



# **CITY OF DELRAY BEACH**

100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444



## **BID No. 2015-20**

### **LANDSCAPE MAINTENANCE LAKE IDA MEDIANS (BETWEEN CONGRESS AVENUE & MILITARY TRAIL) GEORGE BUSH BLVD (N.E. 8<sup>TH</sup> ST & W. ATLANTIC AVENUE) ANNUAL CONTRACT**

MAYOR  
VICE MAYOR  
DEPUTY VICE MAYOR  
COMMISSIONER  
COMMISSIONER  
CITY MANAGER

- CARY D. GLICKSTEIN  
- SHELLY PETROLIA  
- AL JACQUET  
- JORDANA JARJURA  
- MITCH KATZ  
- DONALD B. COOPER

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

# CITY OF DELRAY BEACH



PURCHASING OFFICE  
N.W. 1st AVENUE  
DELRAY BEACH, FL 33444

TEL: (561) 243-7161/7163  
FAX: (561) 243-7166  
[www.mydelraybeach.com](http://www.mydelraybeach.com)

## **REQUEST FOR PROPOSAL BID No. 2015-20**

### **LANDSCAPE MAINTENANCE LAKE IDA MEDIANS**

**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL) (BETWEEN SWINTON AVENUE & I-95)  
GEORGE BUSH BLVD. (N.E. 8<sup>TH</sup> ST & W. ATLANTIC AVENUE)**

**Annual Contract**

**December 21, 2014**

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

**A MANDATORY PRE-BID CONFERENCE** has been scheduled for WEDNESDAY, JANUARY 07, 2015 at 1:00 P.M., located at City Hall – 1<sup>st</sup> Floor Conference Room, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444.

All interested bidders are required to attend and be prepared to ask questions. Bidders' failure to attend Pre-Bid Conference will result in rejection of bid. Bidders' **failure to sign-in within ten (10) minutes** of the scheduled conference start time will result in rejection of the Bidders bid.

**SCOPE OF WORK:** The City of Delray Beach, FL. (City) hereby invites qualified firms or individuals (bidders) to submit a BID for Landscape Maintenance service for Lake Ida Medians (Between Congress Avenue & Military Trail), (Between Swinton Avenue & I-95) and George Bush Blvd./N.E. 8th St (Between N.E. 6<sup>TH</sup> Avenue & Andrews Ave.) W. Atlantic Avenue (Between Swinton Avenue and I-95).

**DUE DATE:** WEDNESDAY, JANUARY 28, 2015 prior to 1:00 P.M. at which time all bids will be publicly opened and read.

**SEALED BIDS:** Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall in the first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE, AND DATE OF BID OPENING. It is the sole responsibility of the bidder to utilize the submittal form provided in



**RETURN ONE UNBOUND (1) ORIGINAL AND TWO (2) BOUND COPIES OF ALL BID SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444. Bids time-stamped at 1:01 P.M. or later, will not be considered for award and will be returned to the Bidder.

**DOCUMENTS AND ANY ADDENDA** are available on-line at the Demandstar website, [www.demandstar.com](http://www.demandstar.com). Demandstar offers a free single agency subscription which includes free document downloads by registering at [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp).

If you need assistance with registration, or you are a first-time registrant and need immediate download of a document, please call **(800) 711-1712**.

Bid Documents obtained from any source other than Demandstar or the City of Delray Beach Purchasing office may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents.

A Bidder who has not obtained bid documents from DemandStar or the Purchasing office will not be notified of any addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

**INQUIRIES:** Questions regarding this solicitation must be directed to Purchasing, **(561) 243-7161 or 7163**, by fax to (561) 243 7166 or by email to [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). To ensure a timely response, inquiries should be made by **WEDNESDAY, JANUARY 21, 2015 no later than 2:00 P.M.** Information in response to inquiries may be published as an Addendum.

**CITY'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

**AWARD:** The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1<sup>st</sup> Avenue Delray Beach, Florida, 33444. Call Purchasing at **561-243-7161 or 7163** for information.

**\*\*The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.**

Each bid must be accompanied by a certified check drawn upon any State or National Bank of Florida, cashier's check drawn upon any State or National Bank of Florida or an acceptable surety performance bond in an amount not less than five percent (5%) of the base bid, as guarantee that the BIDDER will not withdraw from the competition after the opening the bids and, if written notice is given of such award, enter into a written Contract with the City of Delray Beach, Florida, in accordance with the written Proposal. Should the successful BIDDER fail to enter into a Contract, the check or bid bond shall be forfeited as liquidated damages.



## **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

### **1. SUBMISSION AND RECEIPT OF BIDS:**

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation To Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

### **2. QUANTITIES OR USAGE:** Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

### **3. PRICES AND PRODUCT CONSIDERATION:**

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of **ninety (90) days** from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- F. Economic Price Adjustment: a) there may be a change in the Successful Bidder's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide Purchasing with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City determines if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one (1) escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.



**CITY OF DELRAY BEACH**  
**REQUEST FOR PROPOSAL**  
**BID No. 2015-20**  
**LANDSCAPE MAINTENANCE**  
**LAKE IDA MEDIANS**  
**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**  
**(Between Swinton Avenue & I-95)**  
**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**

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4. **DELIVERY:**

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

7. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.

8. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.

9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. **COMPLIANCE WITH SAFETY STANDARDS:**

- A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.
- B. Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.

12. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.

13. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.



14. **SPECIFICATIONS:**

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.

15. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

- A. **PERMITS:** Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- B. **LICENSES:** If you are not licensed to perform work in the City of Delray Beach you **MUST** obtain a "Business Tax License" before a Notice to Proceed will be issued (**Contact Donna Porter @ (561) 243-7209**).
- C. **LIABILITY INSURANCE:** The City prefers the insurance and bonding companies to have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. See pages 13 - 15 for Insurance Requirements.

16. **AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified on request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.

18. **FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**

19. **EXCEPTIONS TO CONDITIONS, 1 THRU 7 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

20. **RENEWAL:** The successful bidder shall be awarded a contract for one (1) year with the option to renew for two (2) additional one (1) year periods, renewable by the City Commission. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.

21. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

**22. ANTI-COLLUSION:**

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**23. CONFLICT OF INTEREST:**

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

- 24. CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

- 25. NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

- 26. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.



27. **BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

**Note:** Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:  
City of Delray Beach  
Purchasing Manager  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444

## INDEMNITY/HOLD HARMLESS AGREEMENT

**BID No. 2015-20**  
**LANDSCAPE MAINTENANCE**  
**LAKE IDA MEDIANS**  
**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**  
**(BETWEEN SWINTON AVENUE & I-95)**  
**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**  
**ANNUAL CONTRACT**

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

L.V. Superior Landscaping, Inc  
Contractor's Name

  
Signature

01-27-15  
Date



## **CONE OF SILENCE**

**BID No. 2015-35**

**LANDSCAPE MAINTENANCE**

**LAKE IDA MEDIANS**

**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**

**(BETWEEN SWINTON AVENUE & I-95)**

**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**

**ANNUAL CONTRACT**

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

### **Sec. 2-355. Cone of Silence.**

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

L.V. Superior Landscaping, Inc  
Contractor's Name

[Signature]  
Signature

01-27-15  
Date



# DRUG FREE WORKPLACE CERTIFICATION

**BID No. 2015-20**

**LANDSCAPE MAINTENANCE**

**LAKE IDA MEDIANS**

**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**

**(BETWEEN SWINTON AVENUE & I-95)**

**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**

**ANNUAL CONTRACT**

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug free workplace through implementation of this section.

Contractor's Name

Signature

Date



## INSURANCE REQUIREMENTS

### A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

### B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Premises and/or Operations.
  - c) Independent Contractors.
  - d) Products and/or Completed Operations.
  - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
  - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles.
  - c) Hired and Non-Owned Vehicles.
  - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached **"Sample of Insurance Certificate"**.

# SAMPLE



## CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OP ID: KR

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone:	CONTACT NAME: John Doe
ABC Insurance Company	Fax:	PHONE (A/C, No, Ext):
Address:		FAX (A/C, No):
		EMAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED		INSURER A:
Contractor Name		INSURER B:
Address		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E&L EACH ACCIDENT 1 \$ 1,000,000 E&L DISEASE - EA EMPLOYEE \$ 1,000,000 E&L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Delray Beach is listed as Additional Insured  
 Project Name:  
 Project Number:  
 30 Days Notice for Cancellation

CERTIFICATE HOLDER	CANCELLATION
City of Delray Beach 100 NW 1st Avenue Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS - 30 Days Notice  AUTHORIZED REPRESENTATIVE _____

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ACORD 25 (2010/05)

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT -  
COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

**This insurance does not apply to:**

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
  - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.



**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 8th day of April, 2015, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and LV. Superior Landscaping, Inc. (hereinafter called **CONTRACTOR**).

**WITNESSETH:**

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.
2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.
3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

**CONTRACT DOCUMENTS**

**PAGE NUMBERS**

Invitation to Bid	1
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Check List	48
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Addenda numbers   1   to   1   inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:

**City of Delray Beach, FL**  
100 NW 1st Avenue  
Delray Beach, FL 33444

As to CONTRACTOR:

L.V. Superior Landscaping, Inc.  
16059 Okreechabee Blvd.  
Loxahatchee, FL 33470

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7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.



9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by

anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure 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 records in possession of the **CONTRACTOR** at the termination of the contract and destroy any 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. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.



e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the  
day and year first above written.

