

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: September 12, 2011

Public Hearing Ordinance Resolution Motion

Item: 20110006 – Mowing and Grounds Maintenance for the Civic Center

Recommended Action:

Approval of Award and Contract documents with Lawn and Order Landscape Company for \$54,000.00 to provide Mowing and Grounds Maintenance at the Civic Center. This is a three (3) year Contract with an option to renew for an additional three (3) year term. There will be an annual price redetermination based on the U.S. Department of Labor Statistics, Consumer Price Index (All Urban Consumers).

Exhibits: Department memo attached yes no
Contract documents, Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents.

Summary Explanation/Background Information:

This RFP was issued due to a scope of work change to the current contract and contract expiration. Removing the Chemical, Fertilization and IPM services (this will be out under a separate bid). Eleven (11) proposals were received. The proposals were opened on July 22, 2011 at 3:00pm. The two (2) lowest bidders withdrew their proposals. The next two (2) bidders were interviewed and the Public Works Department feels that Lawn and Order Landscape Company will offer the best value to the City and recommends that the award go to Lawn and Order Landscape Company. Subcontractor agrees to VISA participation. This is a three (3) year contract with an option to renew for an additional three (3) year term.

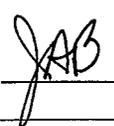
Purchase is not a replacement

Purchase was budgeted.

Department requests expenditure from the following: Budgeted Amount: \$145,000.00

Expenditure From:	Fund	Cost Center	Object Code	Project #
Engineering \$31,774.46	104/401	4127	534116	
Parks & Recreation \$21,243.24	001	7501	53400	
Police Dept. \$982.94	001	2105	5340	

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests _____ minutes to make a presentation.

RECEIVED

Submitted by: Patricia Roebing, PW/Eng, Director

Date Submitted: August 25, 2011

AUG 31 2011

City Manager's Office



"A City for All Ages"

CITY OF PORT ST. LUCIE
ENGINEERING DEPARTMENT
Accredited Agency – American Public Works Association



MEMORANDUM

To: Cheryl Shanaberger, Deputy Director OMB
Thru: James Angstadt, P.E. Engineering Department *JA*
From: John Dunton, Project Manager Engineering Department
Date: August 23, 2011
Re: Recommend Contract Award to Lawn & Order Landscape Co. (City Center)

Recommend that we award the lawn service maintenance of City Center to the lowest most responsive bidder, Lawn & Order Landscape Co. There is some apprehension from staff to recommend this award based on the bid amount and lack of experience with commercial work, but in discussions with Lawn and Order, the contractor feels that this specific project is exactly what a small business needs to grow and promote the companies ability to serve in this capacity. Staff shares the contractor's enthusiasm in promoting small local businesses but also knows that we have the ability to absorb this work thru several other contractors in the event that the services are not provided as specifically outlined in the contract.

Funding Codes: Engineering: 104-401-4127-534116 Annual Total: \$31,774.46
Parks & Recreation: 001- 7501-534000 Annual Total: \$21,243.24
Police Department: 001-2105-5340 Annual Total: \$982.94

If you have any questions or require additional information, please do not hesitate to contact me.

JD/

cc: Jesus Merejo – Utility Systems Director
Patricia Roebing, P.E. – City Engineer
Kimberly Graham, P.E. – Assistant City Engineer

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Lawn and Order Landscape Company, 401 S.E. Alamanda Way, Stuart, Florida 34996*, Telephone No.: (772) 342-7100, Fax No. (772) _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows: *Lawn and Order Landscape Company* agrees to supply all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing services; maintaining vegetation free from weeds, disease, and harmful insects as practicable; prune all plants so as to remove all dead or diseased parts, and all parts of plants which present a visual hazard or physical obstacle to the use of the traffic way(s); keep litter removed from the required areas listed herein, and all/any other future locations as requested by the City.

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean John Dunton at (772) 344-4035 or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110006-LL is **Mowing and Grounds Maintenance** for the Civic Center, located at 9221 S.E. Civic Center Place, Port St. Lucie, Florida are as follows:

Mowing – The Contractor shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Public Works contract supervisor, John Dunton, will be done at no additional charge.

