

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and All Around Town Properties, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon satisfactory completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: David F. Lorenzo, President
605 West 27th Street
Hialeah, FL 33010

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

All Around Town Properties, Inc.

Witnesses:

[Signature]

Eric J. Baker
(Print or Type Name)

Doreen Grant
DOREEN GRANT
(Print or Type Name)

By: [Signature]

David Lorenzo

President

Business License No. 324-259465

STATE OF FLORIDA

COUNTY OF Broward

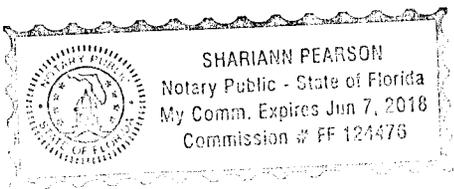
The foregoing instrument was acknowledged before me this 23 day of November, 2015, by David Lorenzo as President of All Around Town Properties Inc a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # L652166704100

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

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2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

"CONTRACTOR"

All Around Town Properties, Inc.

Witnesses:

[Signature]

Eric S. Baker
(Print or Type Name)

Karen Grant
(Print or Type Name)

By: [Signature]

David Lorenzo

President

Business License No. 324-259465

STATE OF FLORIDA

COUNTY OF Broward

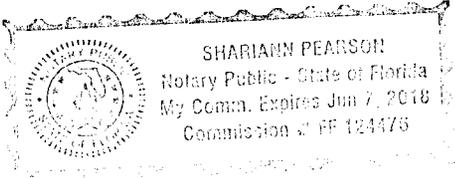
The foregoing instrument was acknowledged before me this 23 day of November, 2015, by David Lorenzo as President of All Around Town Properties, Inc. a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # L652166704100

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit “B”

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance
- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
 - 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

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SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Pre-Bid Conference**

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valued according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury \$100,000.	\$300,000.
_____	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
_____	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
_____	Personal injury	Personal Injury..... \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

- If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
 7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
 8. 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 unless otherwise specified in this bid by the City.
 9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
 10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
 11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,



and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
 - 33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
 - 34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
 - 35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
 - 36. Notice To Contractor
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
 - 37. Costs Incurred by Bidders
All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
 - 38. Public Records
1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
- 34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
 - 35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
 - 36. Notice To Contractor
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No x Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No x

Name & address of company submitting bid:

..... All Around Town Properties, Inc.
..... 605 W 27th St
..... Hialeah, FL Zip: 33010

Federal Employer Identification #: 26-4195988

Business Tax Receipt (B.T.R.) #: 324-259465

B.T.R. Issued By: Broward County
(submit a copy of the B.T.R. with your bid)

(Application in
process. Have
Certificate of
Completion of
Tree Trimmer
Training Program)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: Expires:
(submit a copy of the License with your bid)

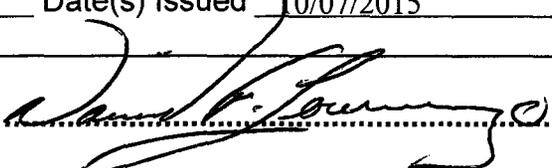
Telephone number: 954-399-3760

"Fax" number: 866-557-7699

Email: info@allarowntownproperties.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 Date(s) Issued 10/07/2015

Manual signature of company officer: 

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑. TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): David F. Lorenzo

Title of signer: President

 Initial

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: n/a

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

 Initial

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

 Initial

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

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3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

 Initial

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CERTIFICATE OF COMPLETION

BASIC TREE PRUNING



DAVID LORENZO

has successfully completed the training program
conducted by the Broward County Extension Education
Division on:

• **February 12, 2014**

Michael DeFina

Identification Number

Commercial Horticulture Agent

16176



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and The Bannerman Group, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Andrey D. Bannerman, President
6600 NW 27 Avenue
Miami, FL 33147

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

The Bannerman Group, Inc.

By: Andy D. Bannerman

Andy D. Bannerman

President

Business License No. CHC1512275

John B. Anthony

SUSAN B. ANTHONY

(Print or Type Name)

Doreen Grant

DOREEN GRANT

(Print or Type Name)

STATE OF FLORIDA

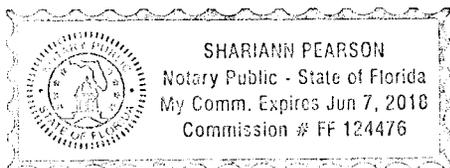
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Andy Bannerman as President of The Bannerman Group Inc. a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # B565 00481 2520

NOTARY'S SEAL:

Shariann Pearson
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and The Bannerman Group, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

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If to City: City of Pompano Beach
City Manager
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Pompano Beach, Florida 33060

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19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

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1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

The Bannerman Group, Inc.

By: Andrey D. Bannerman

Andrey D. Bannerman

President

Business License No. CHC1512275

[Signature]

SUSAN B. ANTHONY

(Print or Type Name)

Doreen Grant

DOREEN GRANT

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Broward

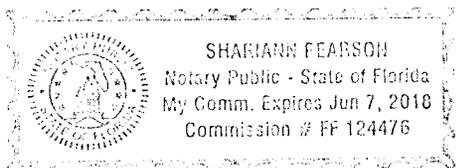
The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Andrey Bannerman as President of The Bannerman Group Inc. a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # B365 00481 0520

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Fearson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name The Bannerman Group, Inc



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Bidder Name The Bannermedia
Group Inc

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

Bidder Name The Bannerman
Group Inc

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valued according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

Bidder Name The Bannerman Group Inc

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury..... \$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury..... \$300,000.	\$300,000.

Bidder Name The Bannerman Group Inc

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

Bidder Name The Bannermen
Group, Inc

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

Bidder Name The Bannerman
Group Inc

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

Bidder Name The Bannerman
Group Inc

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Bidder Name The Bannerman
Group Inc

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Bidder Name The Bannerman
Group Inc

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Bidder Name The Bannerman
Group Inc

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

Bidder Name The Bonnerman Group Inc

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Bidder Name The Bannerman Group Inc.

- Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials
- The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. Manufacturers' Certifications
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. Copyrights and Patent Rights
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. Laws and Regulations
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. Taxes
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. Conflict of Instructions
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. Exceptions to Specifications
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

- are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. Warranties
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. Retention of Records and Right to Access Clause
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. Qualifications/Inspection
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. Anti-collusion Statement
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

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and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify the employees that, as a condition of working on the

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- 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Bidder Name The Bannerman Group Inc

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name The Bannerman Group, Inc

Name & address of company submitting bid:

The Bannerman Group, Inc
6600 N.W. 27 Ave
Miami, FL Zip: 33147

Federal Employer Identification #: 36-4602628

Business Tax Receipt (B.T.R.) #: 6240832

B.T.R. Issued By: Miami-Dade County
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: N/A Expires: N/A
(submit a copy of the License with your bid)

Telephone number: (305) 216-4215

"Fax" number: (305) 974-2334

Email: andre.bannerman@aol.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 Date(s) Issued 10-7-15

Manual signature of company officer: Andrey Bannerman

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Andrey Bannerman

Title of signer: President

Bidder Name The Bannerman Group Inc

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: NA

COMPANY NAME: The Bannerman Group, Inc
ADDRESS: 6600 N.W. 27 Ave Miami, FL
TELEPHONE: (305) 216-4215
SIGNATURE/TITLE: Andy Bannerman / President
DATE: 10-12-15

Bidder Name The Bannerman Group Inc

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

Bidder Name The Bannerman Group Inc

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

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Group Inc

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Bidder Name The Bannerman Group, Inc

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name The Bannerman Group, Inc

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name The Bannerman Group, Inc

* This Contract may not be in an amount greater than **\$25,000.00.**

"CONTRACTOR"

The Bannerman Group, Inc
(Print name of company)

Witnesses:

By: Andrew Bannerman

Print Name: Andrew Bannerman

Title: President

(Print or Type Name)

Business License No. CAC1512875

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 18 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

BANNERMAN, ANDREY DEVON
 THE BANNERMAN GROUP
 3760 NW 172ND TERRACE
 MIAMI FL 33055

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND
 PROFESSIONAL REGULATION

CGC1512875 ISSUED: 08/13/2014

CERTIFIED GENERAL CONTRACTOR
 BANNERMAN, ANDREY DEVON
 THE BANNERMAN GROUP

IS CERTIFIED under the provisions of Ch.489 FS.
 Expiration date : AUG 31, 2016 L1408130001558

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1512875

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2016



BANNERMAN, ANDREY DEVON
 THE BANNERMAN GROUP
 3760 NW 172ND TERRACE
 MIAMI FL 33055



ISSUED: 08/13/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408130001558

000870

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



5982054

BUSINESS NAME/LOCATION
BANNERMAN GROUP INC THE
6600 NW 27 AVE
MIAMI FL 33147

RECEIPT NO.
RENEWAL
6240832

EXPIRES
SEPTEMBER 30, 2016
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
THE BANNERMAN GROUP INC
Worker(s) 2

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1512875

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 09/05/2015
CREDITCARD-15-044278

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

BANNERMAN, ANDREY DEVON
 THE BANNERMAN GROUP
 3760 NW 172ND TERRACE
 MIAMI FL 33055

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 THE BANNERMAN GROUP
 3760 NW 172ND TERRACE
 MIAMI FL 33055



ISSUED: 08/13/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408130001558



Department of Regulatory & Economic Resources
Lien Collection Section
11805 S.W. 26 Street (Coral Way) • Room 230
Miami, Florida 33175-2474
T 786 -315-2521 F 786-315-2547

miamidade.gov

October 25th, 2012

TO WHOM IT MAY CONCERN:

This is to inform you that Miami-Dade County, Department of Regulatory and Economic Resources formerly known as the Building Department, conducted business with The Bannerman Group, Inc. for a few years.