ATTEST:

Cherrille D. Nubari  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]  
Cary D. Glickstein, Mayor

Approved as to form:

[Signature]  
City Attorney

WITNESS:

Margo McQuaid

CONTRACTOR:

BY: [Signature]

Margo McQuaid  
(Print or type name and title)  
Office Manager

Lucila Vasquez, President  
(Print or type name and title)





## CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY of Palm Beach

The foregoing instrument was acknowledged before me this 2 day of April, 2015, by Lucilo Vasquez (name of officer or agent, title of officer or agent), of Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) and has used his/her (type of identification) as identification.

[Signature]  
Signature of Person Taking  
Acknowledgment



**MARGO MCQUAID**  
MY COMMISSION #FF188917  
EXPIRES January 12, 2019

[Name]  
Name of Acknowledger Typed,  
Printed or Stamped

**CERTIFICATE**

(If Corporation)

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS  
\_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_  
L.V. Superior Landscaping, Inc., a corporation under the laws of the State of  
Florida held on March 5, 2014, the following resolution  
was duly passed and adopted:

"RESOLVED", that Lucilo Vasquez, as \_\_\_\_\_  
President of the corporation, he/she is hereby authorized to execute the Agreement  
dated \_\_\_\_\_, 20\_\_\_\_, between the City of Delray Beach, Florida and this  
corporation, and that his execution thereof, attested by the Secretary of the Corporation and  
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official  
seal of the corporation this 2 day of April, 2015.

\_\_\_\_\_  
(Secretary)





## **SURETY PERFORMANCE AND PAYMENT BOND**

**Bond No:** \_\_\_\_\_

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address and phone number are \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and the City of Delray Beach, whose principal address and phone number are \_\_\_\_\_ for the construction of Project No. \_\_\_\_\_, more particularly described as \_\_\_\_\_ and located at \_\_\_\_\_ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, as Surety, whose principal business address and telephone number are \_\_\_\_\_ the sum of (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays City all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 1 year after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 1 year after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligor to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, shall be deemed to be in default fifteen days after receipt of an additional written demand by the Obligor to correct the Principal's default, and the Obligor shall be entitled to enforce any remedy against Surety available to the Obligor including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the City. This Bond does not limit the City's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

**CITY OF DELRAY BEACH**  
**SPECIFICATIONS**  
*Landscape Maintenance*  
**LAKE IDA MEDIANS**  
**(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**  
**(BETWEEN SWINTON AVENUE & I-95)**  
**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**  
**ANNUAL CONTRACT**

1. **PURPOSE:** The purpose of this Bid is to establish an open-end Contract to provide the best quality landscape maintenance service available at the most economical price. Service and good workmanship are of primary concern. Bidders with low standards for either service or workmanship will be judged to be non-responsible and their bids non-responsive. No bid will be accepted if it offers lower standards of material and/or workmanship than is described therein.
2. **NOTICE OF AWARD:** It is and shall be understood and agreed that Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering same.
  - a. Contract shall be awarded to the Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview will be considered together with price in the contract award.
3. **CONTRACT AREA(S) AND LOCATION:**
  - Area A #1: Lake Ida Road Medians (between Congress Ave and Military Trail)
  - Area A #2: Lake Ida Road Medians (between Swinton Avenue & I-95)
  - Area B #1: George Bush Boulevard/N.E. 8th Street (between N.E. 6<sup>th</sup> Ave. & Andrews Ave.)
  - Area B #2: W. Atlantic Avenue (between Swinton Avenue and I-95)

Reference page 34-35 for site description. A site inspection should be performed before bidding.
4. **FIRM PRICE:** The City requires a firm price for the Contract period.
5. **CONTRACT TERM:** Term of the contract shall be one (1) year commencing on/or about March 2015 or sooner, and expiring one year thereafter. The City Commission may renew the contract, at the same terms, conditions, and prices, TWO (2) consecutive term(s) of ONE (1) year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
6. **MARKET CONDITIONS:** The City reserves the right to purchase on the open market should lower market prices prevail, at which time the seller shall have the option of meeting the lower price or relieve the City of any obligation previously understood.
7. **ORDER PLACEMENT:** After the award of contract to the successful bidder, the City reserves the right to utilize either of the following order placement methods:
  - (a) Purchase order will be issued to the successful bidder throughout the contract period on an as-needed, when-needed, where-needed basis.



(b) A blanket (open) purchase order will be issued to successful bidder for the City's anticipated annual dollar volume. Releases for partial delivery of services will be made against said blanket order.

8. **PERFORMANCE** It is the intention of the City of Delray Beach to purchase landscape maintenance services as specified herein from a source of supply that will give prompt and convenient service. Any failure of the successful bidder to comply with these conditions may be cause for terminating any resulting Contract immediately upon notice by the City.

All laborers must wear orange safety vests and all vehicles parked along the right-of-way must be marked with traffic cones. All landscape maintenance shall be in full compliance with the State of Florida "Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways".

9. **PERFORMANCE PROBATION PERIOD:** The successful awardee will immediately enter into a three (3) month probationary period upon contract award. During this time the awardees' performance will be closely scrutinized by City staff. If the awardees' performance fails to consistently meet the standards specified within the bid, his contract will be promptly cancelled. If his performance is acceptable, then he will be also notified and the contract will extend through the expiration date given in this bid. The City has the right to terminate the contract during the probationary period with or without cause, and this right shall be solely at the discretion of the City.
10. **ALTERNATES:** For purpose of Bid evaluation, Bidder(s) must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the Bid fully complies with the specifications, terms and conditions as stated.
11. **BACKGROUND INFORMATION:** The City reserves the right, before awarding the Contract, to require a Bidder to submit such evidence of his qualifications, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.
12. **COMPETENCY OF BIDDERS:** Pre-award inspection of the Bidder's facility and/or a personal interview of up to three finalists may be made by designated City personnel prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid Invitation and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, and equipment and organization, to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
13. **DEFAULT OF CONTRACT:** The City may, by written notice to the successful bidder, terminate the Contract if the bidder has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. City shall be sole judge of non-performance.
14. **REJECTION OF IRREGULAR PROPOSALS:** Bids which contain any alteration, addition, condition, limitation, unauthorized alternates or show irregularities of any kind may be rejected by the City as non-responsive or irregular. The City reserves the right to waive any irregularities, technicalities or informalities in any bid and to reject any or all bids.
15. **TRANSFER PROHIBITED:** The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation, without prior written consent of the City.



In the event that the successful Bidder does not hold a commercial pesticide applicators license, the successful bidder may contract with a qualified firm to perform the chemical applications. In this event, the successful Bidder shall notify the City of this intent and **PRICES FOR THE WORK MUST BE LISTED IN THE BID**. The bidder must extend those services for the duration of the contract for the prices quoted. **NOTE: THIS PROHIBITION APPLIES SPECIFICALLY TO MOWING OR EDGING SERVICES.**

16. **DEFAULT ON PRIOR CONTRACTS:** No proposal will be accepted from, nor will any Contract be awarded to, any person or firm which is in arrears to the City upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to the City, or who has failed to perform faithfully any previous Contract with the City.
17. **CAPACITY:** Vendors must have the capability to perform contracted maintenance on a timely basis and with proper equipment and supervision. Vendor must adhere to maintenance procedures and schedules as set forth in the conditions and specifications. Failure to do so shall result in Contract cancellation.
18. **BID QUOTATION SUBMITTALS:** All bids must be submitted on the attached bid form. Vendor must bid on all areas.
19. **INFORMATION:** Questions regarding this solicitation must be directed to **Purchasing, (561) 243-7161 or 7163, by fax to (561) 243-7166** or by email to [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Any technical questions regarding maintenance areas and service listed relative to this bid should be emailed and question will be answered via an addendum only.
20. **VENDOR SERVICE REPRESENTATIVE:** The Bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of landscape maintenance service. A contact for both regular work-hours and after-hours, weekends and holidays must be identified. This will become a part of the bid proposal and shall be understood and agreed.
21. **BILLING, SCHEDULING AND REPORTS:** Vendor shall submit a monthly invoice the first of each month, itemizing all maintenance items performed the previous month. A schedule of all maintenance items to be performed the following month shall be submitted with the invoice noting dates, times and locations of operations. The Delray Beach Parks and Maintenance Department must be notified prior to any change in scheduling within five (5) working days to allow City staff to inspect sites for scheduled maintenance.  
  
Written reports must be turned in to the Parks Maintenance Department after each mowing operation on a checklist to be provided to the awarded vendor by the City. The vendor's Federal Identification Number must be noted on the Bid in order for payment to be processed by City.
22. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
24. **ADDITIONAL SERVICES:** Page 31 of this invitation to Bid includes hourly rates for additional services outside the scope of monthly maintenance. Services include sod replacement, tree installation, herbicide, insecticide and fungicide applications and a labor rate for clean-up after a storm event, and other such maintenance.
25. **HURRICANE/TROPICAL:** Hurricane / Tropical Response should be priced as extra work. If the City designates its own debris site, contractor shall be allowed to dump at this site and deemed an



approved contractor with the City of Delray Beach. Contractor should contact Tim Simmons, Parks Maintenance Superintendent (561) 243-7260, seventy two (72) hours after Hurricane / Tropical storm has passed for certifications of Trucks.

26. **WORK PERFORMED:** All work performed shall be during the hours of **8:00 A.M. to 5:00 P.M.,** Monday thru Friday.
27. **INSPECTION OF WORK AREAS:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Bidders are required to inspect areas on their own. Questions, regarding the perimeters of these locations may be obtained from Tim Simmons, Parks Superintendent: (561) 243-7260.

