turf grass contractor for the NE section of Ft. Laud.

- 5. Please indicate the number of employees available to perform the requirements of this contract:
4 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:

Best Management Practices - Broward County Tree Trimmer class B

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

John Deere (Rider) TC 425 a p 01159 (60" rider)

John Deere (Rider) H 411 WF 63376 (60" rider)

ExmolC (Rider) Ex 277 06352 (60" rider)

Stihl weedeater (5)

Echo Edge (2)

Red max blower (4)

Stihl Hedge Trimmers (2)

2006 Izuza Dump Truck and trailer

1996 Chevy Dump Truck and trailer

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

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 Services Division, 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: [Signature] (Authorized signature)

[7/20/14] (date)

Name (printed) [Clinton Whalen] Title: [President]

Company: (Legal Registration) [C.M. Landscaping Inc]

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: [1548 NW 12th Tr]

City: [Pt. Lauderdale] State: [FL] Zip: [33311]

Telephone No. [954 471-8205] FAX No. [] Email: [candm@landscapinginc.com]

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

Payment Terms (section 1.04): [net 15 days] Total Bid Discount (section 1.05): [190]

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

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

Addendum No.	Date Issued
# 1	7/15/14

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services? YES [X] 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 THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 542-11420
Turf Grass Maintenance, Parking/Fire/Utility Plants

ISSUED July 15, 2014

This addendum is being issued to make the following changes:

1. Group 1, Line Item 3: This line is a duplicate of Line Item 2 and is now deleted.
2. Group 2, Line Item 1: acreage is changed to 5 acres. Description is change to: G.T. Lohmeyer, 1765 SE 18th St, must include swales on North side and East side of building and everything on inside of compound – Mow & Weed Approx Acreage: 5.0
3. Group 2, Line Item 4: acreage is changed to 4.0 acres.
4. Group 2, Line Item 6: acreage is changed to 3.5 acres. "excluding Fiveash bed" is being removed.
5. Group 2, Line Item 7: acreage is changed to 1.25 acres.
6. Group 2, Line Item 8: acreage is changed to 1.5 acres and includes inside fence area.
7. Group 2, Line Item 9: acreage is changed to 5 acres.
8. Group 3, Line Item 11: acreage is changed to 2.5 acres.
9. Group 3, Line Item 15: acreage is changed to .025 acres. Correct address is 1969 E. Commercial Blvd.
10. Group 3, Line Item 16: linear feet is changed to 500 LF. Correct address is 1969 E. Commercial Blvd.
11. Group 4, Line Item 14: acreage is changed to 3 acres.
12. Group 4, Line Item 15: linear feet is changed to 1800 LF.
13. Group 4, Line Item 20: added: "Service is temporarily suspended until further notice".
14. Group 4, Line Item 21: added: "Service is temporarily suspended until further notice".



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

15. Group 4, Line item 22: added: "Service is temporarily suspended until further notice".
16. Group 4, Line Item 23: added: "Service is temporarily suspended until further notice".
17. Group 2, A line is being added for Hedge service at Fiveash Water Plant & Administration Buildings, 4321 NW 9th Ave (including Fiveash Bed) – Approx Linear Feet: 3600

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Division

Company Name: CEN LANDSCAPING INC
(please print)

Bidder's Signature: [Handwritten Signature]

Date: 7/20/14