This company was awarded demolition projects by the department and they were dependable and efficient. They completed the demolitions in a satisfactorily manner and on a timely basis leaving the job site clean, properly graded and free of debris.

Whenever, there were unforeseen circumstances which prevented completion of the projects within the given time frames, they will request extensions in a timely manner in an effort to avoid any further delays. They generally manage the projects well, while keeping within the budgeted cost and in accordance with the job specifications.

We will recommend them without reservation for any future projects. Should you require any further information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jemene Seemungal". The signature is written in a cursive style with a large, sweeping flourish at the end.

Jemene Seemungal
Enforcement Collections Contracts Supervisor
Lien Section



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Creative Lawn Maintenance LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: David Brown, Managing Member
2900 NW 6th Court
Pompano Beach, FL 33069

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Creative Lawn Maintenance LLC

Witnesses:

Chakka McFadden

Chakka McFADDEN
(Print or Type Name)

Doreen Grant
DOREEN GRANT
(Print or Type Name)

By David Brown

David Brown

Managing Member

Business License No. L 11000139165

STATE OF FLORIDA

COUNTY OF Broward

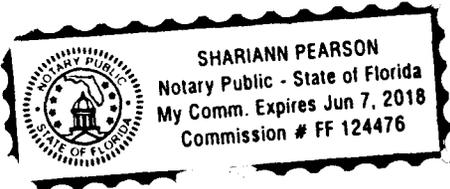
The foregoing instrument was acknowledged before me this 23 day of November, 2015 by David Brown as managing member of Creative Lawn Maintenance a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification.

B650165662991

NOTARY'S SEAL:

Shariann Pearson
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number _____

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Creative Lawn Maintenance LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.
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The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

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1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Creative Lawn Maintenance LLC

Witnesses:

Chakka McFadden

Chakka McFadden

(Print or Type Name)

Doreen Grant

DOREEN GRANT

(Print or Type Name)

By David Brown

David Brown

Managing Member

Business License No. L 77000139165

STATE OF FLORIDA

COUNTY OF Broward

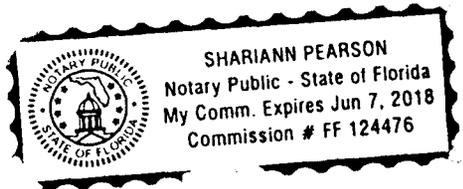
The foregoing instrument was acknowledged before me this 23 day of November, 2015 by David Brown as managing member of Creative Lawn Maintenance a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # B65C 165 166 2991

NOTARY'S SEAL:

Shariann Pearson
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

Exhibit “A”

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor’s responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2”) and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10’). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2”) measured four and a half feet (4 1/2’) above grade and a height exceeding seven feet (7’).
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
_____	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
_____	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
_____	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name Reactive Lawn Mowing

	City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060
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BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Pre-Bid Conference**

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

Bidder Name Creative Lawn Maintenance

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury.....\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage\$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined.....\$300,000.	\$300,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury.....\$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

Bidder Name

Creative Lawn Maintenance

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

- and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. **Interpretations**
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. **Failure to Respond**
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. **Bid Tabulations**
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. **Assignment**
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. **Termination for Convenience of City**
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

- notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. **Public Entity Crimes**
- In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **Governing Procedures**
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. **Identical Tie Bids**
- In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:
- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. **Invoicing/Payment**
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. **Optional Contract Usage**
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. **Non Discrimination**
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. **Notice To Contractor**
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. **Costs Incurred by Bidders**
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. **Public Records**
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
34. **Optional Contract Usage**
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. **Non Discrimination**
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. **Notice To Contractor**
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Bidder Name CELANESE LAWN MAINTENANCE

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name CREATIVE LAWN MAINT.

Name & address of company submitting bid:

CREATIVE LAWN MAINTENANCE, LLC
2900 N.W. 64th COURT
POMPAUD BEACH, FL Zip: 33069

Federal Employer Identification #: 45-4121241

Business Tax Receipt (B.T.R.) #: _____

B.T.R. Issued By: CITY OF POMPAUD BEACH
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: _____ Expires: _____
(submit a copy of the License with your bid)

Telephone number: 954-268-8001

"Fax" number: _____

Email: clm.greenergrass@gmail.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: David E Brown

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): DAVID E BROWN

Title of signer: OWNER OPERATOR

Bidder Name CREATIVE LAND MOWER

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name CREATIVE LAWN MAINTENANCE

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name CREATIVE LAWN MAINTENANCE

*** This Contract may not be in an amount greater than \$25,000.00.**

“CONTRACTOR”

Witnesses:

(Print or Type Name)

(Print or Type Name)

(Print name of company)

By: _____
Print Name: _____
Title: _____

Business License No. _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: CREATIVE LAWN MAINTENANCE

Receipt #: 324-245921
Business Type: LAWN MAINTENANCE/LANDSCAPE (LAWN SERVICE)

Owner Name: DAVID E BROWN
Business Location: 2900 NW 6TH CT
POMPANO BEACH
Business Phone: 850 370 6629

Business Opened: 12/30/2011
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

1

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID E BROWN
2900 NW 6 CT
POMPANO BCH, FL 33069

Receipt #03A-13-00010670
Paid 09/16/2014 33.00

2014 - 2015



City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

15-00071006

2014-2015

NEW

RENEWAL

OWNER

CREATIVE LAWN MAINTENANCE LLC

DATE ISSUED 9/17/14

ACCOUNT NO.

444819

REGISTRATION FEE 60.78

BUSINESS NAME

CREATIVE LAWN MAINTENANCE LLC

DELINQUENT CHG. 0.00

LOCATION

2900 NW 4 ST

TRANSFER FEE 0.00

CLASSIFICATION

LAWN MAINTENANCE & TRUCKS

TOTAL AMOUNT PAID 60.78

CREATIVE LAWN MAINTENANCE LLC

2900 NW 4 ST

POMPANO BEACH FL 33069

EFFECTIVE DATE

OCTOBER 1

EXPIRATION DATE

SEPTEMBER 30

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS
BUSINESS TAX RECEIPT TO PUBLIC VIEW AT
BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE
CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/30/15

PRODUCER
JUST INSURANCE
290 N STATE ROAD 7
MARGATE, FL 33063
Phone: (954) 974-2407 Fax: (954) 974-1805

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
CREATIVE LAWN MAINTENANCE LLC
2900 NW 6TH COURT
POMPANO BEACH, FL 33064
Phone: (850) 370-6629

INSURER A: Lloyds of London
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGE

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CIBFL0009357	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE(Any one fire) \$ 100,000
					MED EXP(Any one person) \$ 5,000
					PERSONAL AND ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ Included
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input 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) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
LAWN SERVICE AND LANDSCAPE GARDENING : Landscaping; Lawn care;

CERTIFICATE HOLDER

ADDITIONAL INSURED:INSURED LETTER:

CANCELLATION

CITY OF FT LAUDERDALE-BID # 83311185
100 W ANDREWS AVE, SUITE 619
FT LAUDERDALE, FL 33301
Faxed to:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/30/15

PRODUCER
JUST INSURANCE
290 N STATE ROAD 7
MARGATE, FL 33063
Phone: (954) 974-2407 Fax: (954) 974-1805

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INSURED
CREATIVE LAWN MAINTENANCE LLC
2900 NW 6TH COURT
POMPANO BEACH, FL 33064
Phone: (850) 370-6629

INSURER A: Lloyds of London
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGE

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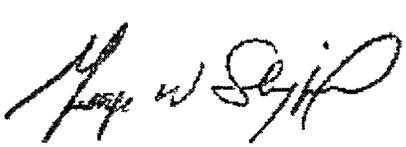
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	PERSONAL AND ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COMP/OP AGG \$ Included				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDROUSMENT/SPECIAL PROVISIONS
LAWN SERVICE AND LANDSCAPE GARDENING : Landscaping; Lawn care;

CERTIFICATE HOLDER **ADDITIONAL INSURED**:INSURED LETTER: **A** **CANCELLATION**

CITY OF FORT LAUDERDALE, BID # 543-11356
100 W ANDREWS AVE., SUITE 619
FT LAUDERDALE, FL 33301
Faxed to:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 18 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

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Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Crodon, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Rodger Crouse, President
11767 S. Dixie Highway #429
Miami, FL 33173

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of November, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Crodon, Inc.

Witnesses:

Clare Donnelly
Claire Donnelly

(Print or Type Name)

Elizabeth Jimenez

(Print or Type Name)

By: Rodger Crouse

Rogder Crouse

President

Business License No. 20-8252887

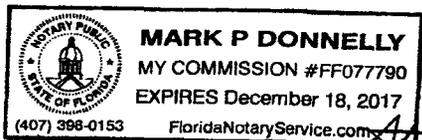
STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me this 22 day of November, 2015, by Rodger Crouse as President of Crodon Inc, a Florida corporation on behalf of the corporati Driver Licence (type of identification) as identification.