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**SPECIAL CONDITIONS**  
**Bid No. 2015-20**  
**LANDSCAPE MAINTENANCE FUNCTIONS AND TASK**

1.0 **CHEMICAL EDGING:** "Landscape Maintenance Weed Control"

Chemical application may be used to kill weeds in and around areas such as, areas adjacent to buildings, fence lines, trees, sprinkler heads, and cement medians (concrete divider isles). Prior to application of chemicals, for this purpose, all areas shall be trimmed. Chemicals shall be applied in a manner to limit drift. Contractor is responsible for replacement of all damaged plants at his cost. If not complete within one week of notification, City may replace and deduct cost from month payment application.

2.0 **WEED CONTROL:** Contractor responsible for keeping all areas weed-free at all times.

- a. Weeds are to be completely removed from all turf, shrub, ground cover, flowerbed; tree ring and paver block areas during the contract period. Entire area under contract shall remain **weed-free** at all times using manual or chemical methods.
- b. Weeds growing from curb joints or other concrete areas shall be chemically treated and removed after the herbicide has trans-located to the roots if they are large enough to be a visual eyesore.
- c. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces.
- d. Contractor may use contact herbicides for spot killing of weeds.

2.1 **VINE CONTROL:** Trees, palms and other plant material shall be kept free of vine growth at all times. These areas are to be inspected and addressed with each mowing.

- a. Light poles, power poles, signs and other such fixtures shall be kept free of vine growth at all times. These areas are to be inspected and addressed with each mowing.
- b. Chemical applications may be used to kill vines in and around all trees, palms, other plants, light poles, power poles, signs and other fixtures. Chemicals shall be applied in such a way as to limit drift. Contractor is responsible for replacement of all damaged "non-target" plant material within one week of City notification.

3.0 **PRUNING:** General Pruning Operations:

- a. Each tree and shrub shall be pruned, in accordance with ANSI A300 Pruning and ANSI Z133.1-2000 guidelines, to preserve the natural character of the plant in the manner fitting its use in the landscape design.
- b. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
- c. All dead, dying, broken, and or diseased plant material shall be removed **as needed**, by thinning out and shortening branches. Branches that protrude over walkways grow through fences and obscure roadway visibility shall be removed **as needed**, as well as all root suckers and water sprouts.
- d. Do not treat cut surfaces with commercial tree paint.
- e. Site distance must be maintained at all times. Any plant material that obscures roadway visibility must be pruned within 24 hours notification at no additional cost.
- f. All walks, pavements and roadways shall be swept or blown clean upon completion of the work. Under no circumstances is debris to go into roadways or walkways.
- g. Tree and Palm pruning shall only be performed by an I.S.A. Certified Arborist.



#### 4.0 TREE MAINTENANCE:

- a. Trees are to be pruned **once a month** to control suckers or water sprouts and throughout the first year following installation, to establish proper structure; thereafter only corrective pruning **as needed**, for damaged, dead, crossing branches, obstruction or aesthetics is needed. Trees must be trimmed to provide clearance of no less than ten (10) feet at all times.
- b. Accent Trees shall be pruned by thinning to maintain shape of tree every other month.
- c. Flowering trees are to be pruned only after their bloom cycles are complete.

#### 5.0 PALM MAINTENANCE:

- a. Remove and dispose of off-site all inflorescences, and dead or damaged fronds; invading vines and weeds in boots or on trunk shall also be removed. Frond boots are to be removed consistent with previous pruning cuts to ensure uniformity in appearance. Unless specifically authorized by the Horticulturist/ Arborist or Contract Maintenance Supervisor, removals shall not exceed 9:00 a.m. to 3:00 p.m. This is to be performed for all palms throughout the contract area. Timing for inflorescence removal will vary by species; some will require year-round removals, others will be seasonal. Service will be billed **monthly** for inflorescence removal as needed.

**\*\* SPECIAL NOTE:** All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a **\$50.00 per day** fault fee, as long as debris remains.

**Note: ALL pruning to be performed by International Society of Arboriculture Certified Arborist ONLY.**

#### 5.1 PRUNING TOOLS AND EQUIPMENT

- a. All tools, equipment and labor are to be furnished by the contractor.
- b. All tools are to be clean, sharp and in good repair. Extra tools are to be on hand to supplement tools that become dull, break or may transmit disease. Tools that cut, rip or tear plant material will not be allowed.
- c. Tools are to be appropriate to the pruning activity. Tools shall include but not be limited to hand pruners, loppers, handsaws, power hedge shears and pole pruners.
- d. Contractor to carry a disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools. Tools are to be cleaned after pruning each individual tree or palm.
- e. Tools and Equipment are subject to inspection prior to and during a pruning activity. The City reserves the right to stop any activity that jeopardizes the health of the designated plant material.

#### 6.0 LITTER AND DEBRIS CONTROL:

- a. Litter removal shall apply to ALL areas such as, but not limited to; turf areas, plant beds, hardscape maintenance areas, paver blocks and dyed/ decorative concrete walks. Litter removal is required five (5) days a week, Monday thru Friday. Litter and debris control is to be completed prior to eleven o'clock (**11:00 am**) as a maintenance function **and** before each mowing.
- b. Litter and debris shall be **completely removed off site** from all contract areas as a regular requirement of debris control on a **daily** basis and disposed of in accordance with City ordinances. Litter and debris may not be stored on site.

Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead animals, cigarette butts, dead vegetation or debris (unauthorized paper signs), etc. deposited or blown onto the sites. Palm fronds, tree limbs and leaves shall also be removed.

Litter removal from turf areas and plant beds and designated R.O.W. areas shall be complete prior to each mowing operation in the same day, and shall be done **five (5) days** a week – Monday thru Friday. **Clean-up must be completed BEFORE 11:00 A.M.**

Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites. Palm fronds and tree limbs will also be removed each mowing operation.

- c. Litter is to be removed entirely from the sites and disposed of in accordance with City Ordinances.

**Note: Failure to pick up will result in a \$50.00 a day fault fee, as long as debris remains.**

This will be determined by City Designee.

#### 7.0 **IRRIGATION:**

- a. Irrigation systems will be checked upon each mowing operation to ensure no damage to heads or valves. Any leads or valves damaged by Contractor in the act of mowing will be replaced by Contractor at his cost. All systems shall be inspected weekly by City personnel. Cost of replacement will be charged to maintenance contractor and performed by the City irrigation maintenance crews.

#### 8.0 **CHEMICAL PEST CONTROL:**

- a. Shrub, Tree, Groundcover Insect Control shall be for specific insects identified as problematic and treated as needed upon City authorization. Some specific insects to be controlled are aphids, scale and grasshoppers.
- b. Disease Control in turf and shrub areas will be by identification and diagnosis and application of appropriate fungicide or bactericide as needed upon authorization of the City.
- c. Shade Trees Fertilization: trees are contained within shrub beds that will receive fertilizer along with shrubs. Other shall be fertilized in March and September with an **8-10-10 or 8-2-12**.
- d. Palm Tree Fertilization: Palms shall be fertilized in March with **13-3-13** palm fertilizer, in June, and October with a complete **12-2-14** palm fertilizer containing microelements at a rate of one (1) pound of fertilizer per inch of trunk diameter. An application in August at the rate of 1-5 pounds per palm, dependent on the trunk diameter, generally ½ pounds per inch of trunk diameter.
- e. Shrub and Groundcover Fertilization shall be fertilized in April and September with **8-8-8** with **microelements** at the rate of ¾ pound of fertilizer per 100 sq. ft. of shrub area.

#### 9.0 **GENERAL USE OF CHEMICALS: Special Note**

- a. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a Florida Certified Pesticide Applicators' license. Application shall be in strict accordance with all governing regulations.
- b. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the Project Manager for approval at the beginning of the Contract. All proposed chemicals shall be approved by Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the Parks and Recreation Director.
- c. Chemicals shall only be applied by or under the supervision of those persons possessing a valid Florida Certified Pesticide Applicators' license. Applications shall be in strict accordance with all governing regulations.



- d. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions. A copy shall be given to the City each billing.
- e. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
- f. Any soil, sod or plants contaminated by misuse of chemicals on the sites will be removed and replaced at cost to the responsible contractor.

#### 10.0 **MULCH**

**Two inches** of shredded non-cypress mulch (**not red mulch**) **shall be added** to planting beds three (3) times a year **in April, August and December**. A granular pre-emergent **herbicide shall be applied to all shrub beds PRIOR to the application of mulch**. Beds will be clean of weeds when new mulch is applied. **NO CYPRESS MULCH**

#### 11.0 **REPLACEMENTS**

City shall replace any landscape, irrigation, or structures damaged by maintenance operations or due to neglect to perform these specifications and charge cost to maintenance contractor. **(Contractor will be notified prior to replacement of repair by City designee.)**

#### 12.0 **DAMAGES**

Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod to match existing grade. **(Contractor must contact City designee within 24 hours of such repairs).**

#### 13.0 **REPORTS**

The Contractor shall provide a checklist filled out and returned to the Parks and Recreation Department after each maintenance operation. All maintenance operations and the date they were performed shall be noted, and any reports of damages shall be described. **No payments will be made unless all reports are provided.**

#### 14.0 **GENERAL:**

Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from City employees should be returned within four (4) business hours. Contractor shall provide a working fax number during business hours. Based on the aforementioned, bidder must submit with his/her bid proposal the name, address, fax number, office phone number, cellular number(s) of all persons to be contacted for coordination of service.