Initial annual mowing schedule to be submitted by Contract Supervisor, and is subject to change or altered as deemed necessary.

Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

Weeding - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present.

Power Blade Edging - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences.

Diseased or Damaged Plant Material - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Contract Supervisor or his designee.

Ground Cover and Shrubbery Maintenance – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

- a) Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.
- b) All plant materials will be maintained up to 12' in height. Any and all dead branches shall be removed during each service and disposed of.

Crack and Joint Cleaning – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by removing vegetation, then vacuuming and blowing. Chemical treatment may be used with prior authorization by the contract supervisor.

Weeding – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed. **Do not under any circumstance allow the weed eater string to come in contact with any landscape plant tree material.**

- a) In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand if deemed by the city.
- b) The Contractor needs to maintain each area of responsibility weed free at all times.
- c) Herbicide Spraying may be applied to all impervious surfaces after being weeded down. Non systemic herbicides will only be allowed in and around planting areas upon initial weed removal. Tracer dye must be mixed with this application. Any weeds growing within the bedded areas must be physically removed with no chemical spraying.

Damages During Performance of Work - Damage to trees, plants, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Contract Supervisor, John Dunton or his designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. Mr. Dunton will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call Mr. Dunton, as necessary. Damage to irrigation must be punctually reported and repaired at the Contractor's expense.

If applicable, the Public Works Contract Supervisor or his designee shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Contract Supervisor and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

Areas of Service - All Civic Center and surrounding City owned properties as per bid documents. The City reserves the right to add and/or subtract locations as required.

Monthly Schedule - The Contractor shall be required to submit a daily, weekly, monthly, and annual, work schedule to the Contract Supervisor. The Contract Supervisor, or his/her designee, shall have the authority to make revisions in the schedule as necessary to meet the specifications. The Selected Bidder(s) must comply with any revisions required in a punctual manner. **Strict adherence to the Civic Center schedule must be observed.**

Equipment Safety - Equipment used to transport litter, trimmings, leaves, garbage, etc., shall be constructed in a manner to prevent such items being misplaced along City property.

- a) The Contractor shall use amber flashing lights on vehicles and specialized equipment according to State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

SECTION II TIME OF PERFORMANCE

Contract period shall commence on **October 1, 2011** and terminate **September 30, 2014**. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III COMPENSATION

The fixed price amount to be paid by the City to the Contractor is in accordance with the following: Plus the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted by the 10th of each month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

Mowing Area	Times Per Year	Acres	Unit Pricing Per Site	Annual Total Cost
Private Outside of SAD	This area is not included in this bid			
B. Davis Venture Lot #1 - Mowing	12	0.937	\$ 3.61	\$ 43.49
Priv. Prop: Lot(s)2,3,5,6,8,9,10,11, 20, 21, 25, 26,27,28 29,30, 33, 35, 36 - Mowing	12	18.317	\$ 708.33	\$ 8,500.73
PSL Properties: Lot(s)7, 12, 13, 14 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Mowing	36	15.258	\$ 590.09	\$ 21,243.24
PW - Storm Water/Drainage - Mowing	36	9.45	\$ 365.47	\$ 13,156.94
PW - Right of Way - Mowing	36	3	\$ 16.02	\$ 4,176.81
PSL Utilities - Lot #4 - Mowing	36	1.43	\$ 55.30	\$ 1,990.94
PSL Police Department - Mowing	36	0.706	\$ 27.30	\$ 982.94
PW - Lot #24 - Mowing	12	0.657	\$ 25.40	\$ 304.91
Edging	16	60500	\$ 225.00	\$ 3,600.00
				\$ 54,000.00

Total Monthly Cost: \$4,500.00

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

**SECTION IV
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor shall indemnify and hold harmless the City, and it's Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional/contractor and other persons employed or utilized by the contractor in the performance of the contract. As consideration for this indemnity provision the contractor shall be paid the sum of \$10.00 (ten dollars), which will be added, to the contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by

Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and **Contract #20110006**. The Certificate of Insurance and policy shall unequivocally provide thirty (30) day's written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

SECTION IX CLEANING UP

Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds or storm drains. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work. Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI
DELIVERY DOCUMENTATION**

"Not Applicable"

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract: If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XXI of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays: If work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Contract Termination: The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for work timely completed.