NOTARY'S SEAL:

Mark Donnelly
NOTARY PUBLIC, STATE OF FLORIDA



Mark Donnelly
(Name of Acknowledger Typed, Printed or Stamped)

FF077790
Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Crodon, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Rodger Crouse, President
11767 S. Dixie Highway #429
Miami, FL 33173

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of November, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Crodon, Inc.

Witnesses:

Mark Donnelly
Claire Donnelly

(Print or Type Name)

Elizabeth Jimenez

(Print or Type Name)

By: Rodger Crouse

Rodger Crouse

President

Business License No. 20-8252887

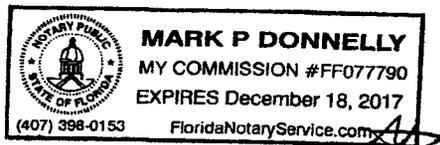
STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me this 22 day of November, 2015, by Rodger Crouse as President of Crodon Inc, a Florida corporation on behalf of the corporation Driver Licence (type of identification) as identification.

NOTARY'S SEAL:

Mark Donnelly
NOTARY PUBLIC, STATE OF FLORIDA



Mark Donnelly
(Name of Acknowledger Typed, Printed or Stamped)

FF077790
Commission Number

l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit "A-1"

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit “A-1”

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility’s supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City’s Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident)..... \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined \$300,000.	\$300,000.
XXXX	Non-owned		

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

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SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

<u>Type of Insurance</u>		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury \$100,000.	\$300,000.
___	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
___	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
___	liquor legal (if items are sold)	Combined \$300,000.	\$300,000.
XXXX	independent contractors		
___	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

Bidder Name Cradock Inc

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

Bidder Name Crodon Inc

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

6. Delivery

If there is an error in extensions (mathematical calculations), unit prices will prevail.

 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

 Initial

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Bidder Name Crodon Inc

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015/s.f.</u>
Hedge cutting and trimming:	\$ <u>0.30/c.f.</u>
Removal of dense overgrowth:	\$ <u>0.15/s.f.</u>
Tree trimming up to 10 feet:	\$ <u>0.15/s.f.</u>
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00/each</u>
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00/each</u>
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00/l.f.</u>
Stump grinding	\$ <u>150.00/each</u>
Debris pick up (over 2 cubic yards):	\$ <u>10.00/c.y.</u>
Leveling off of fill or similar material:	\$ <u>20.00/c.y.</u>

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name Crodow Inc

Name & address of company submitting bid:

Crodow Inc
11767 S Dixie Hwy #429
Miami FL Zip: 33156

Federal Employer Identification #: 20-8252887

Business Tax Receipt (B.T.R.) #: 189C-23938 TREE TRIMMING

B.T.R. Issued By: YES A946
(submit a copy of the B.T.R. with your bid) CLASS A

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: A946 CLASS A Expires: 12-31-15
(submit a copy of the License with your bid)

Telephone number: 305-794-7499

"Fax" number: 305-274-1550

Email: CMD590@comcast.net

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: Mark P Donnelly

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑ TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): MARK P DONNELLY

Title of signer: V.P.

Bidder Name Crodow Inc

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: _____

COMPANY NAME: Crodow Inc
ADDRESS: 11767 S. Dixie Hwy #429 Miami FL
TELEPHONE: 305-794-7499 33156
SIGNATURE/TITLE: [Signature]
DATE: 10-8-15

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 8 day of 10, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____ hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Creodow Inc services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be OPEN, 20 . Contractor shall commence services for the City and continue operation through OPEN, 20 .

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

Bidder Name CRODOW Inc

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on PER JOB.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

Crodow Inc
11767 S Dixie Hwy #429
Miami FL 33156

If to City:

City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Bidder Name Crodon Inc

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Rodger Crouse

By: _____
LAMAR FISHER, MAYOR

Bidder Name Crodow Inc

Rodger Crouse

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

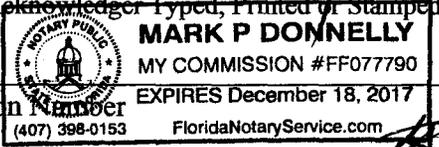
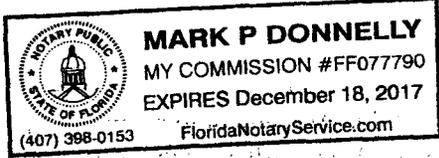
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of 10, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA
Mark P Donnelly

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

Bidder Name Crodow Inc

* This Contract may not be in an amount greater than \$25,000.00.

"CONTRACTOR"

Crodow Inc
(Print name of company)

Witnesses:

Claire Donnelly
(Print or Type Name)

By: Rodger Crowe

Print Name: Rodger Crowe

Title: PRES

Business License No. 208252887

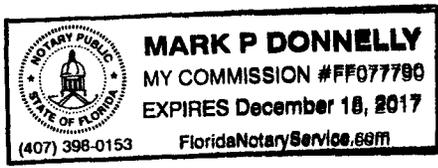
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 8 day of 10, 2015, by Rodger Crowe as President of Crodow Inc, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced DRIVERS LIC (type of identification) as identification.

NOTARY'S SEAL:



Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA
Mark P Donnelly
(Name of Acknowledger Typed, Printed or Stamped)



International Society of Arboriculture

Certified Arborist™

Rodger K. Crouse

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist™

Skip Kincan

Certification Board, Chair
International Society of Arboriculture

Jim Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

FL-0632A	Nov 17, 2001	Dec 31, 2016
Certificate Number	Certified Since	Expiration Date

Florida Profit Corporation CRODON, INC.

Filing Information

Document Number P07000007353 FEI/EIN Number 20-8252887 Date Filed 01/17/2007 State FL
Status ACTIVE Last Event CANCEL ADM DISS/REV Event Date Filed 10/01/2009 Event
Effective Date NONE

Principal Address

11767 S. DIXIE HIGHWAY
#429
MIAMI, FL 33173

Changed: 02/22/2008

Mailing Address

11767 S. DIXIE HIGHWAY
#429
MIAMI, FL 33173

Changed: 02/22/2008

Registered Agent Name & Address DONNELLY, MARK P

10900 SW 105 AVENUE
MIAMI, FL 33176

Officer/Director Detail **Name & Address**

Title VP

DONNELLY, MARK P
10900 SW 105 AVENUE
MIAMI, FL 33176

Title P

CROUSE, ROGER
22975 SW 182 AVENUE
MIAMI, FL 33170

Annual Reports

Report Year Filed Date

2013	06/11/2013
2014	01/12/2014
2015	01/08/2015

Document Images

[01/08/2015 -- ANNUAL REPORT View image in PDF format](#)

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[04/11/2012 -- ANNUAL REPORT View image in PDF format](#)

04/06/2011 -- ANNUAL REPORT View image in PDF format

04/01/2010 -- ANNUAL REPORT View image in PDF format

10/01/2009 -- REINSTATEMENT View image in PDF format

02/22/2008 -- ANNUAL REPORT View image in PDF format

01/17/2007 -- Domestic Profit View image in PDF format



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Gwen's Landscaping & Lawn Services, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Hortensa Ming, President
2945 W. Broward Blvd.
Fort Lauderdale, FL 33312

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Gwen's Landscaping & Lawn Services, Inc.

Witnesses:

[Handwritten Signature]

NICOLE HENRY
(Print or Type Name)

[Handwritten Signature]

Valerie INRIGHT
(Print or Type Name)

By: *[Handwritten Signature]*

Hortensa Ming

President

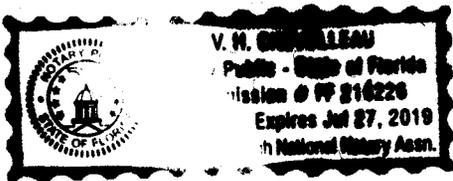
Business License No. 324-270045

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by HORTENSA MING as PRESIDENT of GWEN'S LANDSCAPING & LAWN SERVICES INC a Florida corporation on behalf of the corporation. He/she is personally known to me ~~or who has produced~~ _____ (type of identification) as identification.

NOTARY'S SEAL:

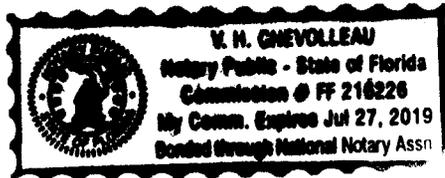


[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract



SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Gwen's Landscaping & Lawn Services, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Hortensa Ming, President
2945 W. Broward Blvd.
Fort Lauderdale, FL 33312

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

"CONTRACTOR"

Gwen's Landscaping & Lawn Services, Inc.