**No maintenance shall be performed on weekends or during holidays** unless requested in writing and approved by the Parks and Recreation Department Director. Work shall be performed between the hours of **8:00 a.m. and 4:00 p.m.**

**Failure to respond** to requests by City within 24 hours due to inadequate maintenance procedures, litter, limbs and other debris not removed will result in **\$50.00 a day deduction** from the following payment application.

**Special attention will be given to specified areas prior to national holidays & special events** to ensure that the City is at its best during these times. Contractor will check area two days prior to holiday and Special Events and verify that maintenance has been properly performed.



## 15.0 **PAYMENT**

Invoices shall be submitted on a monthly basis for services performed. All areas shall be inspected upon receipt of invoice and any deficiencies shall be brought to the attention of the Contractor. Deficiencies shall be corrected or addressed prior to the submittal of invoice for payment.

**On-site inspections shall be made with city Representative after the first month and at quarterly intervals.**

- 16.0. **QUALIFICATION OF BIDDERS:** This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder should submit the following information with their proposal. Bidder may fill out all requested information.

**Failure to submit the following requested information may result in bidder's bid being considered non-responsive.**

- A. Minimum of three (3) references that list a brief description of same type of work with similar requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses and phone numbers of owners. Bidders must only indicate references they have worked with a minimum of one (1) year. References identified must be for Bidders Firm (Not Individuals), as identified on "Bidders Certification" form. (Bidders shall understand that "same type of work with similar requirements for area(s) of similar size or larger", shall mean that 1) Bidder shall list a minimum of three references for each of the following tasks mowing, blowing, weed-eating/edging, chemical and/or fertilization application, mulching, pruning, weed removal and litter control. A different reference may apply for each task. Bidder may copy reference form provided in bid as needed to list additional references. 2) References provided shall show similar requirements (not of exact same specification and frequency) to that referenced in the bid. 3) References provided shall have worked with bidder for a minimum of one (1) year. 4) References provided shall be of similar size properties/square footage).
- B. Bidder to List equipment to be used. The equipment list shall be up-to-date and include brands and model numbers.
- C. Bidder to provide physical address of where vendor stores equipment (i.e. Trucks, Mowers, Lawn Equipment, etc.).
- D. Bidder shall have a primary phone line during regular work hours from Monday through Friday between 7:00 a.m. – 5:00 p.m. Bidder to indicate the primary phone number.
- E. Bidder shall provide the name(s) and phone numbers (Office and Cell Numbers) of designated staff that can be contacted between 7:00 a.m. – 5:00 p.m., after-hours, weekends and holidays.
- F. Bidder shall provide a working fax number during regular work hours from Monday through Friday between 7:00 a.m. – 5:00 p.m. Bidder to indicate working fax number during regular work hours.

- 17.0 **COMPETENCY OF BIDDERS:** Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance for a sufficient fleet of equipment to insure that they can satisfactorily execute the services under the terms and conditions stated herein in accordance with all local, state and county laws and ordinances. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- 18.0 **BACKGROUND INFORMATION:** The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.



- 19.0 **REFERENCES:** As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate.

\*City is the sole judge in determining Bidder's qualifications.

- 20.0 **ADDITIONAL LICENSES:** In addition to General Condition, the following license is required.

**International Society of Arboriculture Certification**

Florida Certified Pesticide Applicator's License to perform Chemical Pest Control Services held by Contractor or Subcontractor responsible for all pesticide applications. Bidder must submit a copy of Contractor or Subcontractor's valid Florida Certified Pesticide Applicator's License with bid submittal. International Society of Arboriculture Certification.

If Subcontractor is performing pesticide application, Bidder to provide a copy of Subcontractor's Palm Beach Occupational License.

- 21.0 **SUBCONTRACTING:** Subcontracting is permitted for the following services ONLY: Pruning Trees & Palms; Chemical Pest Control. **If bidders are subcontracting, they must include with their bid response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address and extent of work to be performed that may be provided by Subcontractor.** The City of Delray Beach reserves the right to reject bidder's use of any subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award. Changing subcontractors throughout the course of the contract is prohibited, unless changes are approved by the using department and Purchasing. The City reserves the right to reject any request to change subcontractors.

- 22.0 **PRE-AWARD CONFERENCE:** The City may hold a Pre-Award Conference at a time and place to be designated. The lowest and most responsive bidder shall be prepared to discuss with the City the manner in which he proposes to conduct his work in compliance with all Contract requirements. The lowest and most responsive bidder shall supply to the Project Manager at this meeting, or when otherwise requested, pertinent information to substantiate that:

- A. Bidder maintains a permanent place of business;
- B. Bidder has adequate location/facility and equipment to do the work properly and expeditiously;
- C. Bidder has adequate type and number of employees and supervisors in place to properly execute services under contract.
- D. Bidder has suitable financial resources to meet the obligations of the work as they come due;
- E. Bidder has a minimum of one year appropriate substantial, successful contractual and technical experience in similar work;
- F. Bidder will perform all work with his own organization; exception is Pruning Trees & Palms and/or Chemical Pest Control as allowed by subcontractor.
- G. The subcontractors proposed for use are qualified to perform the work. A listing of proposed subcontractors must be submitted to the City for approval. The City reserves the right to disapprove of proposed subcontractors that are found to be unqualified. In addition, the lowest and most responsive Bidder shall produce satisfactory evidence that he and all subcontractors he proposes to use hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the work of this Contract;
- H. Bidder must provide to the City, at this time, any additional copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted. Bidders shall not supply false, inaccurate, misleading, or exaggerated information as such shall cause the Bidder to be disqualified from consideration for award.
- I. The bidders assigned project manager for this project shall be present at the meeting.
- J. Review bidders' ability to perform work within the time constraints and scheduled dates.



- 23.0 **METHOD OF AWARD:** The City is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the most responsive and responsible bidder licensed and qualified by experience to do the work specified herein on an all or none basis to a single vendor.

Successful Bidder awarded shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with the City may be used in the evaluation process in determining recommendation for award.

**Bidders must bid on all items noted. Incomplete bids will not be accepted. Bidders are responsible for checking their calculations.**

24.0 **ADDITIONAL WORK**

- A. Plant and Tree Installation: Contractor will supply labor for installation of shrubs and trees as needed. Labor will be priced at an hourly rate per man.
- B. Fertilizing: Contractor will supply labor for additional fertilizing if needed. Labor will be priced on an hourly basis per man required.
- C. Additional Pest Control: Price per 50 gallon of insecticide or 50 pounds of granular insecticide per as needed application.
- D. Fire Ant Control: Will be done on an as needed basis with the use of Amdro or other insecticide labeled for fire and control.
- E. Sod Replacement: Contractor will supply sod replacement to the City on an "as needed" basis. Sod will be priced per sq. ft. of removal, grade and install.

**SPECIAL NOTE:**

These prices will not be added in the contract bid but used on an "as needed" basis.

City designee references the City Horticulturist or the Parks and Recreation Director. The Horticulturist is referenced in above text for all maintenance requirements or establishment of standards.

25.0 **FERTILIZER AND INSECTICIDE SCHEDULE**

- A. Apply Diazanone insecticide twice a year for the treatment of mole crickets and Army Worms.
- B. Shade/Accent Trees - Fertilize twice a year with LESCO 14-14-14 with micronutrients, or approved equal.
- C. Shrubs - Fertilize three times a year, in March, July, and October with LESCO 10-10-10 with micronutrients, or approved equal.
- D. Bahia Sod – Fertilize twice a year in March and October with one (1) pound of actual nitrogen per 1,000 sq. ft. of lawn area, using a complete 16-4-8 fertilizer with micronutrients.
- E. Bougainvillea/Shrubs – Fertilize three times a year, in March, July and October with LESCO 10-10-10 with micronutrients, or approved equal.

26.0 **DESCRIPTION OF AREAS TO BE MAINTAINED**

- 1. Area A #1: Lake Ida Road Medians (between Congress Avenue and Military Trail)
- 2. Area A #2: Lake Ida Road Medians (between Swinton Avenue and I-95I)
- 3. Area B #1: George Bush Boulevard/N.E. 8th Street (Between N.E. 6th Avenue and Andrews Avenue). Maintenance includes mowing and edging the grass along the sides of the road for a distance of approximately twenty (20) feet back from the edge of pavement. Since adjacent property owners maintain the right-of-way in some locations, the extent of mowing should be limited in the areas



east of the Inter-coastal waterway as far as the first driveway east of the bridge along the north side and to Andrews Avenue along the south side of the road.

The extent of mowing along the west side of the inter-coastal should be limited to the area between Palm Trail and the bridge on the north side of the road and between the driveway into the marina and the bridge, along the south side of the road.

Will require edging, weeding and mulching of shrub beds east of the bridge.

Requires the removal of sucker growth and vision obscuring and would also require the removal of dead fronds on the Coconut Palm near the bridge as they occur. Monthly hedge trimming of Ficus hedge on southeast corner of bridge.

All trees shall be maintained with a circle of mulch a minimum of one (1) foot away from the base of the trunk in all directions.

Plans are not available for this roadway; it is the responsibility of the Contractor to make a visual inspection.

4. Area B #2: W. Atlantic Avenue (Between Swinton and I-95 Interchange). Maintenance includes all medians (including median coming up to the overpass on the east side of I-95) as well as the "utility" strips on both sides of the road. Medians contain shade trees, palm trees, shrubs and groundcovers. None of the other medians contain sod. The "utility" strips contain sod and Black Olive trees. The sod is primarily Bahia. Species is dependent upon whether the adjacent property owner has provided irrigation. Also includes landscape nodes on north and south side of Atlantic Avenue.