**SECTION XVIII
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for an additional three (3) years and the City agrees that said services are required, contingent upon satisfactory service, and with an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index - All Urban Consumers. The prior years annual total will be subtracted from the current year annual total and difference will be the percentage of increase/decrease for the annual price adjustment. With the joint agreement of the Contractor, the City will extend this Contract for the additional term.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Jerry A. Bentrott, City Manager

ATTEST:

By: _____
Karen A. Phillips, City Clerk

By: _____
Authorized Representative: **Lawn and Order Landscape Company**

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No.: _____

And known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public: State of _____ at Large. My Commission Expires: _____.

(seal)

Mowing and Landscape
Maintenance at the
Civic Center

Bidder	Total Bid	Bid Bond	Insurance	Addendums	Questionnaire	Drug Free	Licenses	Certifications	3 Copies	Visa	% Discount
DCG Environmental Services, Inc.	\$ 135,580.00	x	x	x	x	x	x	x	x	Y	0
PSL Landscape Services, Inc.	\$ 96,448.00	x	x	x	x	x	x	x	x	Y	0
EEI Landscaping	\$ 97,716.00	x	x	x	x	x			x	Y	0
Nature's Keeper, Inc.	\$ 70,572.00	x	x	x	x	x			x	Y	0
Natures Grounds Landscpe Mgmt., Inc.	\$ 107,344.00	x	x	x	x	x			x	N	-
Ferry Enterprises, Inc.	\$ 89,500.00	x	x	x	x	x	x	x	x	N	-
Lawn & Order Landscape Co. (3)	\$ 54,000.00	x	x	x	x	x			x	N	-
Sunshine Land Design (1)	\$ 32,882.16	x	x	x	x	x			x	Y	0
ValleyCrest Landscape Maintenance	\$ 66,708.00	x	x	x	x	x	x	x	x	N	-
PROscape, Inc. (4)	\$ 59,232.80	x	x	x	x	x			x	Y	0
Native Son Landscape Management (2)	\$ 37,116.00	x	x	x	x	x			x	N	-
Number of "No Bids" received: 0											
Number of companies notified: 392											
Number of bid documents distributed: 34											
Number of bids received: 11											

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG**

BID # 20110006
OPENED: July 22, 2011
TIME: 3:00:00pm.

BID TITLE: Mowing and Landscape Maintenance at the Civic Center

The following vendor(s) submitted proposals:

DGC Environmental Svcs.	\$ 135,580.
PSL Landscape Svcs.	\$ 96,448.00
EEL Landscaping	\$ 97,716.00
Natures Keeper	\$ 70,572.00
Natures Grounds	\$ 107,344.00
Ferry Enterprises	\$ 89,500.00
Lawn & Order Enterprises Landscaping	\$ 54,000.00
Sensuine Land Design	\$ 32,882.16
Valley Crest Landscape	\$ 66,708.00
Proscape LLC	\$ 59,232.80
Native Son Landscape Mgmt.	\$ 37,116.00

The following vendor's submitted a "No Bid":

Number of Companies Notified:
 Number of Bid Documents Distributed:
 Number of Bids Received:!!.....

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

BID OPENING ATTENDANCE
20110006-LL
Mowing and Landscape Maintenance at the Civic Center
July 22, 2011 @ 3:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	JAY FERRY	FERRY ENTERPRISES	FERRY ENTERPRISES @ COMCAST.NET	Ph: 772-485-5814 Fax: 772-221-9910
3.	Georgette Beck	PSL Landscape Services	pslandserv@bellsouth.net	Ph: 772-879-3766 Fax: 772-873-8806
4.	Tom Spino	VALLEYCREST	TSPINO@VALLEYCREST.COM	Ph: 861-800-5542 Fax: 772-461-7869
5.	Sofia R. DeCicco	DEC Environmental Common Areas	office @ DEC Environmental.com	Ph: (772) 293-0162 Fax: (772) 467-9226
6.	Rafael Rodriguez	Proscape IT	Rodriguez@Proscape. Biz	Ph: 772-480-8901 Fax:
7.	MICHAEL AFRENIERE	NATURES GROUNDSCAPES INC.	NATURESGROUNDS@GAINCO.COM	Ph: 772-232-9609 Fax: 772-232-9610
8.	Robin Bruun	EEL Landscaping	***** robin@elijahsenvironmental.com	Ph: 772-220-8329 Fax: 772-220-8331
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID # 20110006
OPENED: July 22, 2011
TIME: 3:00 p.m.