Witnesses:

[Signature]

NICOLE HENRY
(Print or Type Name)

[Signature]
YVETTE INRIGHT
(Print or Type Name)

By: [Signature]

Hortensa Ming

President

Business License No. 324-270045

STATE OF FLORIDA

COUNTY OF BROWARD

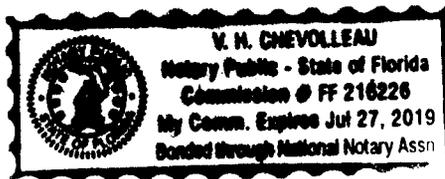
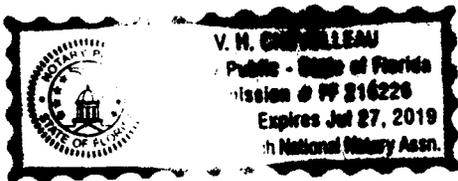
The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by HORTENSA MING as PRESIDENT of GWEN'S LANDSCAPING & LAWN SERVICES INC Florida corporation on behalf of the corporation. He/she is personally known to me ~~or who has~~ ~~produced~~ _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

Exhibit “A”

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2”) and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10’). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2”) measured four and a half feet (4 1/2’) above grade and a height exceeding seven feet (7’).
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit “B”

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name *Gwen's LANDSCAPING & LAWN SERVICES, INC.*
(*HORTENSA MING*)



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury.....\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage\$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined\$300,000.	\$300,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury.....\$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

GWEN'S LANDSCAPING
& LAWN SERVICES,
Bidder Name _____ F.N.C.
(HORTENSA MING)

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Bidder Name GIWEN'S LANDSCAPING & LAWN SERVICES, INC.
(HORTENSA MING)

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

GWEN'S LANDSCAPING
Bidder Name is LAWN SERVICES,
INC.
(HORTENSA MING)

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in all of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in all of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

Gwen's landscaping
Bidder Name *Lawn Services, Inc.*
~~John~~ *(Hortensa Ming)*

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

- Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials
- The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. Manufacturers' Certifications
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. Copyrights and Patent Rights
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. Laws and Regulations
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. Taxes
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. Conflict of Instructions
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. Exceptions to Specifications
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

- are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. Warranties
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. Retention of Records and Right to Access Clause
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. Qualifications/Inspection
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. Anti-collusion Statement
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

- and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

- notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:
- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
- 34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
- 36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
- 38. Public Records
 - 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

- 34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
- 36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Gulen's Landscaping
Bidder Name & Lawn Services, Inc.
(Hortensa Ming)

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position HORTENSA MING, PRESIDENT

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Gwen's Landscaping &
Bidder Name Lawn Services, Inc.
(Hortensa Ming)

Name & address of company submitting bid:

Gwen's Landscaping & Lawn Services, Inc
2945 W. Broward Blvd
Fort Lauderdale Zip: 33312

Federal Employer Identification #: 47-4343610

Business Tax Receipt (B.T.R.) #: 324-270045

B.T.R. Issued By: BROWARD COUNTY
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

(IN the ~~PERMITS~~ PROCESS)
Tree Trimmers License #: _____ Expires: _____
(submit a copy of the License with your bid)

Telephone number: 954 513-8137

"Fax" number: _____

Email: gwenslandscaping@yahoo.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: Ming

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): HORTENSA MING

Title of signer: PRESIDENT

STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

Gwen's Landscaping &
Bidder Name Lawn Services, Inc.
(Hortensa Ming)

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Gwen's Landscaping & Lawn Services, Inc.
HORTENSA MING
2945 West Broward Blvd.
Fort Lauderdale

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

Gwen's Landscaping &
Bidder Name *Lawn Services Inc.*
(Hortensa Ming)

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

Bidder Name Gwen's Landscaping & Lawn Services, Inc.
(HORTENSA MING)

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Gwen's Landscaping
Bidder Name *& Lawn Services, Inc*
(Hortensa Ming)

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

Ewen's Landscaping & Lawn Services, Inc.
Bidder Name *Lawn Services, Inc.*
(HORTENSA MING)

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name Gwen's Landscaping & Lawn Services, Inc
(HORTENSA MING)

* This Contract may not be in an amount greater than \$25,000.00.

"CONTRACTOR"

Gwen's Landscaping & Lawn Services, Inc.
(Print name of company)

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____

Print Name: HORTENSA MING

Title: President

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: GWENS LANDSCAPING & LAWN SERVICES
 INC

Receipt #: 324-270045
Business Type: LAWN MAINTENANCE/LANDSCAPE
 (LAWN SERVICES)

Owner Name: HORTENSA MING
Business Location: 2945 W BROWARD BLVD
 FT LAUDERDALE
Business Phone: 954-513-8137

Business Opened: 06/24/2015
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

1

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 HORTENSA MING
 2945 W BROWARD BLVD
 FORT LAUDERDALE, FL 33312

Receipt # 10B-14-00011751
Paid 09/30/2015 33.00

2015 - 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2015

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 Hiscox Inc. 520 Madison Avenue, 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): 855-970-8255 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc. 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED GWEN'S LANDSCAPING & LAWN SERVICES INC 2945 WEST BROWARD BLVD Fort Lauderdale FL 33312		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	32166372	06/23/2015	06/23/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input 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) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER
 GWEN'S LANDSCAPING & LAWN SERVICES INC
 2945 WEST BROWARD BLVD
 Fort Lauderdale
 FL
 33312
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and IRF Irrigation LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Elloeen Coker, Manager
2331 North State Road 7 (441), Suite #203
Lauderhill, FL 33313

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be



subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not



operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

IRF Irrigation LLC

Witnesses:

Sylvia McBean

Sylvia McBean
(Print or Type Name)

Armando Castro

Armando Castro
(Print or Type Name)

By: [Signature]

Elloeen F. Coker

Managing Member

Business License No. 11-3648917

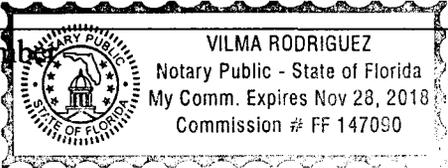
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Elloeen F. Coker as Managing Member of IRF IRRIGATION, LLC, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Vilma Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____


l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and IRF Irrigation LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

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7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

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If to Contractor: Elloeen Coker, Manager
2331 North State Road 7 (441), Suite #203
Lauderhill, FL 33313

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

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15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be



subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CONTRACTOR"

IRF Irrigation LLC

Witnesses:

By: *[Signature]*

Sylvia McBean

Elloeen F. Coker

Sylvia McBean
(Print or Type Name)

Managing Member

Armando Castro

Business License No. 11-3648917

Armando Castro
(Print or Type Name)

STATE OF FLORIDA

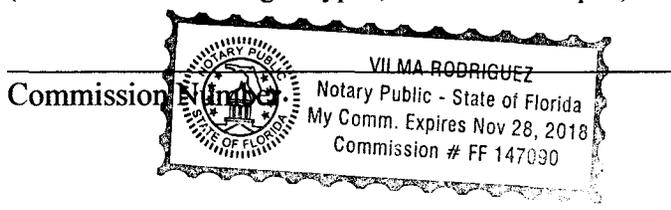
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Elloeen F. Coker as Managing Member of IRF IRRIGATION, LLC, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Vilma Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)



l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit "A-1"

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit "C"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

Bidder Name LAUDERHILL, FL 33313

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX comprehensive form			
XXXX premises - operations	Bodily Injury.....	\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage	\$100,000.	\$300,000.
_____ underground hazard	-- or --		
XXXX products (if items are sold)	Bodily Injury and		
XXXX contractual insurance	Property Damage		
_____ liquor legal (if items are sold)	Combined	\$300,000.	\$300,000.
XXXX independent contractors			
_____ Personal injury	Personal Injury.....	\$300,000.	\$300,000.

Bidder Name _____

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

- 24. **Reservation for Rejections and Award**

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

- 25. **Interpretations**

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

- 26. **Failure to Respond**

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

- 27. **Bid Tabulations**

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

- 28. **Assignment**

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

- 29. **Termination for Convenience of City**

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

- 30. **Public Entity Crimes**

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 31. **Governing Procedures**

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

- 32. **Identical Tie Bids**

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:
 - 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3**

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position N/A

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Name & address of company submitting bid:

IRF Irrigation LLC
2331 N State Rd 7, Suite 203
Lauderhill Zip: 33313

Federal Employer Identification #: 11-3648917

Business Tax Receipt (B.T.R.) #: 189C-485 \$ 324-1934

B.T.R. Issued By: Broward County
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: B-589 Expires: 8/31/2016
(submit a copy of the License with your bid)

Telephone number: 954-486-4802

"Fax" number: 954-484-0933

Email: mmb@irf Irrigation LLC.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 Date(s) Issued 10-7-15

Manual signature of company officer: 

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑. TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): ELLEEN COKER

Title of signer: 

STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and IRF Irrigation LLC, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Ellsben Coker
IRF IRRIGATION LLC
2331 N STATE RD 7 STE # 203
LAUDERHILL, FL 33313

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

* This Contract may not be in an amount greater than \$25,000.00.

