



**ORIGINAL
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Contract No.: 442-9085

Agreement to Supply: TURF GRASS MAINTENANCE - WELL FIELDS (ANNUAL CONTRACT)

This agreement, made and entered into this the _____ day of _____, 2005, by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of **CONTRACTOR**: **SONNY'S TOTAL LANDSCAPING, INC.**

Address: **18782 SW 105 PLACE** City: **MIAMI** State: **FL** Zip: **33157-6796**

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor" Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) or Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of **ONE (1) YEAR** and the Contractor submitted a proposal/bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **DECEMBER 7, 2004 PUR-7**

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning **12/7/2004** and ending **12/6/2005** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Legal Advertisement, Invitation to Bid/Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and/or any other attachments forming a part of ITB/RFP Number **442-9085** and the Contractor's bid in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's ITB/RFP and all addenda thereto
- 3) Contractor's bid/proposal in response to the City's ITB/RFP

c. **Warranty**: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation**: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt**: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

Copy of vendor proposal, addendum #1 dated 8/5/2004 and a blank copy of the bid specifications.

b. Payment Terms:

1%, net 11

c. Delivery:

11 days

d. Insurance:

Yes

No

e. Performance Bond/Letter of Credit:

Yes

No

f. Procurement Specialist's Initials:

DN

4. **Contractor's Phone Numbers:**

Office: 305-448-4655

Mobile:

5. **Contractor's Fax Number:**

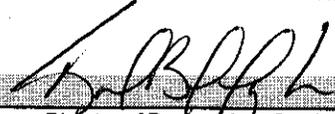
305-969-5109

6. **Contractor's E-Mail Address:**

Website:

City of Fort Lauderdale

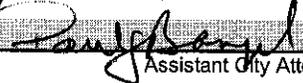
By:


Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date:

3/04/05


Assistant City Attorney (Approved as to Form)

Date:

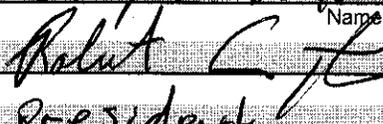
2/16/15

Contractor/Vendor

Sony's Total Landscaping Inc.

Name of Company Officer (please type or print)

By:


Authorized Officer's Signature

Title:

President

Date:

2-28-05

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TITLE: TURF GRASS MAINTENANCE - WELL FIELDS (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: David E. Nash, CPO

CONTACT FOR TECHNICAL QUESTIONS: Gina Rivera
Bidder Must Complete the Following:

CONTRACT COPY

DEPT: Parks

PHONE: (954) 828-5786

| | |
|---|---|
| Vendor Name <i>SONNY'S TOTAL LANDSCAPING</i> | Total Bid Discount (section 1.04) |
| Number & Street: <i>18782 SW 105 PL</i> | Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____ |
| City, State, Zip (+4) <i>MIAMI FL 33157</i> (See General Conditions Section 1.01) | |
| If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records | State or reference any variances (section 1.06) ORIGINAL BID |
| Area Code and Telephone No. <i>(954) 448-4655</i> (800) _____ | Web site address: http://www/ |
| FAX <i>(305) 969-5109</i> | NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07) |
| e-mail: _____ | |
| Delivery: Calendar days after receipt of Purchase Order: (section 1.02) <i>11</i> days | Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____ |
| Payment Terms: (section 1.03) <i>.01</i> %, net <i>11</i> | |
| How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit by facsimile. Facsimile bids will not be accepted. | |
| Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope: BID/RFP No. 442-9085 Title: Turf Grass Maint. - Well Fields (Annual Contract) Opens: 8/12/04 2:00 PM | |
| Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. | |
| <i>Robert C. [Signature]</i> Signature of Authorized Representative | <i>President</i> Title (Typed or Printed) |
| <i>Robert [Name]</i> Name of Authorized Representative (typed or printed) | <i>8-12-04</i> Date |

5791

BIDDER PROPOSAL PAGE:

BIDDER NAME: SONNY'S TOTAL LANDSCAPING INC.

Bidder agrees to supply the products or services at the rates listed below in full accordance with the terms, conditions, and specifications contained in this ITB.

Well Field Mowing Sites

| <u>Areas</u> | <u>Location</u> | <u>Price per Service</u> |
|--|---------------------------------|------------------------------|
| 1. | Old Plant E/Executive Airport | \$ <u>75</u> |
| 2. | GTL Deep Well Injection Site | \$ <u>250</u> |
| 3. | South Peele-Dixie Well Fields | \$ <u>750</u> |
| 4. | Fiveash Well Field | \$ <u>1400</u> |
| 5. | 441 & Prospect (Old Texaco Lot) | \$ <u>250</u> |
| 6. | Compost Plant | \$ <u>199</u> |
| GROUP TOTAL | | \$ <u>2,924</u> |
| Group Total \$ <u>29.24</u> X 19 services/year = | | \$ <u>555.56</u> Annual Cost |

You must bid on all locations in order to be considered for award.