BID TITLE: Mowing and Landscape Maintenance at the Civic Center

21 JUL PM 2:45 34s

RECEIVED

Natures
Grounds

22 JUL AM 10:02 33s
RECEIVED

Natures Keeper

22 JUL PM 1:01 05s

RECEIVED

Proscaper

22 JUL PM 12:59 52s

RECEIVED

Native Son landscape

22 JUL PM 1:13 47s
RECEIVED

Sunshine Land Design

22 JUL PM 1:11 02s

RECEIVED

Valley Crest

22 JUL PM 1:27 36s

RECEIVED

Ferry Enterprises

22 JUL PM 1:25 11s

RECEIVED

Lawn & order
Landscape

22 JUL PM 2:33 14s

RECEIVED

PS Landscaping

22 JUL PM 2:30 44s

RECEIVED

EEL Landscaping

22 JUL PM 2:50 12s

RECEIVED

DGC Environmental

Pre-Bid Conference Minutes
Bid #20110006 - Mowing and Landscape Maintenance
June 30, 2011 @ 2:00 pm

This meeting is being recorded. During the question and answer period please clearly speak your name and the firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet: Please be sure to sign in.
 2. Introduction of key personnel: Lisa Lawrence, Contract Specialist, OMB & John Dunton, Public Works Dept.
 3. **Reminder:** Bid opening date is July 8, 2011 @ 3:00pm. No Bid will be accepted after that date and time. Any Bid received late will be returned unopened.
 4. Review of Specifications requirements:
 - Insurance Requirements: Page 13 of 32, please forward the information in its entirety to your insurance agent in lieu of giving them the requirements by phone so that you have everything that you need to work for the City. If your insurance does not meet these specifications, your bid will be disqualified.
 - Bid Bond: If you do not submit a Bid Bond with your proposal, your proposal will be rejected. The Bid Bonds are held under lock and key until a decision has been made and a contract has been signed. Once a design has been made and a formal signed contract is executed, your Bid Bonds will be returned. They will not be deposited and will be returned, as submitted, back to you.
 - Site Map / Bid Sheet: If you downloaded the bid package, you will see Page 18 a sample of the bid reply Sheet. It is color coded to match the site map and locations. It's imperative that you be able to view it in color and match the indicated areas on the site map.
 - Last date for questions is July 5, 2011. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com. Office number is 772-871-5222.
- The meeting was turned over to John Dunton.

Good afternoon ladies and gentlemen. I see some familiar faces but for you that don't know me, my name is John Dunton and I am a Project Manager with the City of Port St. Lucie Public Works Department. The Civic Center is just one portion of the property that is going out to bid. It is important that you have one of these maps. They are color-coded and enlarged so that you can see the sites. Don't let this be intimidating. The only reason that I color-coded these is because there are different owners of the property and means that there will be others that are footing the bill for this. There are 3 compartments; Police Department, Parks & Recreation and Public Works. There are 3 colors that you really need to pay attention to and don't over-think it. If you have any questions, please make sure that you direct your questions through Lisa. When we are finished and if you'd like, we can walk outside and tour the property. Everything is platted out to the foot on those properties. The reason I am the one initiating the contract is that we are funding the majority of the whole project.