“CONTRACTOR”

IRF IRRIGATION LLC
(Print name of company)

Witnesses:

Armando Castro

Armando Castro
(Print or Type Name)

E. Coker
(Print or Type Name)

By: *Eloren Coker*

Print Name: Eloren Coker

Title: MANAGING MEMBER

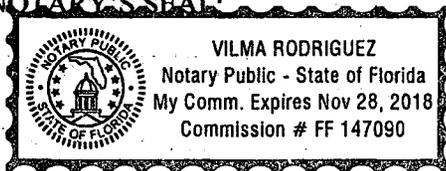
Business License No. 8466

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of OCTOBER, 2015, by ELOREN COKER as MANAGING MEMBER of IRF IRRIGATION, LLC, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Vilma Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

Vilma Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

FF 147090
Commission Number

Client#: 56676

IRFIR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/02/2015

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 Advanced Insurance Unds, LLC 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: Certificate Department
	PHONE (A/C, No, Ext): 954 963-6666 FAX (A/C, No): 9549641438 E-MAIL ADDRESS: Certificateofinsurance@advancedins.com
INSURED I.R.F Irrigation LLC, IRF Irrigation, Landscaping, & Maint, LLC/Coker's Ent, Inc 2331 N State Rd 7, Ste #203 Lauderdale Lakes, FL 33313-3772	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Travelers Indemnity Co. of Conn 25682
	INSURER B: St. Paul Fire & Marine Insuranc 24767
	INSURER C: Technology Insurance Company 42376
	INSURER D: Essex Insurance Company 39020
	INSURER E: Old Dominion Insurance Company 40231
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		I6601357C544TCT15	01/24/2015	01/24/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	AUTOMOBILE LIABILITY			B1T4884S	06/14/2015	06/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$100,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP12R9752515NF	02/02/2015	02/02/2016	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$2,000,000
	DED: <input checked="" type="checkbox"/> RETENTION \$10000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	TWC3444278	12/09/2014	12/09/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Equipment Floater Rented/Leaed Eqp Deductibles			4IM11559	02/10/2015	02/10/2016	\$146,000 Scheduled \$40,000 Agg per piece 5% Wind/\$1,000 AOP

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End #CGD248 (08/05)
 Certificate Holder is an additional insured.

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060-6099	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Advanced Insurance Underwriters, LLC</i>

CERTIFICATE OF COMPETENCY

BROWARD

COLLEGE

ELLOEEN COKER



TREE TRIMMER " B " CERTIFICATION

IRF IRRIGATION LANDSCAPING & MAINT., LLC

OWNER AND TRAINED EMPLOYEE

CC# B-589

Ref. 20001368

Expires 8/31/2016

Ctrl# 14-17903

CERTIFICATE OF COMPETENCY

BR **WARD**

FLORIDA

KALEEL A. COKER



**SPEC. PLUMBING-LAWN SPRINKLER
IRF IRRIGATION LLC**

**CC# 04-CLS-743-R
Expires 8/31/2016**

**Ref. 13311299
Ctrl# 14-6054**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: IRF IRRIGATION LANDSCAPING LLC

Receipt #: 189C-485
Business Type: TREE TRIMMING/TREE MAINTENANCE
(TREE TRIMMING)

Owner Name: ELLOEEN COKER
Business Location: 2331 N STATE RD 7 203
LAUDERHILL
Business Phone: 954-484-0992

Business Opened: 11/03/2008
State/County/Cert/Reg: B-589
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
8

Tax Amount	For Vending Business Only				Collection Cost	Total Paid
	Transfer Fee	NSF Fee	Penalty	Vending Type:		
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

IRF IRRIGATION LANDSCAPING LLC
2331 N STATE RD 7 STE 203
LAUDERHILL, FL 33313

Receipt # 01A-14-00010410
Paid 09/29/2015 27.00

2015 - 2016

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Precision Cuts Lawn Care and Maintenance Services, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: James M. Rogers, President
2637 East Atlantic Boulevard 140
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Precision Cuts Lawn Care and Maintenance Services, Inc.

Witnesses:

[Signature]

(Print or Type Name)

Brianna Munday
(Print or Type Name)

By: James M. Rogers

James M. Rogers

President

Business License No. 261600526

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015 by James Rogers as President of Precision Cuts Lawn Care and Maintenance a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (type of identification) as identification.

NOTARY'S SEAL:



ERICA FREDERICK
MY COMMISSION # FF 153585
EXPIRES: September 30, 2018
Bonded Thru Budget Notary Services

Erica Frederick
NOTARY PUBLIC, STATE OF FLORIDA

Erica Frederick
(Name of Acknowledger Typed, Printed or Stamped)

FF 153585

Commission Number



ERICA FREDERICK
MY COMMISSION # FF 153585
EXPIRES: September 30, 2018
Bonded Thru Budget Notary Services

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Precision Cuts Lawn Care and Maintenance Services, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: James M. Rogers, President
2637 East Atlantic Boulevard 140
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

“CONTRACTOR”

Precision Cuts Lawn Care and Maintenance Services, Inc.

Witnesses:

[Signature]

(Print or Type Name)

Brianna Murdock
(Print or Type Name)

By: James M. Rogers

James M. Rogers

President

Business License No. 261600526

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015 by James Rogers as President of Precision Cuts Lawn Care and Maintenance a

Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (type of identification) as identification.

NOTARY'S SEAL:



ERICA FREDERICK
MY COMMISSION # FF 153585
EXPIRES: September 30, 2018
Bonded Thru Budget Notary Services

Erica Frederick
NOTARY PUBLIC, STATE OF FLORIDA

Erica Frederick
(Name of Acknowledger Typed, Printed or Stamped)

FF 153585

Commission Number



ERICA FREDERICK
MY COMMISSION # FF 153585
EXPIRES: September 30, 2018
Bonded Thru Budget Notary Services

l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit “C”



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name Precision Cuts
Lawn Care Inc



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Pre-Bid Conference**

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Bidder Name Precision Cuts
Lawn Care Inc

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

Bidder Name Precision Cuts
Lawn Care Inc

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
_____	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
_____	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
_____	Personal injury	Personal Injury..... \$300,000.	\$300,000.

Bidder Name Precision Cuts
Lawn Care Inc

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

Bidder Name Precision Cuts
Lawn Care Inc

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

Bidder Name Precision Cuts
Lawn Care Inc

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. **Miscellaneous Criteria**

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

Bidder Name Precision Cuts
Lawn Care Inc

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Bidder Name *Precision Cuts
Lawn Care Inc*

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Bidder Name Precision Cuts
Lawn Care Inc

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Bidder Name Precision Cuts
Lawn Care Inc

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

Bidder Name Precision Cuts
Lawn Care Inc

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

 Initial

Bidder Name

Precision Cut
Lawn Care Inc

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

Bidder Name Precision Aesthetics
Lawn Care Inc

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify the employees that, as a condition of working on the

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Bidder Name Precision Cuts
Lawn Care Inc

- 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

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Bidder Name Precision Cuts
Lawn Care Inc

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name Precision Cuts
Lawn Care Inc

Name & address of company submitting bid:

Precision Cuts Lawn Care Inc
2637 E Atlantic Blvd #140
Pompano Beach FL zip: 33062

Federal Employer Identification #: 261600526

Business Tax Receipt (B.T.R.) #: 324-235720

B.T.R. Issued By: Broward County Local Business
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: _____ Expires: _____
(submit a copy of the License with your bid)

Telephone number: 954. 601. 7898

"Fax" number: _____

Email: precisioncuts1cms@gmail.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: James Rogers

IMPORTANT!!! – SIGN IN BOX ABOVE ↑. TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): James Rogers

Title of signer: Owner of Company

Bidder Name Precision Cuts
Lawn Care Inc

STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: _____

COMPANY NAME: Precision Cuts Lawn Care Inc
ADDRESS: 2637 E Atlantic Blvd #140 ^{Pompano Beach} FL 33062
TELEPHONE: 954 601 7898
SIGNATURE/TITLE: James Rogers
DATE: 10/13/15

 Initial

Bidder Name Precision Cuts
Lawn Care Inc

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 13th day of October 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Precision Cuts Lawn Care Inc, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** City hereby contracts with Contractor to provide Lawn Care S services upon the terms and conditions herein set forth

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for a one (1) year period. The start of this Agreement shall be October, 2015. Contractor shall commence Lawn care services for the City and continue operation through October, 2016.

5. **Renewal.** In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

Bidder Name Precision Cuts
Lawn Care Inc

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Precision Cuts Lawn Care Inc.
2637 E Atlantic Blvd # 140
Pompano Beach FL 33062

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

Bidder Name Precision Cuts
Lawn Care Inc

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

Bidder Name Praxisin Cuts
Lawn Care Inc

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Bidder Name Precision Cuts
Lawn Care Inc

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

 Initial

Bidder Name Precision Cuts
Lawn Care Inc

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

 Initial

Bidder Name Precision Cuts Lawn Care Inc

* This Contract may not be in an amount greater than **\$25,000.00.**

"CONTRACTOR"

Precision Cuts Lawn Care Inc
(Print name of company)

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: J Rogers

Print Name: James Rogers

Title: Owner

Business License No. 324-235720

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and R & A Woods Enterprises, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Robert Woods, President
341 NE 25th Street
Pompano Beach, FL 33064

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

R & A Woods Enterprises, Inc.

By: Robert Woods

Robert Woods

President

Business License No. 189C - 234896

Basal - Foster

(Print or Type Name)

Cassandra Davis

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Robert Woods as President of R & A Woods Enterprises, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced DL (type of identification) as identification.

NOTARY'S SEAL:



Lashaunda J. Moses
NOTARY PUBLIC, STATE OF FLORIDA
Lashaunda J. Moses
(Name of Acknowledger Typed, Printed or Stamped)
FF122484
Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and R & A Woods Enterprises, Inc., a Florida Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Robert Woods, President
341 NE 25th Street
Pompano Beach, FL 33064

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

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16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

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A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

R & A Woods Enterprises, Inc.