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**SCHEDULE AREA B #1**  
**ROADSIDE FERTILIZER AND PESTICIDE APPLICATION SCHEDULE**  
**FOR BAHIA SOD AREAS**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Apply 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area. (For example, apply 6 lbs. of 16-4-8 per 1,000 sq. ft. with minor elements).			X							X			2
Insect Control				X				X					2

**SCHEDULE AREA B #2**  
**MEDIAN FERTILIZER/HERBICIDE/PESTICIDE APPLICATION SCHEDULE**  
**FOR ST. AUGUSTINE SOD AREAS**

Lesco Products or equal*	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
24-5-11 Turf Fertilizer	X												1
22-5-7 plus Atrazine			X							X			2
32-5-7 plus .74% Dursban						X					X		2
Dursban 2.32%				X				X					2

\*approved equivalent



**SCHEDULE AREA B #3**  
**FERTILIZER APPLICATION SCHEDULE FOR**  
**SHADE TREES, PALM TREES AND SHRUBS**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Shade Tree Fertilization 8-10-10 w/minors			X						X				2
Palm Tree Fertilization LESCO 13-3-13 with 1.5%-2% minor elements			X										1
Palm Tree Fertilization 12-2-14						X				X			2
Shrub Fertilization 12-6-8			X			X				X			3

## SCHEDULE OF PRICING AREA# 1

**Landscape Maintenance ♦ Lake Ida Road Medians  
(Between Congress Ave. and Military Trail) - Annual Contract  
Bid No. 2015-20**

**Bidder must bid on all items to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive. Bidder should NOT reference the words "No Charge", "N/C", "Included", etc. on any of the line items of this form. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non responsive and rejected.**

Item	Description	Est'd Qty Per Yr.	Unit Price	Total Price
1.	WEED CONTROL	24	\$ <u>88</u>	\$ <u>2112</u>
2.	Pruning			
	a. SHRUBS	12	\$ <u>198</u>	\$ <u>2376</u>
	b. TREES & PALMS	12	\$ <u>46</u>	\$ <u>552</u>
3.	LITTER CONTROL	260	\$ <u>11</u>	\$ <u>2860</u>
4.	Chemical Applications			
	a. PALM TREE FERTILIZATION	3	\$ <u>220</u>	\$ <u>660</u>
	b. SHADE TREE FERTILIZATION	2	\$ <u>176</u>	\$ <u>352</u>
	c. SHRUB FERTILIZATION	3	\$ <u>330</u>	\$ <u>990</u>
5.	MULCH	3	\$ <u>800</u>	\$ <u>2400</u>
	TOTAL BID PRICE			\$ <u>12302</u> ✓



## SCHEDULE OF PRICING AREA#2

**Landscape Maintenance ♦ Lake Ida Road Medians  
(Between Swinton Avenue & I-95) - Annual Contract  
Bid No. 2015-20**

**Bidder must bid on all items to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive.** Bidder should NOT reference the words "No Charge", "N/C", "Included", etc. on any of the line items of this form. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non responsive and rejected.

Item	Description	Est'd Qty Per Yr.	Unit Price	Total Price
1.	WEED CONTROL	24	\$ <u>67</u>	\$ <u>1608</u>
2.	Pruning			
	a. SHRUBS	12	\$ <u>145</u>	\$ <u>1740</u>
	b. TREES & PALMS	12	\$ <u>65</u>	\$ <u>780</u>
3.	LITTER CONTROL	260	\$ <u>11</u>	\$ <u>2860</u>
4.	Chemical Applications			
	a. PALM TREE FERTILIZATION	3	\$ <u>220</u>	\$ <u>660</u>
	b. SHADE TREE FERTILIZATION	2	\$ <u>72</u>	\$ <u>144</u>
	c. SHRUB FERTILIZATION	3	\$ <u>79</u>	\$ <u>237</u>
5.	MULCH	3	\$ <u>700</u>	\$ <u>2100</u>
TOTAL BID PRICE				\$ <u>10,129</u> ✓

TOTAL BID PRICE FOR AREA A #1: \$ 12,302

TOTAL BID PRICE FOR AREA A #2: \$ 10,129

GRAND TOTAL BID PRICE FOR  
AREAS A 1 & 2 \$ 22,431

Vendor Name: L.V. Superior Landscaping, Inc.

## PRICING FOR ADDITION WORK (IF REQUIRED) AREA A

### ***Landscape Maintenance ♦ Lake Ida Road Medians (Between Congress Ave. and Military Trail) - Annual Contract***

ITEM	DESCRIPTION	PRICE
6.a	Plant & Tree Installation (labor per hour / per man)	\$ <u>100</u> per hr. per man
6.b	Fertilizing (labor per hour / per man)	\$ <u>30</u> per hr. per man
6.c	Addition Pest Control (price per 50 gal. application of insecticide)	\$ <u>200</u> per gallon
	Additional Pest Control (price per 50 lb. application of insecticide)	\$ <u>140</u> per pound
6.d	Fire Ant Control (labor per hour / per man)	\$ <u>38</u> per hr. per man



## SCHEDULE OF PRICING FOR AREA B #1

**Landscape Maintenance ♦ George Bush Blvd.  
N.E. 8<sup>th</sup> St & W. Atlantic Avenue ♦ Annual Contract  
Bid No. 2015-20**

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Mowing, Line Trimming (4 times month April – Nov) (3 times a month Dec. – March)	44	\$ <u>67</u>	\$ <u>2948</u>
2	Edging (every other mowing cycle)	22	\$ <u>54</u>	\$ <u>1188</u>
3	Weed Control (Shrub Beds) (twice a month)	24	\$ <u>18</u>	\$ <u>432</u>
4	Pruning <ul style="list-style-type: none"> <li>a. Shrubs (once a month)</li> <li>b. Trees &amp; Palms (once a month)</li> <li>c. Accent Trees (every other month)</li> </ul>	12 12 6	\$ <u>24</u> \$ <u>18</u> \$ <u>54</u>	\$ <u>288</u> \$ <u>216</u> \$ <u>324</u>
5	Litter Control (5 days a week, Monday thru Friday)	260	\$ <u>11</u>	<del>\$ 2860</del> <u>2860</u> MM
6	Chemical Applications <ul style="list-style-type: none"> <li>a. Turf Insecticide Program (two times a year)</li> <li>b. Shrub Insecticide Program</li> <li>c. Fire Ant Control</li> <li>d. Disease Control</li> <li>e. Turf Fertilizer – Bahia (two times a year)</li> <li>f. Turf Fertilizer – St. Augustine</li> <li>g. St. Augustine Weed &amp; Feed (twice a year)</li> </ul>	2     2 1 2	\$ <u>170</u>  (as needed, see rates for additional work) (as needed, see rates for additional work) (as needed, see rates for additional work) \$ <u>109</u> \$ <u>53</u> \$ <u>106</u>	\$ <u>340</u>    \$ <u>218</u> \$ <u>53</u> \$ <u>212</u>

	h. St. Augustine Insect Fertilizer combination – (twice a year)	2	\$ <u>121</u>	\$ <u>121</u> <span style="color: purple;">\$ 242</span>
	i. Shade Tree Fertilization (twice a year)	2	\$ <u>109</u>	\$ <u>218</u>
	j. Palm Tree Fertilization (four times a year – see page 27 section #j)	4	\$ <u>55</u>	\$ <u>220</u>
	k. Shrub Fertilization (three times a year – see page 27, section #k)	3	\$ <u>49</u>	\$ <u>147</u>
7	Mulch (three times a year)	3	\$ <u>500</u>	\$ <u>1500</u>
	<b>GRAND TOTAL AREA B #1</b> (Items 1 thru 7)		\$ <u>1518</u>	<del>\$ 1000</del> <u>11,285</u> <span style="color: blue;">NN</span>

**GRAND TOTAL BID PRICE AREA B #1** eleven thousand two hundred eighty five  
Written Amount



## SCHEDULE OF PRICING FOR AREA B #2

**Landscape Maintenance ♦ George Bush Blvd.  
N.E. 8<sup>th</sup> St & W. Atlantic Avenue ♦ Annual Contract  
Bid No. 2015-20**

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Mowing, Line Trimming (4 times month April – Nov) (3 times a month Dec. – March)	44	\$ <u>67</u>	\$ <u>2948</u>
2	Edging (every other mowing cycle)	22	\$ <u>54</u>	\$ <u>1188</u>
3	Weed Control (Shrub Beds) (twice a month)	24	\$ <u>18</u>	\$ <u>432</u>
4	Pruning <ul style="list-style-type: none"> <li>a. Shrubs (once a month)</li> <li>b. Trees &amp; Palms (once a month)</li> <li>d. Accent Trees (every other month)</li> </ul>	12 12 6	\$ <u>24</u> \$ <u>18</u> \$ <u>54</u>	\$ <u>288</u> \$ <u>216</u> \$ <u>324</u>
5	Litter Control (5 days a week - Monday thru Friday)	260	\$ <u>11</u>	\$ <u>2860</u>
6	Chemical Applications <ul style="list-style-type: none"> <li>a. Turf Insecticide Program (twice a year)</li> <li>b. Shrub Insecticide Program</li> <li>c. Fire Ant Control</li> <li>d. Disease Control</li> <li>e. Turf Fertilizer – Bahia (twice a year)</li> <li>f. Turf Fertilizer – St. Augustine</li> <li>g. St. Augustine Weed &amp; Feed (twice a year)</li> </ul>	2    2 1 2	\$ <u>170</u>  (as needed, see rates for additional work) (as needed, see rates for additional work) (as needed, see rates for additional work) \$ <u>109</u> \$ <u>53</u> \$ <u>106</u>	\$ <u>340</u>    \$ <u>218</u> \$ <u>53</u> \$ <u>212</u>

	h. St. Augustine Insect Fertilizer combination	1	\$ <u>121</u>	\$ <u>121</u>
	i. Shade Tree Fertilization (twice a year)	2	\$ <u>109</u>	\$ <u>218</u>
	j. Palm Tree Fertilization (four times a year)	4	\$ <u>55</u>	\$ <u>220</u>
	k. Shrub Fertilization (three times a year)	3	\$ <u>49</u>	\$ <u>147</u>
7	Mulch (three times a year)	3	\$ <u>800</u>	\$ <u>2400</u>
	<b>GRAND TOTAL AREA B #2</b> (Items 1 thru 7)		\$ <u>1818</u>	\$ <u>12,185</u>