The first item I'd like to cover on the bid is Page 6 of 32; if you choose to subcontract any of this work out, you need to make sure to go through the Office of Management and Budget because we'd want to know that. We are not opposed to you doing that, but it needs to be clearly defined specifically because of insurance requirements and liability issues. Page 7 of 32; at the bottom where it says "damage to property", if you damage something, please let us know by the end of that day, depending upon the severity of the project. Things do happen but we want to know about it, especially if it involves a vehicle of someone other than your own. We just need to know about these things so that protocol is taken care of. If there is an issue between you and a civil matter, we just want to make sure that it gets resolved. Page 8 of 32, safety is very important, especially the safety of the employees and we take it very seriously. When you guys are working here, one of the things that is going to be important is making sure that you have your vehicles coned off and we want to make sure that your vehicles are clearly identified with the name of your company. If we see you are operating with vehicles that aren't identified, we will shut the operation down and insist that you make the necessary repairs. We have so many contractors running around we and customers want to know who you are. "Working Hours" at the bottom, read it carefully. Anything other than what is approved there, please let us know. We will be flexible. If it is raining and you lose a couple of days, we are going to want to get the work done too, but if it's going to be a holiday, we need to know about that. We are not big fans of working on the holidays because everyone deserves a day off, especially the citizens and they don't want to see tractors running around the City. We will need to know ahead of time if there are changes and if you don't let us know, we aren't going to pay you. "Dress Code" you must dress and be professionally groomed. You need to have safety equipment on, boots, hats, gloves, the same thing that the employee with the City of Port St. Lucie Parks and Public Works would. The taxpayers are paying a fee to see professional services not a bunch of guys with tie-dyed t-shirts and flip flops weed-eating up and down Walton Road. Page 10 of 32: The site is pretty unique because there are a lot of special events. Tuesdays seem to be the go-to day to perform the services

here so I would venture to say the majority of the work to be performed will be on a Tuesday. It may change but Tonya Taylor who runs this facility has an annual calendar where everything is planned out for the whole year. What we will do is use that as a template to build our maintenance schedule around. It is our intent for you to come here in one day and knock it out. We have been doing that. There may be some items that when we inspect are not up to our quality standards and you will have to come back the next day and tighten it up. So far, everything has worked out relatively well. Again, there will be some special events that precipitate – for example, Monday is the 4th of July and we had to accelerate our schedule to do it the later part of the week so that it was a more aesthetically pleasing facility. You will know that way ahead of time and won't be something that we just arbitrarily say. We will sit down and discuss the whole workload/calendar as a team. "Equipment Storage": We don't want you to store your equipment here; store it off-site. "On-Site Supervisor": You need to have one; someone that we can have constant access to. There is always activity going on here at the Civic Center and you will need to be very careful with that and work your way around them. If you see someone approaching you, don't go running by them mowing the grass. If someone is mad and calls City Hall, it makes you look bad. Simple, common sense, stuff. Having a guy or gal on site that we can coordinate with in the event that something happens. "Mowing": I am not going to tell you how to mow grass; mow it like it was your house. You know the difference between Bahia and St. Augustine and how to cut it. Page 11 of 32: Weeding: Again, we do not want to see weeds. If we have some bad weather and it gets a little out of hand, weed eat some of the stuff down, do that. If we had to, we will have you hand-pull everything. I left that in the contract for the simple fact that I want you to keep the weeds down. Do a good job and don't make me have to see weeds that are higher than the plants. This is a pretty nice facility and we want it to look A1. If you are working in beds and the plants are in between the weeds, don't spray with herbicide, pull the weeds out. I would prefer you use a contact herbicide on the planting beds, not a systemic herbicide. Use tracer where the plant material is at. If you have to spray on the pervious surfaces; sidewalks, curbs and edges, don't let the weeds get high and spray it with herbicides. Weed it down and spray it. Do not use tracer on the sidewalks. I don't want blue stuff all over the sidewalks. Anything 12' or below, you are responsible to maintain. You will have to prune and trim as needed. The grasses, probably 1 x a year, but as for bougainvilleas, if they are blooming really well, let's talk about it; don't cut all the blooms off. ~~Ask questions to make sure we are all on the same page.~~ You will be responsible for trimming as needed. 12' or higher, we have a tree contractor that takes care of that. IPM is taken care of someone, so there will be no spray for bugs, and we also have an irrigation company. You will mow, blow and go. Page 12 of 32, do not weed-eat around trees and plant material; hand-pull them. Page 18 of 32, "bid reply sheet" and map were reviewed in detail. The ponds were also covered and you are to mow from the land meets the water. Do not mess with the plants along with shore line as they are aquatic plants. Where Bahia sod starts and up is what you maintain. We have a monthly aquatics contractor that comes in to treat the ponds. When you transition from the back of the sidewalks in towards the tracts of land that you are doing 12 times, you will be required to mow 9 feet. The police building is on Village Green Drive and is like a house, probably a half acre site. 7-11, the County Building, the tire place, doctor's office, do not mess with those. The edging is on a separate bid reply sheet 60,000+ linear feet. An addendum will be issued. You will enter your amount and a formula will calculate the price. That form contains the linear amount of edging. Note on some sites some were 16 and some were 12, especially with the St. Augustine. We will change that to make all the edging being done 16 times per year in an addendum.