By: Robert Woods

Robert Woods

President

Business License No. 189C - 234896

Robert Woods

Rosalyn Foster
(Print or Type Name)

Cassandra Davis
CASSANDRA DAVIS
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Baywood

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Robert Woods as President of R & A Woods Enterprises, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced DL (type of identification) as identification.

NOTARY'S SEAL:



Lashaunda J. Moses
NOTARY PUBLIC, STATE OF FLORIDA
Lashaunda J. Moses
(Name of Acknowledger Typed, Printed or Stamped)
FF122484
Commission Number

l:agr/genl srvs/service contract

Exhibit “A”

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2”) and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2”) measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit "A-1"

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit "B"

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

<u>Type of Insurance</u>		<u>each</u>	<u>aggregate</u>
PUBLIC LIABILITY		<u>occurrence</u>	
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident)..... \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit “C”



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name RGAweb



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX comprehensive form			
XXXX premises - operations	Bodily Injury	\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage	\$100,000.	\$300,000.
_____ underground hazard	-- or --		
XXXX products (if items are sold)	Bodily Injury and		
XXXX contractual insurance	Property Damage		
_____ liquor legal (if items are sold)	Combined	\$300,000.	\$300,000.
XXXX independent contractors			
_____ Personal injury	Personal Injury	\$300,000.	\$300,000.

Bidder Name R & A Wood
Enterprise Inc

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

Bidder Name RFA Woods
Enterprises Inc

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Bidder Name R & A Woods
Enterprise Inc

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2") above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: Lot Mowing and Related Services for the Comp."
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

- If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
 7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
 8. 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 unless otherwise specified in this bid by the City.
 9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
 10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
 11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

Bidder Name REA World Enterprises Inc

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name RWA Woods Entpr

Name & address of company submitting bid:

RWA Woods Enterprises INC.
331 NE 25th St
Pompano Beach FL Zip: 33064

Federal Employer Identification #: 05-1040825

Business Tax Receipt (B.T.R.) #: 189C-234896

B.T.R. Issued By: _____
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: B-954 Expires: 6/11/17
(submit a copy of the License with your bid)

Telephone number: (9) 942-2472

"Fax" number: (9) 942-9589

Email: Robertabbie@aol.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 Date(s) Issued 10-7-2015

Manual signature of company officer: Robert L. Woods

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Robert L Woods

Title of signer: f

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 9 day of October, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and RAA Woods Enterprises INC, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name R9Awes

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name R9AWSES

*** This Contract may not be in an amount greater than \$25,000.00.**

“CONTRACTOR”

Witnesses:

(Print or Type Name)

(Print or Type Name)

(Print name of company)

By: _____

Print Name: _____

Title: _____

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

REAVOL



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 18 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

Robert Woods



**CERTIFICATE OF COMPLETION
ADVANCED TREE TRIMMING**

Michael G. ...

Commercial Horticulture Agent



Robert Woods

has successfully completed the training program
conducted by the Broward County Extension Education

Class Date June 11, 2015 Exp. Date June 11, 2017 ID# 042111

This card is a training certificate, not a license. For more information, visit broward.org/Parks/Extension



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2015

R & A Woods

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 Moody Insurance Group 1939 Tyler Street Hollywood, FL 33020	CONTACT NAME: Tom Dent PHONE (A/C No. Ext): (954)266-7700 E-MAIL ADDRESS: TDent@MIGFL.com	FAX (A/C No.): (954)471-1954
	INSURER(S) AFFORDING COVERAGE	
INSURED R & A Woods Enterprises Inc 331 NE 25 Street Pompano Beach, FL 33064	INSURER A: Scottsdale Insurance Company	
	INSURER B: Retail First Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00000000-143832

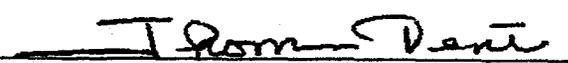
REVISION NUMBER: 43

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 INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS2306948	09/18/2015	09/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	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	973900	05/16/2015	05/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd Ste 220 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (TAD)
---	--

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**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Eglon L. Rolle d/b/a R & R Honest Man Lawn Service, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Eglon L. Rolle
150 NE 19th Street
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

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The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Eglon L. Rolle d/b/a R&R Honest Man Lawn Service.

Witnesses:

Shaniqua Rolle

Shaniqua Rolle

(Print or Type Name)

Doreen Grant

DOREEN GRANT

(Print or Type Name)

By: Eglon L Rolle

Eglon L. Rolle

Owner

Business License No. 16-00044305/324-7208

STATE OF FLORIDA

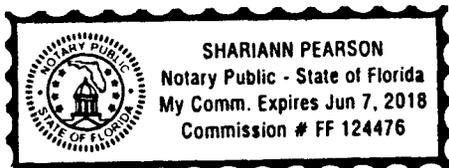
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Eglon Rolle as owner of R&R Honest Man, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # R 400 21265 244 3

NOTARY'S SEAL:

Shariann Pearson
NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Eglon L. Rolle d/b/a R & R Honest Man Lawn Service, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Eglon L. Rolle
150 NE 19th Street
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Eglon L. Rolle d/b/a R&R Honest Man Lawn Service.

Witnesses:

Shaniqua Rolle

Shaniqua Rolle

(Print or Type Name)

Doreen Grant

DOREEN GRANT

(Print or Type Name)

By: Eglon L Rolle

Eglon L. Rolle

Owner

Business License No. 16-00044305/324-7208

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by Eglon Rolle as owner of R&R Honest Man, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced drivers license (type of identification) as identification. # R 400 21265 244 3

NOTARY'S SEAL:

Shariann Pearson

NOTARY PUBLIC, STATE OF FLORIDA

Shariann Pearson

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



l:agr/genl srvs/service contract

Exhibit “A”

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2”) and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2”) measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit “B”

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident)..... \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit “C”



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

Bidder Name RR Honest Man Lawn

	<p>City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060</p>
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Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
_____	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
_____	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
_____	Personal injury	Personal Injury..... \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: L53-15
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

- If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
 7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
 8. 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 unless otherwise specified in this bid by the City.
 9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
 10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
 11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name R4 Honest Man Law

Name & address of company submitting bid:

R4 Honest Man Law Service
150 NE 19th Street
Pompano Beach, FL zip 33060

Federal Employer Identification #: 590-09-1743

Business Tax Receipt (B.T.R.) #: 16-00044305 - 324-7208

B.T.R. Issued By: City of Pompano - Broward County
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? no

Tree Trimmers License #: _____ Expires: _____
(submit a copy of the License with your bid)

Telephone number: (954) 942-1997 (business) (754) 235-9727 (cell)

"Fax" number: 954-7826685

Email: rhonestmanlaw@bellsouth.net

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: eglon Rolle

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): EGHON ROLLE

Title of signer: owner

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: R/Honest Manhaun Service
Egion Rolle
150 NE 19th Street
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name Arthur Honest Manlaan

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name LRK Honest Man Law

* This Contract may not be in an amount greater than \$25,000.00.

"CONTRACTOR"

LRK Honest Man Law Service
(Print name of company)

Witnesses:

Shenita Rolle
SHENITA ROLLE
(Print or Type Name)

Ken Am Syblus
Ken Am Syblus
(Print or Type Name)

By: _____

Print Name: EGWON ROLLE

Title: OWNER

Business License No. 16-00044305 / 324-7208

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of October, 2015, by EGWON LEE ROLLE as owner of LRK HONEST MAN LAW, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL DL R-400 212 65244 3 (type of identification) as identification.



HUMBERT DIAZGRANADOS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF078729
Expires 12/15/2017

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Humbert Diazgranados
(Name of Acknowledger Typed, Printed or Stamped)

FF 078 729
Commission Number

R & R Honest Man Lawn



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2015-2016**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2015 through September 30, 2016

9/25/2015

4424517
R & R HONEST MAN LAWN SERVICE
EGLON ROLLE H/O
150 NE 19 STREET
POMPANO BEACH FL 33060

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: ROLLE, EGLON
BUSINESS LOCATION: 150 NE 19 ST POMPANO BEACH FL

REGISTRATION NO: 16-00044305
CLASSIFICATION: LAWN MAINTENANCE & TRUCKS

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? National average: 12,000 miles driven annually per vehicle
2007 GMC G31	1GDHG31U871900923	For this commercial vehicle, contact your agent for a full review of drivers.	
Vehicle Body Type: Box/Straight Truck, Vehicle Use: Service/Contractors, Business Description: Lawn Care Services, Radius of Operation: 35 miles, Annual Distance Driven: 15000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price			

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability		
	Bodily Injury 250,000/500,000		
	Property Damage 100,000		\$582.09
P10	500 Deductible No Fault		
	Deductible Applies to You and to		
	Each of Your Dependent Relatives		\$38.05
D	500 Deductible Comprehensive		\$79.39
G	500 Deductible Collision		\$104.24
U3	Uninsured Motor Vehicle		
	Bodily Injury 25,000/50,000		\$61.25
Total Premium			\$865.02

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsured, or underinsured driver is legally liable.