**GRAND TOTAL BID PRICE AREA B #2** twelve thousand one hundred eighty five  
Written Amount

**TOTAL BID PRICE FOR AREA B #1:** \$ 11,285

**TOTAL BID PRICE FOR AREA B #2:** \$ 12,185

**GRAND TOTAL BID PRICE FOR AREAS B 1 & 2** \$ 23,470

Vendor Name: L.V. Superior Landscaping, Inc.



## PRICING FOR ADDITIONAL WORK (IF NEEDED) AREA B

**Landscape Maintenance ♦ George Bush Blvd.  
N.E. 8<sup>th</sup> St & W. Atlantic Avenue ♦ Annual Contract  
Bid No. 2013-15**

13a	Sod Replacement (sq. ft. price)	\$ <u>1<sup>00</sup></u> per sq. ft.
13b	Plant & Tree Installation (labor per hour / per man)	\$ <u>100<sup>00</sup></u> per hr. per man
13c	Fertilizing (labor per hour / per man)	\$ <u>30<sup>00</sup></u> per hr. per man
13d	Additional Pest Control (price per 50 gallon application of insecticide)	\$ <u>200<sup>00</sup></u> per 50 gallons
	Additional Pest Control (price per 50 pound application of insecticide)	\$ <u>140<sup>00</sup></u> per 50 pounds
13e	Fire Ant Control (labor per hour / per man)	\$ <u>38<sup>00</sup></u> per hr. per man

### Additional Information

Chemical Applications to be applied by: Protek Pest Control

Florida Certified Pesticide Applications License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
List of current maintenance equipment listed/attached?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
References listed/attached?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Delray Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

*will renew.*

### Deviations from Specifications (if applicable):

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L.V. Superior Landscaping, Inc.  
Contractor's Name

# CITY OF DELRAY

## LIST OF VENDORS EQUIPMENT

***Landscape Maintenance  
Lake Ida Medians  
(Between Congress Avenue & Military Trail)  
(Between Swinton Avenue & I-95)  
George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)  
Annual Contract***

### EQUIPMENT DESCRIPTION

In preparing the tabulation below, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page, if necessary.

- (a) ITEM: Description of equipment.
- (b) USE: Description of what the equipment will be used for in the project.
- (c) MANUFACTURER: Manufacturer of equipment and model number.
- (d) AGE AND CONDITION: Original model year of equipment – if equipment has been rebuilt, year of last overhaul.
- (e) OWNER: Owner of equipment

PLEASE SEE ATTACHED

ITEM	USE	MANUFACTURER	AGE AND CONDITION	OWNER

Vendor Name: \_\_\_\_\_



## **LV Superior Landscaping Equipment List**

### **Trailers**

- (1) 8'x24' Closed
- (1) 7'x16' Closed
- (1) 8'x22' Open
- (1) 7'x16' Open

### **Mowers**

- (3) 72" Hustler
- (2) 66" Hustler
- (7) 60" Hustler
- (3) 36" Hustler
- (1) 60" Dixie Chopper
- (1) 36" Ride Standard
- (4) 36" Walk Behind
- (3) 21" Walk Behind

### **Miscellaneous Equip**

- (14) Weed Eaters
- (13) Edgers
- (10) Blowers
- (12) Hedge Trimmers
- (1 ) Stump Grinder

### **Chainsaws**

- (7) 14" Chainsaw
- (3) 25" Chainsaw
- (5) 18" Chainsaw

### **Trucks**

- (1) 2000 Isuzu Dump Truck
- (1) 1995 GMC Dump Truck
- (1) 1999 Ford F150 King Cab P/U Truck
- (1) 2000 Bob Cat
- (1) 2001 Ford F250 P/U
- (1) 1994 Chevy Pick Up

## PROFESSIONAL REFERENCES

**BID #2015-20**

**Landscape Maintenance**

**Lake Ida Medians (Between Congress Avenue & Military Trail) (Between Swinton Avenue & I-95)**

**George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)**

**Annual Contract**

\*Please complete this page or attach your reference page to this sheet.

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

PLEASE See Attached

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Contractors Name: \_\_\_\_\_



**Company References**  
**LV Superior Landscaping, Inc.**

**The School District of Palm Beach County**

3300 Forest Hill Blvd.

West Palm Beach, FL 33406

T: 561-248-2930 e-mail: david.kroll@palmbeachschools.org

David Kroll, Landscape Sites Technician

Scope of Work: Currently servicing 48 schools lawn service and landscape maintenance\*

Approximately 889 Acres

Dates of Service: November 2007 – present

**Board of County Commissioners**

**Palm Beach County Fire Rescue Stations**

Ernesto Gonzalez – Building Coordinator

50 S. Military Trail, Suite #110

West Palm Beach, FL 33415

T: 561-233-0871 e-mail: exgonzal@co.palm-beach.fl.us

Scope of Work: Currently servicing 15 fire stations landscape and lawn maintenance\*

Approximately 20 Acres

Dates of Service: July 2009 - present

**Indian Trail Improvement District**

13476 61<sup>st</sup> Street North

West Palm Beach, FL 33412

T: 561-793-0874 F: 561-7933716 e-mail: twojnar@indiantrail.com

Wojnar, Director of Parks & Recreation

Scope of work: District Wide Parks Mowing of 9 Parks and Administration Building\*

Approximately 65 Acres

Dates of Service: November 2011 - present

**The Continental Group**

April Narine, LCAM, Community Association Manager

6300 Park of Commerce Blvd

Boca Raton, FL 33487

T: 561-989-5058 F: 561-989-5158 e-mail: anarine@tcgmgt.com

Scope of Work: Landscape and Lawn Maintenance\*

Approximately 30 Acres

Dates of Service: October 2007 – present

**Linehan Builders, Inc.**

13220 55th Street S.

Wellington, Florida 33449

T: 561-792-3999 F: 561-333-9735 e-mail: linehanbuilders@bellsouth.net

Jane Roberts - Administrator

Scope of work: Landscape and lawn maintenance for Linehan Builder's construction projects/properties\*

Approximately 20 Acres

Dates of Service: January 2006 - present

\*Landscape & Lawn Maintenance includes: mowing, edging, line trimming, hedge trimming, maintaining hedges, ornamental shrubs, planters, ground covers: mowing & edging, weed control: chemical, mechanical & hand, policing trash in open & shrub beds, debris disposal, paved surfaces blown clean, trimming and pruning of trees and palms, installation & design of new landscape, pest control, fertilization, mulching.

# CITY OF DELRAY CHECK LIST

***Landscape Maintenance  
Lake Ida Medians  
(Between Congress Avenue & Military Trail)  
(Between Swinton Avenue & I-95)  
George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)  
Annual Contract  
Bid No. 2015-20***

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Check List Form   |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Bid Signature Form  |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Schedule of Pricing (check for accuracy)                  |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Addenda Acknowledgement (if any)                          |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Surety Indemnity / Hold Harmless Agreement                |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Cone of Silence   |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Proof of Insurance (including Worker's Comp & Auto)       |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | List of Equipment   |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Drug Free Workplace Certification                         |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | References  |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Business Tax Receipts                                     |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Pesticide Applicators License                             |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            | Subcontractor Information (if any)                        |
| <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO | Statement of No Bid – (if not responding to this request) |

## STATEMENT OF UNDERSTANDING

I, Marge McQuaid hereby acknowledge and declare that I have read  
(Please print name)

and understand the "Request for Proposal" document in full for Landscape Maintenance Lake Ida Medians (Between Congress Avenue & Military Trail), (Between Swinton Avenue & I-95) and George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue) RFP #2015-20 for the City of Delray Beach and completely understand the requirements and expectation of the.

Vendor Name: L.V. Superior Landscaping, Inc.