**Price per square foot for any location added to D Mode group:
(See Paragraph 2.15, Page 14 above)**

\$ 00.96 /sq. ft.

Please attach a general listing of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract. Include make, model and year. The list must include at least one (1) bushhog mower capable of making a 72" cut.

Please print or type: Questionnaire

1. Have you made a site visit? Yes No
2. Provide three references (not relatives) for which you have performed similar work.

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.



ADDENDUM NO. 1

ITB 442-9085
Turf Grass Maintenance – Well Fields

ISSUED August 5, 2004

The following information is being provided in response to questions and issues raised at the pre-bid conference held on July 28, 2004.

1. The bid opening date is hereby revised to **2:00 PM August 17, 2004**.
2. Can Round-up be sprayed along the fence lines instead of using a line trimmer?
Answer: Yes, if the user is properly licensed for its use and obtains permission from the City before spraying, as it is not allowed in certain areas such as on the north side of the Five Ash Well Field site where the Lofts housing area is located.
3. Is the Contractor required to trim any trees? Answer: No, tree trimming is done as needed by other contractors or City work crews. However, there are numerous large clumps of bushes on the sites and the contractor should mow as close to them as possible in order keep the growth of seedlings to a minimum.
4. Are there restroom facilities located on the Fiveash Well Field site? Answer: No, there are not.
5. Are there any special requirements for mowing around manholes? On the Fiveash Well Field site, all manholes need to be trimmed with a string trimmer to maintain access.
6. Is the south side of the fence on Prospect Road part of the responsibilities of this contract? Answer: No, the county maintains that area. The portion of the last sentence of paragraph 2.06, Site 5 that reads, "as well as the swale outside of the fence on the south and western borders of the lot" is hereby deleted.
7. Why are several grassy areas marked off at the Fiveash Well Field site? They are nests of burrowing owls that have been marked off so that work crews can avoid them.
8. Can any equipment be stored on the Fiveash Well Field site? Answer: Yes. There is an area next to an abandoned horse barn that may be used by the contractor. However, the City will not be responsible at any time for any equipment left on the site.
9. Paragraph 2.06, Site 3 South Peele Dixie Well Fields is amended as follows:
 - a. In the first paragraph add the following sentences: **A second small cut area has been added. It is located behind a gate at the intersection of SW 18 St. and Pine Ridge Drive, which is off Country Club Circle.**

Approximately 200 yards north of the gate, in the FPL right of way under the power lines is a pump that abuts the Fort Lauderdale Country Club. An area of about a quarter of an acre around the pump is included in the area to be serviced.

- b. The last sentence in the second paragraph should read: The northern area stops initially at SW 18 Street, skips over the Ann Stark Center and continues on to **Davie Blvd.** **The grassy area and sidewalk in the northeast corner of the intersection of SW 18 St. and SW 43 Way, adjacent to the Ann Stark Center parking lot, is included in the area to be serviced.**
10. There are signs of unauthorized dumping in the South Peele Well Field area. Is the contractor responsible for picking it up? Answer: No. Unauthorized dumping should be reported to the Contract Coordinator, who will take steps to have it removed.
11. Is the subcontracting of any portion of this contract allowed? Answer: No, the City will not allow subcontracting. In light of past conflicts with areas of responsibility and the obtaining of insurance, all work is to be performed by employees of the contractor to whom the City awards this contract.
12. Paragraph 2.06, Site 6 Compost Plant is amended as follows:
 - a. The third sentence should read: The area on the left is approximately 100 yards long, **then there is a parking lot and another area behind a guard rail of approximately 300 yards, which is to be included in the area to be serviced** and the one on the right goes around the office/warehouse building for approximately 200 yards.
 - b. After the last sentence add: **The grassy areas north and east of the two large composting structures and trimming around same are included in the area to be serviced.**
13. Paragraph 2.06, Site 2 GTL Deep Well Injection Site is clarified as follows: The gully is approximately 300 yards long, east to west, and about 15 feet wide. As a point of information, there are security measures in place at Port Everglades to which all workers will be subjected. These include the obtaining of a security pass for the port that costs approximately \$65 per employee. This cost is to be borne by the contractor and should be considered when pricing this location.

Please sign and return this addendum, either with your bid or under separate cover, on or before the revised opening date of this bid. If submitting this addendum under separate cover, please indicate the bid number and opening date on the face of your envelope in the lower left-hand corner. Bidders may retrieve their bids or send a corrected copy prior to the bid opening date.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington

Kirk W. Buffington, C.P.M., MBA
Assistant Director, Administrative Services

Company Name: Sonday Total Land Services Inc
(please print)

Bidder's Signature: *[Signature]*

Date: 8-12-05