

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

**Period Covered:**  
5/2/11 – 5/1/12

**Contract No.:**  
612-10669-1

**Master Blanket:**  
N/A

**Awarded Vendor:**

C&M Landscaping, Inc.  
1548 NW 12 Terrace  
Fort Lauderdale, FL 33311

Delivery: 5 days  
Payment Terms: Net 30  
MBE  WBE

Attn: Clinton Whaley  
954-471-8205  
Fax 954-728-8368  
Email: [clintonwhaley@bellsouth.net](mailto:clintonwhaley@bellsouth.net)

Insurance Coverage Required: Yes  No   
Authorized for Purchases: Under \$25,000  Over   
City Commission Approval: 4/5/11 Pur-07 CAR 11-0441  
Extension Options: Yes  No  Years: 3, 1 year extensions

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REVISED 4/26/11

**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES**

Group I – Railroad Right-of-Ways	\$ 1,400.00 / month
Group II – Palm Aire Canal	\$ 688.00 / quarter
Group III – Right-of-Ways	\$ 192.00 / month
Group IV – Vacant Lot Mowing/Cleaning	\$ 44.00 / month
Group V – Time & Material, unskilled labor rate	\$ 12.00 / hour
Time & Material, skilled labor rate	\$ 18.00 / hour
Time & Material, Tractor/Bush Hog Mower	\$ 39.00 / hour
Time & Material, Power Mower Rate	\$ 37.00 / hour
Time & Material, Gas Line Trimmer Rate	\$ 20.00 / hour
Time & Material, Gas Blower Rate	\$ 20.00 / hour
Time & Material, Gas Chain Saw Rate	\$ 20.00 / hour
Time & Material, Skid Loader w/trailer Rate	\$ 95.00 / hour
Time & Material, Dump Truck	\$ 97.00 / hour
Allowance for Reimb of contractor disposal costs	\$ 5,000.00 / lot

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Department Contract Co-Ordinator: Tom Terrell, Public Works, (954) 828-5215

Procurement Specialist: Rick Andrews, CPPB, CPPO

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THIS AGREEMENT, made and entered into this 19 day of APR., 2011, 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 are 1548 NW 12 Terrace, Fort Lauderdale, FL 33311, Phone 954-471-8205, Fax: 954-728-8368, Email: clintonwhaley@bellsouth.net

WHEREAS, the City issued Invitation to Bid Number 612-10669 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 5, 2011, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-07, CAR No. 11-0441),

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:

1. The Contractor agrees to provide to the City turf grass maintenance and trash collection services in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning May 2, 2011 and ending May 1, 2012.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;  
Second, any and all addenda to the City's ITB in reverse chronological order;  
Third, the ITB;  
Fourth, the Contractor's response to any addendum requiring a response;  
Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

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

CITY OF FORT LAUDERDALE

By: [Signature]  
Director of Procurement Services

ATTEST

CONTRACTOR

By: \_\_\_\_\_

By: [Signature]

Print Name: \_\_\_\_\_

Print Name: Clinton Whaley

Title: President

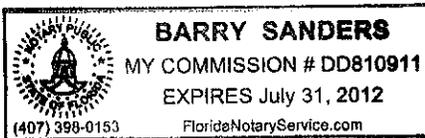
(If not president of corporation please attach proof of authorization to sign)

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of April, 2011, by Clinton Whaley as (title): President for C & M Landscaping, Inc., a Florida corporation.

(SEAL)



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

Barry Sanders  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_