Thank you for your interest in the City of Delray Beach



# CITY OF DELRAY BID SIGNATURE FORM

**BID No. 2015-20**

## LANDSCAPE MAINTENANCE

**Lake Ida Medians (Between Congress Avenue & Military Trail) (Between Swinton Avenue & I-95)  
George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)  
Annual Contract**

PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

<b>NAME OF BIDDER</b> ➤ Name as registered with their State of origin	L.V. Superior Landscaping, Inc.
<b>BUSINESS STREET ADDRESS</b> ➤ P.O. Box address not permitted	3811 S. 56 Terrace
<b>CITY, STATE, ZIP CODE</b>	Greenacres, FL 33463

**MAILING ADDRESS:** ☐ Check if same as Business address above.

<b>BUSINESS MAILING ADDRESS</b>	16059 Okeechobee Blvd.
<b>CITY, STATE, ZIP CODE</b>	Loxahatchee, FL 33470
<b>AUTHORIZED SIGNATURE (Written)</b>	Mary. McQuaid
<b>PRINT NAME</b>	Margo McQuaid
<b>TITLE (of person signing form)</b>	Office Manager
<b>DATE</b>	01-27-15
<b>TELEPHONE NUMBER</b>	561-439-8577
<b>FAX NUMBER</b>	561-439-3701
<b>EMAIL ADDRESS</b>	lvsuperiorlandscaping@hotmail.com

<b>VENDOR SERVICE REP FOR ORDER PLACEMENT</b>	<b>NAME</b>	Margo McQuaid
<b>TELEPHONE / CELL NUMBER</b>		561-439-8577 / 561-293-0875
<b>FAX</b>		561-439-3701

<b>EMAIL ADDRESS</b>	lvsuperiorlandscaping@hotmail.com
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# **CITY OF DELRAY**

## **STATEMENT OF "NO" BID**

**BID No. 2015-20**

### **LANDSCAPE MAINTENANCE**

*Lake Ida Medians (Between Congress Avenue & Military Trail) (Between Swinton Avenue & I-95)*

*George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)*

**Annual Contract**

LEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email ([nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com))

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other \_\_\_\_\_

We, the undersigned have declined to bid on Bid No. 2015-20 due to the following reason(s).  
Please indicate below with an "X":

<input type="checkbox"/>	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid
<input type="checkbox"/>	We do not offer this product or an equivalent
<input type="checkbox"/>	Our product schedule would not permit us to perform
<input type="checkbox"/>	Unable to meet specifications
<input type="checkbox"/>	Unable to meet bond requirements
<input type="checkbox"/>	Specifications unclear (explain below)
<input type="checkbox"/>	Other (specify below)

REMARKS / OTHER




**ADDENDUM NO. 1**  
**to**  
**CONTRACT DOCUMENT**

**REQUEST FOR PROPOSAL**  
**LANDSCAPE MAINTENANCE**  
**LAKE IDA MEDIANS (BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**  
**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**

~~BID No. 2014-38~~ *2015-20*  
December 22, 2014

TO ALL BIDDERS AND OTHERS CONCERNED

Contractors submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

**Note:** Mandatory Pre-Bid conference location has been changed from City Hall First Floor Conference Room at 1:00 P.M. on January 07, 2015.

The new Mandatory Pre-Bid conference location Planning and Zoning Conference Room A at 1:00 P.M. on January 07, 2015.

NOTE: Bidders must acknowledge Receipt of this Addendum

Write the words "Addendum No. 1" on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF **ADDENDUM NO. 1** BY SIGNING BELOW AND FAXING BACK TO (561) 243-7166 OR VIA EMAIL [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) AS SOON AS POSSIBLE.

L.V. Superior Landscaping, Inc  
Planholder

Margo McQuaid  
By

01-07-2015  
Date

**ADDENDUM NO. 2**  
to  
**CONTRACT DOCUMENT**

**REQUEST FOR PROPOSAL**  
**LANDSCAPE MAINTENANCE**  
**LAKE IDA MEDIANS (BETWEEN CONGRESS AVENUE & MILITARY TRAIL)**  
**GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)**  
**BID No. 2015-20**

January 7, 2015

TO ALL BIDDERS AND OTHERS CONCERNED

Contractors submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

**1. Replacement Pages**

- a) Correct addendum one => Bid No.
- b) Updated Surety Performance and Payment Bond – Page 23

NOTE: Bidders must acknowledge Receipt of this Addendum

Write the words "Addendum No. 2" on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF **ADDENDUM NO. 1** BY SIGNING BELOW AND FAXING BACK TO (561) 243-7166 OR VIA EMAIL [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) AS SOON AS POSSIBLE.

LV Superior Landscaping, Inc.  
Planholder

Margo McQuaid  
By

01-08-2015  
Date



**ADDENDUM NO. 13**  
to  
**CONTRACT DOCUMENT**

**REQUEST FOR PROPOSAL  
LANDSCAPE MAINTENANCE  
LAKE IDA MEDIANS  
(BETWEEN CONGRESS AVENUE & MILITARY TRAIL)  
(BETWEEN SWINTON AVENUE & I-95)  
GEORGE BUSH BLVD. (N.E. 8TH ST & W. ATLANTIC AVENUE)  
BID No. 2015-20  
January 15, 2015**

**TO ALL BIDDERS AND OTHERS CONCERNED**

Contractors submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

**Revisions to Bid Dates:**

Bid Opening regarding this RFP has been changed from **1:00 P.M. on Wednesday, January 21, 2015**

The new date for the Bid Opening **1:00 P.M. on Wednesday, January 28, 2015**

Question regarding this RFP has been changed from **2:00 P.M. on Wednesday, January 14, 2015**

The new date questions must be delivered in writing via fax (561) 243-7166 or email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) **2:00 P.M. on Wednesday January 21, 2015.** Any questions received after that time will not be addressed

**Modifications:**

Area#2 Lake Ida Medians (Between Swinton Avenue & I-95) has been added

1. **Replacement pages** # 0, 1, 24, 34, 35, 48 (Specifications)  
Please read all information thoroughly
2. **Replacement pages** #38, 39, 40, 41, 42, 43, 44, 45 (Schedule of Pricing)  
Please read all information thoroughly

NOTE: Bidders must acknowledge Receipt of this Addendum

Write the words "Addendum No. 1" on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF **ADDENDUM NO. 1** BY SIGNING BELOW AND  
FAXING BACK TO (561) 243-7166 OR VIA EMAIL [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)  
AS SOON AS POSSIBLE.

L.V. Superior Landscaping, Inc.  
Planholder

Bygo McQuaid  
By

01-27-15  
Date



# **CITY OF DELRAY ATTACHMENTS**

**BID No. 2015-20**

**LANDSCAPE MAINTENANCE**

*Lake Ida Medians*

*(Between Congress Avenue & Military Trail)*

*(Between Swinton Avenue & I-95)*

*George Bush Blvd. (N.E. 8th St & W. Atlantic Avenue)*

*Annual Contract*

⇒ Prior Tab Sheets

**CITY OF DELRAY BEACH  
LANDSCAPE MAINTENANCE  
LAKE IDA ROAD MEDIANS  
(Congress Ave. and Military Trail)**

ITEM #	DESCRIPTION	Annual Quantity	Lawn Wizard USA Inc.	Complete Property Services of South Florida Inc.	Earthly Designs and Resources Inc.
1	Weed Control	24	\$175.00 \$4,200.00	\$225.00 \$5,400.00	No Bid
2	Pruning	12	\$200.00 \$2,400.00	\$600.00 \$7,200.00	No Bid
	a. Shrubs				
	b. Trees & Palms	12	\$160.00 \$1,920.00	\$100.00 \$1,200.00	No Bid
3	Litter Control	260	\$19.60 \$5,096.00	\$5.00 \$1,300.00	No Bid
4	Chemical Applications				
	a. Palm Tree Fertilization	3	\$105.00 \$315.00	\$200.00 \$600.00	No Bid
	b. Shade Tree Fertilization	2	\$140.00 \$280.00	\$250.00 \$500.00	No Bid
	c. Shrub Fertilization	3	\$105.00 \$315.00	\$300.00 \$900.00	No Bid
5	Mulch	3	\$970.00 \$2,910.00	\$850.00 \$2,550.00	No Bid
TOTAL BID PRICE (ACTUAL)			\$17,436.00	\$19,960.00	No Bid
PRICING FOR ADDITIONAL WORK (IF NEEDED)					
6.a.	Plant & Tree Installation (labor per hour/per man)		\$26.00	\$25.00	No Bid
6.b.	Fertilizing (labor per hour/per man)		\$26.00	\$25.00	No Bid
6.c.	Additional Pest Control (price per 50 gallon application of insecticide)		\$180.00	\$100.00	No Bid
6.d.	Additional Pest Control (price per 50 pound application of insecticide)		\$180.00	\$80.00	No Bid
6.e.	Fire Ant Control (labor per hour/per man)		\$26.00	\$25.00	No Bid
Surety Performance / Payment Bond Federal I.D. #			5% 20-2092400	5% 35-210720	No Bid



CITY OF DELRAY BEACH  
 BID #2013-15  
 LANDSCAPE MAINTENANCE - GEORGE BUSH BLVD./N.E. 8TH ST. AND W. ATLANTIC AVE.  
 ANNUAL CONTRACT  
 Date: November 15, 2012