You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle Coverage limits are not added together in most circumstances. The non-stacking coverage on this policy is

(continued on next page)

SK

Kirk H. Hanson



COVERAGE AND LIMITS *continued*

not available to persons injured while occupying a motor vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy; or

c. reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of

gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Please contact your agent for information about No-Fault premium savings.

SURCHARGES AND DISCOUNTS

AUTOMOBILE RATING PLAN - Applies to private passenger cars only.

Accident-Free Discount - Once your policy has been in force for at least three years with no chargeable accidents, you may qualify for our Accident-Free Discount. Once you qualify, this discount applies as long as there are no chargeable accidents, and may even increase over time.

Good Driving Discount - Newer policyholders who do not yet qualify for our Accident-Free Discount (available after three years with no chargeable accidents) may already be receiving a Good Driving Discount. This discount continues to apply until your policy qualifies for the Accident-Free Discount as long as there are no chargeable accidents and no new drivers. If you add new drivers, they must also qualify in order for your Good Driving Discount to continue.

Chargeable Accidents - For new business rating, an accident is chargeable if it results in \$750 or more of damage to any property. For renewal business, an accident is chargeable as of the date State Farm pays at least \$750 (for accidents occurring on or after April 1, 1999) under

property damage liability and collision coverages for an at-fault accident.

Surcharges - If there are chargeable accidents, you may lose your Good Driving Discount or Accident-Free Discount and receive accident surcharges. But if the accident is the first to become chargeable in nine years and this policy has been in force for at least that long, the Accident-Free Discount will continue and no surcharge will apply. The surcharge for each accident depends upon the number and timing of the accidents, and each accident surcharge will remain in effect up to three years.

Surcharges will be removed if the company is given satisfactory evidence that the driver involved is no longer a member of the household or will not be driving the car in the future. If that driver is insured on another State Farm policy, his or her driving record will be considered in the rating of the other policy.

These discounts and surcharges do not apply to all coverages. For complete details, see your State Farm agent.

ADDITIONAL INFORMATION

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

(continued on next page)

SR

R/R Honest Manheim



Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

ER

R & R HONEST MAN LAWN

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: R & R HONEST MAN LAWN SERVICE

Receipt #: 324-7208
Business Type: LAWN MAINTENANCE/LANDSCAPE
(LAWN MAINTENANCE/LANDSCAPE)

Owner Name: EGLON LEE ROLLE
Business Location: 150 NE 19 ST
POMPANO BEACH
Business Phone:

Business Opened: 07/01/1992
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

1

		For Vending Business Only					
		Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
33.00	0.00	0.00	0.00	0.00	0.00	33.00	

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

EGLON LEE ROLLE
150 NE 19 ST
POMPANO BEACH, FL 33060

Receipt #05A-14-00009420
Paid 09/25/2015 33.00

2015 - 2016

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

ER



R & R Honest Man Lawn

General Services Department
City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg C Pompano Beach, Florida 33060 | p: 954.786.4098 | f: 954.786.4168

September 14, 2015

R & R HONEST MAN LAWN SERVICE
EGLON L ROLLE
150 NE 19TH STREET
POMPANO BEACH, FL 33060

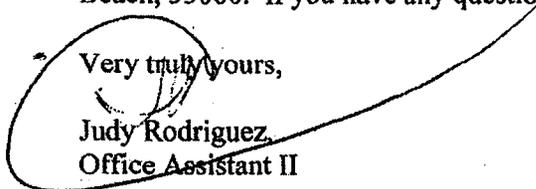
Dear Mr. Rolle,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,


Judy Rodriguez
Office Assistant II

R & R Honest Man Lawn Service has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. R & R Honest Man Lawn Service agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.


Signature

9/17/15
Date

EGLON Rolle (owner)
Name and Title (print)

58



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/15

R&R Honest Man Lawn

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 All Alliance Insurance II, Inc. 1076 W. Sample Rd. Pompano Beach, FL 33064 Phone (954)725-0235 Fax (954)725-0237	CONTACT NAME: Greg Beyer PHONE (A/C, No. Ext): (954)725-0235 E-MAIL ADDRESS: dvcstl1@aol.com	FAX (A/C, No.): (954)725-0237
	INSURER(S) AFFORDING COVERAGE	
INSURED R&R HONEST MAN LAWN SERVICE 150 NE 19 St POMPANO BCH, FL 33060- (754) 235-7997	INSURER A: LLOYDS OF LONDON	
	INSURER B:	
	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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	CIBFL0010086	09/29/2015	09/29/2016	EACH OCCURRENCE \$ 1,000,000.00
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

LAWN MAINTENANCE

CITY OF POMPANO BEACH, PURCHASING DIVISION, 1190 NE 3 AVE BLVD C, POMPANO BEACH, FL 33060 IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF POMPANO BEACH
PURCHASING DIVISION
1190 NE 3rd AVE BLVD C
POMPANO BEACH, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ER



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Seginus Solutions, LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Joseph A. Skipper, Manager
1560 NE 43rd Ct.
Pompano Beach, FL 33064

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Seginus Solutions, LLC

Witnesses:

[Signature]

Ambur Feliz
(Print or Type Name)

[Signature]
(Print or Type Name)

By: [Signature]

Joseph A. Skipper
Manager

Business License No. 324-254178

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by JOSEPH AARON SKIPPER as manager of SEGINUS SOLUTIONS, LLC, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL driver license S160-481-78-408-0 (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

GIZANE S. VIDAL
(Name of Acknowledger Typed, Printed or Stamped)

FF 159756
Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Seginus Solutions, LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

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Invoices shall be submitted upon successful completion of each work order.

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If to Contractor: Joseph A. Skipper, Manager
1560 NE 43rd Ct.
Pompano Beach, FL 33064

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

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15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Seginus Solutions, LLC

Witnesses:

[Signature]

Ambrose Feliz
(Print or Type Name)

[Signature]
(Print or Type Name)

By: [Signature]

Joseph A. Skipper

Manager

Business License No. 324-254178

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of November, 2015, by JOSEPH AARON SKIPPER as manager of SEGINUS SOLUTIONS, LLC, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL driver license S160-481-78-408-0 (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

GIZANE S. VIDAL
(Name of Acknowledger Typed, Printed or Stamped)

FF 159756
Commission Number

l:agr/genl srvs/service contract

Exhibit “A”

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2”) and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2”) measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit “A-1”

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor’s best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5”). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit "A-1"

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit “B”

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident)..... \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit “C”



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage\$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined\$300,000.	\$300,000.
XXXX independent contractors	Personal Injury.....\$300,000.	\$300,000.
_____ Personal injury		

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee – Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

6. Delivery

If there is an error in extensions (mathematical calculations), unit prices will prevail.

 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

 Initial

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. **Invoicing/Payment**
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. **Optional Contract Usage**
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. **Non Discrimination**
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. **Notice To Contractor**
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. **Costs Incurred by Bidders**
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. **Public Records**
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section

- payment discount in space provided on Proposal form.
34. **Optional Contract Usage**
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. **Non Discrimination**
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. **Notice To Contractor**
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3**

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Name & address of company submitting bid:

Seginus Solutions, LLC
2600 NE 15th Ave
Pompano Beach, FL Zip: 33064

Federal Employer Identification #: 46-2201966

Business Tax Receipt (B.T.R.) #: 324-254178

B.T.R. Issued By: Broward County Tax Collector
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: - Application in Process Expires: _____
(submit a copy of the License with your bid)

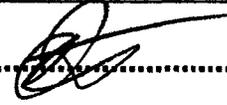
Telephone number: 954-643-2624

"Fax" number: N/A

Email: info@seginusolutions.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer: 

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑. TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Joseph A. Skipper

Title of signer: President/CEO

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 7th day of October, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Seginus Solutions, LLC, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Lot Mowing and Related Services services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be October 13th, 2015. Contractor shall commence Lot Mowing and Related Services services for the City and continue operation through October 13th, 2016.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ N/A per month or a Fixed Fee of \$ N/A *.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

Seginus Solutions, LLC
2600 NE 15th Ave
Pompano Beach, FL 33064

If to City:

City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

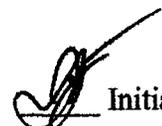
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

 Initial

Bidder Name Seginus Solutions LLC

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

* This Contract may not be in an amount greater than **\$25,000.00.**

"CONTRACTOR"

Seginus Solutions, LLC
(Print name of company)

Witnesses:

[Signature]
Shara-Kaye Ennever
(Print or Type Name)

[Signature]
Joseph Meeler
(Print or Type Name)

By: [Signature]

Print Name: Joseph A. Skipper

Title: President/CEO

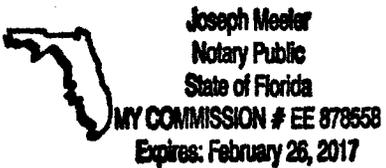
Business License No. 324-254178

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of October, 2015, by Joseph Skipper as owner/coo of Seginus Solutions, LLC, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Joseph Meeler
(Name of Acknowledger Typed, Printed or Stamped)

E 878558
Commission Number

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction *if you select 'Debit Card'*. Thank you.

