CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	Contract No.:	Master Blanket:
10/1/11 – 5/1/12	612-10669-2	N/A

Awarded Vendor:

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

Delivery: 5 days
Payment Terms: Net 30
MBE X WBE _

Attn: Clinton Whaley
954-471-8205
Fax 954-728-8368
Email: clintonwhaley@bellsouth.net

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

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TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES

Group II – Palm Aire Canal $ 688.00 / quarter

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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 2nd day of MAY, 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 612-10669-2 ("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, Group II 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 October 1, 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.

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

CITY OF FORT LAUDERDALE

By: _____
Director of Procurement Services

ATTEST

By: _____

Print Name: _____

(CORPORATE SEAL)

CONTRACTOR

By: _____

Print Name: Clinton Whaley

Title: President

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

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2011, by CLINTON LAMAR WHALEY as (title): PRESIDENT for C & M Landscaping, Inc., a Florida corporation.

(SEAL) ELYSE LEE CAPOBIANCO
MY COMMISSION # DD 864398
EXPIRES: March 28, 2013
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known ____ OR Produced Identification ✓
Type of Identification Produced FL DL # W 400-112-75-284-0