ITEM #	AREA #1 - GEORGE BUSH BLVD. DESCRIPTION	QTY. PER YEAR	Lawn Wizard	LV Superior Landscaping Inc	Complete Property Services of South Florida	Superior Landscaping & Lawn Svc Inc.
1	Mowing, Line Trimming	44	\$50.00 /ea \$2,200.00 /yr	\$60.50 /ea \$2,662.00 /yr	\$75.00 /ea \$3,300.00 /yr	\$121.22 /ea \$5,333.68 /yr
2	Edging	22	\$45.00 /ea \$990.00 /yr	\$49.50 /ea \$1,089.00 /yr	\$40.00 /ea \$880.00 /yr	\$30.00 /ea \$660.00 /yr
3	Weed Control (Shrub Beds)	24	\$15.00 /ea \$360.00 /yr	\$16.50 /ea \$396.00 /yr	\$30.00 /ea \$720.00 /yr*	\$10.00 /ea \$240.00 /yr
4	Pruning					
	a. Shrubs	12	\$20.00 /ea \$240.00 /yr	\$22.00 /ea \$264.00 /yr	\$100.00 /ea \$1,200.00 /yr	\$22.04 /ea \$264.48 /yr
	b. Trees & Palms	12	\$15.00 /ea \$180.00 /yr	\$16.50 /ea \$198.00 /yr	\$75.00 /ea \$900.00 /yr	\$22.04 /ea \$264.48 /yr
	c. Accent Trees	6	\$45.00 /ea \$270.00 /yr	\$49.50 /ea \$297.00 /yr	\$50.00 /ea \$300.00 /yr	\$44.08 /ea \$264.48 /yr
5	Litter Control	260	\$5.00 /ea \$1,300.00 /yr	\$5.50 /ea \$1,430.00 /yr	\$5.00 /ea \$1,300.00 /yr	\$3.00 /ea \$780.00 /yr
6	Chemical Applications					
	a. Turf Insecticide Program (As needed, see rates for additional work)	2	\$140.00 /ea \$280.00 /yr	\$154.00 /ea \$308.00 /yr	\$55.00 /ea \$110.00 /yr	\$64.00 /ea \$128.00 /yr
	b. Shrub Insecticide Program (As needed, see rates for additional work)					
	c. Fire Ant Control (As needed, see rates for additional work)					
	d. Disease Control (As needed, see rates for additional work)					
	e. Turf Fertilizer - Bahia	2	\$90.00 /ea \$180.00 /yr	\$99.00 /ea \$198.00 /yr	\$50.00 /ea \$100.00 /yr	\$91.06 /ea \$182.12 /yr
	f. Turf Fertilizer - St. Augustine	1	\$45.00 /ea \$45.00 /yr	\$48.40 /ea \$48.40 /yr	\$35.00 /ea \$35.00 /yr	\$40.76 /ea \$40.76 /yr
	g. St. Augustine Weed & Feed	2	\$85.00 /ea \$170.00 /yr	\$96.80 /ea \$193.60 /yr	\$65.00 /ea \$130.00 /yr	\$91.06 /ea \$182.12 /yr
	h. St. Augustine Insect Fertilizer combination	2	\$100.00 /ea \$200.00 /yr	\$110.00 /ea \$220.00 /yr	\$80.00 /ea \$160.00 /yr	\$45.00 /ea \$90.00 /yr
	i. Shade Tree Fertilization	2	\$85.00 /ea \$170.00 /yr	\$99.00 /ea \$198.00 /yr	\$50.00 /ea \$100.00 /yr	\$148.95 /ea \$297.90 /yr
	j. Palm Tree Fertilization	4	\$45.00 /ea \$180.00 /yr	\$49.50 /ea \$198.00 /yr	\$75.00 /ea \$300.00 /yr	\$182.12 /ea \$728.48 /yr
	k. Shrub Fertilization	3	\$35.00 /ea \$105.00 /yr	\$44.00 /ea \$132.00 /yr	\$45.00 /ea \$135.00 /yr	\$215.29 /ea \$645.87 /yr
7	Mulch	3	\$125.00 /ea \$375.00 /yr	\$121.00 /ea \$363.00 /yr	\$150.00 /ea \$450.00 /yr	\$366.68 /ea \$1,100.04 /yr
TOTAL BID PRICE FOR AREA #1			\$7,245.00	\$8,195.00	\$10,120.00	\$11,202.41 *

CITY OF DELRAY BEACH  
 BID #2013-15  
 LANDSCAPE MAINTENANCE - GEORGE BUSH BLVD./N.E. 8TH ST. AND W. ATLANTIC AVE.  
 ANNUAL CONTRACT  
 Date: November 15, 2012

AREA #2 - W. ATLANTIC AVENUE		QTY. PER YEAR	Lawn Wizard	LV Superior Landscaping Inc	Complete Property Services of South Florida	Superior Landscaping & Lawn Svc Inc.
ITEM #	DESCRIPTION					
1	Mowing, Line Trimming	44	\$35.00 /ea \$1,540.00 /yr	\$38.50 /ea \$1,694.00 /yr	\$80.00 /ea \$3,520.00 /yr	\$121.27 /ea \$5,333.68 /yr
2	Edging	22	\$45.00 /ea \$990.00 /yr	\$44.00 /ea \$968.00 /yr	\$45.00 /ea \$990.00 /yr	\$30.00 /ea \$660.00 /yr
3	Weed Control (Shrub Beds)	24	\$65.00 /ea \$1,560.00 /yr	\$82.50 /ea \$1,980.00 /yr	\$70.00 /ea \$1,680.00 /yr	\$40.00 /ea \$960.00 /yr
4	Pruning					
	a. Shrubs	12	\$75.00 /ea \$900.00 /yr	\$110.00 /ea \$1,320.00 /yr	\$125.00 /ea \$1,500.00 /yr	\$80.81 /ea \$969.72 /yr
	b. Trees & Palms	12	\$50.00 /ea \$600.00 /yr	\$55.00 /ea \$660.00 /yr	\$75.00 /ea \$900.00 /yr	\$80.81 /ea \$969.72 /yr
	c. Accent Trees	6	\$40.00 /ea \$240.00 /yr	\$49.50 /ea \$297.00 /yr	\$60.00 /ea \$360.00 /yr	\$161.62 /ea \$969.72 /yr
5	Litter Control	260	\$5.00 /ea \$1,300.00 /yr	\$3.30 /ea \$858.00 /yr	\$6.00 /ea \$1,560.00 /yr	\$3.00 /ea \$780.00 /yr
6	Chemical Applications					
	a. Turf Insecticide Program	2	\$90.00 /ea \$180.00 /yr	\$99.00 /ea \$198.00 /yr	\$45.00 /ea \$90.00 /yr	\$50.06 /ea \$100.12 /yr
	b. Shrub Insecticide Program (As needed, see rates for additional work)					
	c. Fire Ant Control (As needed, see rates for additional work)					
	d. Disease Control (As needed, see rates for additional work)					
	e. Turf Fertilizer - Bahia	2	\$90.00 /ea \$180.00 /yr	\$104.50 /ea \$209.00 /yr	\$80.00 /ea \$160.00 /yr	\$91.06 /ea \$182.12 /yr
	f. Turf Fertilizer - St. Augustine	1	\$90.00 /ea \$90.00 /yr	\$104.50 /ea \$104.50 /yr	\$80.00 /ea \$80.00 /yr	\$66.93 /ea \$66.93 /yr
	g. St. Augustine Weed & Feed	2	\$85.00 /ea \$170.00 /yr	\$99.00 /ea \$198.00 /yr	\$110.00 /ea \$220.00 /yr*	\$91.06 /ea \$182.12 /yr
	h. St. Augustine Insect Fertilizer combination	1	\$90.00 /ea \$90.00 /yr	\$104.50 /ea \$104.50 /yr	\$110.00 /ea \$110.00 /yr	\$50.00 /ea \$50.00 /yr
	i. Shade Tree Fertilization	2	\$135.00 /ea \$310.00 /yr	\$214.50 /ea \$429.00 /yr	\$100.00 /ea \$200.00 /yr	\$148.95 /ea \$297.90 /yr
	j. Palm Tree Fertilization	4	\$95.00 /ea \$380.00 /yr	\$101.20 /ea \$404.80 /yr	\$95.00 /ea \$380.00 /yr	\$182.12 /ea \$728.48 /yr
	k. Shrub Fertilization	3	\$150.00 /ea \$450.00 /yr	\$209.00 /ea \$627.00 /yr	\$175.00 /ea \$525.00 /yr	\$215.29 /ea \$645.87 /yr
7	Mulch	3	\$395.00 /ea \$1,185.00 /yr	\$550.00 /ea \$1,650.00 /yr	\$500.00 /ea \$1,500.00 /yr	\$1,103.05 /ea \$3,309.15 /yr
TOTAL BID PRICE FOR AREA #2			\$10,165.00	\$11,701.80	\$13,775.00	\$16,205.53 *
GRAND TOTAL BID PRICE FOR AREAS #1 AND #2			\$17,410.00	\$19,896.80	\$23,895.00	\$27,407.94 *



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PRICING & ADDITIONAL WORK (IF NEEDED)					
ITEM #	DESCRIPTION	Lawn Wizard	LY Superior Landscaping Inc	Complete Property Services of South Florida	Superior Landscaping & Lawn Svc Inc.
13	a. Sod Replacement (sq. ft. price)	\$0.35	\$1.00	\$0.70	\$0.48
	b. Plant & Tree Installation (labor per hour/per man)	\$25.00	\$100.00	\$32.00	\$35.00
	c. Fertilizing (labor per hour/per man)	\$25.00	\$30.00	\$28.00	\$45.00
	d. Additional Pest Control (price per 50 gallon application of insecticide)	\$100.00	\$200.00	\$120.00	\$110.00
	Additional Pest Control (price per 50 pound application of insecticide)	\$120.00	\$140.00	\$95.00	\$90.00
	e. Fire Ant Control (labor per hour/per man)	\$25.00	\$38.00	\$28.00	\$45.00
Comments:					*Bidder error in Area #1 and #2 total
Federal ID #		20-2082400	20-4941314	35-2210720	65-0838100
Addendums Not Issued		N/A	N/A	N/A	N/A
Surety Bond Submitted		ES	YES	YES	YES