2015 Annual Tax Bills will be mailed prior to November 1, 2015, and will also become available on this website November 1st for viewing, printing or online payment. Tax bills are mailed to the current mailing address of the property, as listed on the Property Appraiser website www.bcpa.net. We recommend that everyone verify their current mailing address listed for their property at www.bcpa.net – and immediately report any mailing address change by using the link at the bottom of your property record for reporting errors.

2016 Details — Business Tax Account SEGINUS SOLUTIONS LLC

Business Tax Account #111133

Account details Account history

2016	2015	2014	2013
PAID	PAID	PAID	PAID

Account number: 111133
 Business start date: 03/08/2013
 Business address: SEGINUS SOLUTIONS LLC
 1560 NE 43 CT
 POMPANO BEACH, F 33064
 Physical business location: POMPANO BEACH

Owner(s): JOSEPH A SKIPPER
 1560 NE 43 CT
 POMPANO BEACH, F 33064
 Mailing address: JOSEPH A SKIPPER
 1560 NE 43 CT
 POMPANO BEACH, F 33064

- Print account application (PDF)
- Print exemption application (PDF)

Receipts And Occupations

Receipt 324-254178

SERVICE
 LAWN MAINTENANCE/LANDSCAPE

10/01/2015–09/30/2016

Units: 1

PAID 2015-10-12 \$36.30
 Receipt #WWW-15-00000791



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and SKKV Property Maintenance LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. **Renewal.** In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Keith E. Flowers Jr., Authorized Member
760 NW 17th Court
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

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22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

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2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
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B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

SKKV Property Maintenance LLC

Witnesses:

Deborah Robinson

Deborah Robinson

(Print or Type Name)

Mae Gordon

Mae Gordon

(Print or Type Name)

By: Keith E. Flowers Jr.

Keith E. Flowers Jr.,

Authorized Member

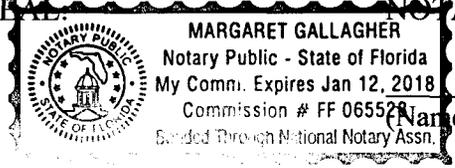
Business License No. 1500085103

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by KEITH E. FLOWERS, JR. as AUTHORIZED MEMBER of SKKV PROPERTY MAINTENANCE, LLC, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced UIR (type of identification) as identification.

NOTARY'S SEAL: [Signature] NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

FF # 065528
Commission Number

l:agr/genl srvs/service contract

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and SKKV Property Maintenance LLC, a Florida Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" insurance requirements, if needed; Exhibit "C" BID:L-53-15 and Contractor's Response to Bid; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide lot mowing and related services upon the terms and conditions herein set forth
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) and BID:L-53-15, attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the Agreement shall be automatically renewed for four (4) additional one (1) year periods, unless the City provides written notification, via certified mail, at least (30) days prior to the end of the initial contract period or renewal period of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows: See Contractor's Proposal Acceptance Form submitted as Part of Bid Response.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted upon successful completion of each work order.

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A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Keith E. Flowers Jr., Authorized Member
760 NW 17th Court
Pompano Beach, FL 33060

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

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17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

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19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

"CONTRACTOR"

SKKV Property Maintenance LLC

Witnesses:

Deborah Robinson

Deborah Robinson

(Print or Type Name)

Mae Gordon

(Print or Type Name)

By: Keith E. Flowers

Keith E. Flowers Jr.,

Authorized Member

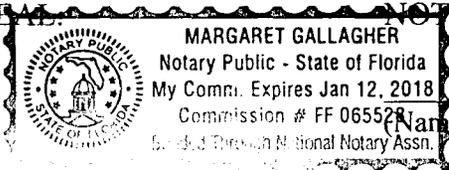
Business License No. 1500085103

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by KEITH E. FLOWERS, JR. as AUTHORIZED MEMBER of SKKV PROPERTY MAINTENANCE, LLC, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

FF # 065528

Commission Number

l:agr/genl srvs/service contract

Exhibit "A"

Scope of Work

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

Exhibit "A-1"

Scope of Work

1. General
 - a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
 - b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.
2. Work Procedures
 - a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
 - b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
 - c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right

Exhibit “A-1”

to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility’s supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City’s Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.

Exhibit "A-1"

- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.
- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

Exhibit “B”

Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
---	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
---	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
---	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
---	Personal injury	Personal Injury \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)..... \$100,000.	
		Bodily Injury (each accident) \$300,000.	\$300,000.
XXXX	comprehensive form	Property Damage..... \$100,000.	\$300,000.
XXXX	owned	-- or -- Bodily Injury and	
XXXX	Hired	Property Damage combined	\$300,000.
XXXX	Non-owned		\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

Exhibit “C”



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE
CODE COMPLIANCE UNIT**

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

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If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valued according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	Bodily Injury..... \$100,000.	\$300,000.
_____	explosion & collapse hazard	Property Damage \$100,000.	\$300,000.
_____	underground hazard	-- or --	
XXXX	products (if items are sold)	Bodily Injury and	
XXXX	contractual insurance	Property Damage	
_____	liquor legal (if items are sold)	Combined..... \$300,000.	\$300,000.
XXXX	independent contractors		
_____	Personal injury	Personal Injury..... \$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee – Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. 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 unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

- and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. **Interpretations**
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. **Failure to Respond**
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. **Bid Tabulations**
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. **Assignment**
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. **Termination for Convenience of City**
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. **Public Entity Crimes**
- In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **Governing Procedures**
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. **Identical Tie Bids**
- In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In order to have a Drug-free Workplace Program, a business shall:
- 1) Publish 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) Inform 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) Give 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), notify 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 of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

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SECTION III - PROPOSAL

IMPORTANT!!!

**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3**

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No Yes Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program No

Bidder Name SKKV Property Maint, LLC

Name & address of company submitting bid:

SKKV Property Maintenance, LLC
760 NW 17 ct
Pompano Beach, Florida Zip: 33060

Federal Employer Identification #: 46-5577086

Business Tax Receipt (B.T.R.) #: 15-000⁸5103

B.T.R. Issued By: City of Pompano Beach + Broward County
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: B01370 Expires: 8-31-2016
(submit a copy of the License with your bid)

Telephone number: 954-274-8767

"Fax" number:

Email: Flowerspam@yahoo.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) L-53-15 Date(s) Issued Sept 11, 2015

Manual signature of company officer: Velma Flowers

IMPORTANT!!! – SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Velma Flowers

Title of signer: OWNER

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks: _____

COMPANY NAME: SKKV Property Maintenance, LLC

ADDRESS: 760 NW 17 Ct Pompano Beach, FL 33060

TELEPHONE: 954-274-8767

SIGNATURE/TITLE: Velma Flowers

DATE: 9-14-2015

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: SKKV Property Maintenance, LLC
760 NW 17 Ct
Pompano Beach, Fla. 33060
954-274-8767

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name SKV Property Maint, LLC

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name SKV Property Maint, LLC

* This Contract may not be in an amount greater than **\$25,000.00.**

"CONTRACTOR"

SKV Property Maintenance, LLC
(Print name of company)

Witnesses:

Keith Flowers

Keith Flowers
(Print or Type Name)

(Print or Type Name)

By: Velma Flowers

Print Name: Velma Flowers

Title: OWNER

Business License No. 465571086

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CERTIFICATE OF COMPETENCY

BROWARD

COUNTY



KEITH FLOWERS

TREE TRIMMER "B" CERTIFICATION



CC#B-1370

EXPIRES 08/31/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2015

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).

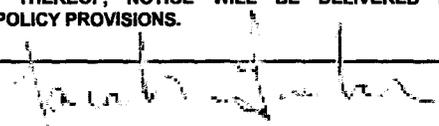
PRODUCER PER PROJECT INSURANCE AGENCY 3065 ROSECRANS PL STE 208 SAN DIEGO CA 92110-4822		CONTACT NAME: PHONE (A/C, No, Ext): (888) 269-0992 FAX (A/C, No): (888) 969-0247 E-MAIL ADDRESS: customerervice@glquote.com	
INSURED SKKV PROPERTY MAINTENANCE SKKV PROPERTY MAINTENANCE 760 NW 17TH CT POMPANO BEACH FL 33060-5148		INSURER(S) AFFORDING COVERAGE INSURER A: Preferred Contractors Insurance Company RRG NAIC # 12497 INSURER B: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PCIC5017-PCA536042	01/29/2015	01/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input 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) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pompano Beach and City of Pompano Beach CRA are named as Additional Insured on this policy.

CERTIFICATE HOLDER City of Pompano Beach 100 W. Atlantic Blvd. Pompano Beach, Florida 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2015-2016**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2015 through September 30, 2016

10/12/2015

4458368
SKKV PROPERTY MAINTENANCE
49 N FEDERAL HY
PMB #254
POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: SKKV PROPERTY MAINTENANCE LLC
BUSINESS LOCATION: 49 N FEDERAL HY 3&4 POMPANO BEACH FL

REGISTRATION NO: 16-00085103
CLASSIFICATION: OFFICE-ADMINISTRATIVE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

October 7, 2015

ADDENDUM #1, Bid L-53-15 LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Are invoices submitted to the City required to include an invoice number?

Response: Invoices must include an invoice number. Section N. on page 10 of the bid document has been revised as shown below to include this requirement.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, invoice number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on page 11 of the bid.

The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), October 13, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Cassandra LeMasurier, Purchasing Supervisor

cc: website, file