Q: On the edging, if it's not broken up, the bid sheet asked for it to be broken up because of the different entities.

A: If you look on the other sheet, there is another sheet in the bid documents that states in it the lineal footage.

Q: But you are asking for a price for each one.

A: We aren't now. I'll just make it 16 times.

Q: The bid bond is strictly a bid bond. Can we do cash?

A: A Cashier's Check.

Q: Does the awarded contractor get his bid bond back also?

A: Yes, after the contract is signed, everyone will get their bond back.

Q: Is that area on the South side going up to the canal where the sidewalk and the trees are, is that included.

A: Yes, all of the way up the sidewalk until it turns into their property. You will do both sides of the canal because it's landscaped and irrigated by the city. There should be a distinct cut line. All of the projects that butt up to this, I oversee.

Q: There are 2 choices that we can select from to be paid; by invoice and be paid 30 days later or if we choose the P-Card/VISA program/ ^{Yes} Can you explain this and the discount on this? *for any informat. Please call.*

A: You are issued a VISA card and you charge your services to the VISA card. Instead of submitting an invoice and waiting for it to be approved and waiting 30 days out, you will receive your payment within ^{5 days} 7 days.

Q: If we do that, we offer a discount? *Want to get paid.*

A: You are not forced to offer one, but some of the vendors are offering the discount in lieu of getting paid within that timeframe of ^{5 days} 5 days. (JD Added): You give us an invoice and we like the fact that you guys want to get your cash fast, but it costs you money, too, it's not for free. Even if you aren't offering any discount to the city there is still a fee on that,

AGENDA

Pre-Bid Conference Bid #20110006 Mowing and Landscape Maintenance

June 30, 2011 @ 2:00 pm

This meeting is being recorded. During the question and answer period please clearly speak your name and the firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is July 8, 2011 @ 3:00pm

No Bid will be accepted after that date and time.

Any Bid received late will be returned unopened.

4. Review of Specifications requirements:
 - Insurance Requirements
 - Bid Bond
 - Site Map / Bid Sheet
 - Last date for questions is July 5, 2011. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com.
5. Turn over to: John Dunton, Project Manager, Public Works
6. Additional questions from Prospective Bidders.
7. Adjourn

PRE-BID MEETING ATTENDANCE
20110006-LL
Mowing and Landscape Maintenance at the Civic Center
June 30, 2011 @ 2:00 p.m.

Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1. Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2. Karen Baggett	City of PSL-OMB	Kbaggett@cityofpsl.com	Ph: 772-871-5223 Fax: 772-871-7337
3. Dennis Coan	Native Son Landscaping	dennis@nsl34.com	Ph: 772-370-5660 Fax:
4. THOMAS J. SPINO	VALLEYCREST	TS PINO@VALLEYCREST.COM	Ph: 561-800-5547 Fax: 772-461-7887
5. Mark Thompson	DGC Environmental	SeFlorida@DGCEnv.com	Ph: 772-408-7115 Fax:
6. Clayton Johnson	Greenland Nursery	Greenlandcolby@aol.com	Ph: 201-2447 Fax:
7. Georgette Beck	PSL landscape	PSLandscape@bellsouth.net	Ph: 016 0094 Fax:
8. George Kirewa	PSL landscape	PSLandscapeInc@bellsouth.net	Ph: 879-3766 Fax:
9. Robin Brown	BEI Landscaping	robin@eliasenvironment.com	Ph: 772-220-8329 Fax: 772-220-8331
10. MARGARET LATVENISRE	Latvenisre	latvenisre@psl.com	Ph: 772-232-9609 Fax: 772-232-9610
11. SHARON SHAPIREY	Sharon Shapirey Design	SSHAPIREY@SOUTHBEACHDESIGN.COM	Ph: 772-283-2648 Fax: 772-283-8944
12. Christina Ryckman	Classic Cuts & Design	chriskapi@msn.com	Ph: 772 2017710 Fax:
13.			Ph: Fax:
14.			Ph: Fax:

PRE-BID MEETING ATTENDANCE
20110006-LL

Mowing and Landscape Maintenance at the Civic Center
June 30, 2011 @ 2:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
15.	EFFIE RIVERA	GULFSTREAM GOODWIN	S.RIVERA@GULFSTREAMGOODWIN.COM	Ph: 561-386-6834 Fax:
16.	Julia Wolfe	Gulfstream Goodwill	wolfe.gulfstreamgoodwill.com	Ph: 561-267-6217 Fax: 772-232-4850
17.	VAY FERRY	FERRY ENTERPRISES, INC	FERRYENTERPRISES@COMCAST.NET	Ph: 772-485-5814 Fax: 772-227-9910
18.	STEWART FEKETA	Natures Keeper	Stewart.NaturesKeeper.com	Ph: 772-467-1230 Fax: 772-467-8923
19.	Andrew Brown	MR B LAUN SUICINE	misteebo8komeast.net	Ph: 772-242-1419 Fax: 772-242-1420
20.	Michael Pinyonore	ALL STAR Landscaping	Land.Scaping@hotmail.com	Ph: 352-476-2954 Fax:
21.	Rocael Rodriguez	Roscape	R.Rodriguez@roscape.biz	Ph: 772-480-8904 Fax: 772-905-5805
22.	Dennis Schwentner	Coast to Coast	dennisschwentner@earthlink.net	Ph: 772-473-5194 Fax: 772-662-7878
23.				Ph: Fax:
24.				Ph: Fax:
25.				Ph: Fax:
26.				Ph: Fax:
27.				Ph: Fax:
28.				Ph: Fax:

Addendum #2
Sealed Bid #20110006
Mowing and Landscape Maintenance
At the Civic Center
June 30, 2011 @ 2:00 pm

This meeting is being recorded. During the question and answer period please clearly speak your name and the firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet: Please be sure to sign in.
2. Introduction of key personnel: Lisa Lawrence, Contract Specialist, OMB & John Dunton, Public Works Dept.
3. ~~**Reminder:** Bid opening date is July 8, 2011 @ 3:00pm. No Bid will be accepted after that date and time. Any Bid received late will be returned unopened.~~

As per Addendum #1: The bid opening has changed to 7/22/2011 @ 3:00pm

4. Review of Specifications requirements:
 - Insurance Requirements: Page 13 of 32, please forward the information in its entirety to your insurance agent in lieu of giving them the requirements by phone so that you have everything that you need to work for the City. If your insurance does not meet these specifications, your bid will be disqualified.
 - Bid Bond: If you do not submit a Bid Bond with your proposal, your proposal will be rejected. The Bid Bonds are held under lock and key until a decision has been made and a contract has been signed. Once a design has been made and a formal signed contract is executed, your Bid Bonds will be returned. They will not be deposited and will be returned, as submitted, back to you.
 - Site Map / Bid Sheet: If you downloaded the bid package, you will see Page 18 a sample of the bid reply Sheet. It is color coded to match the site map and locations. It's imperative that you be able to view it in color and match the indicated areas on the site map.
 - Last date for questions is July 5, 2011. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com. Office number is 772-871-5222.The meeting was turned over to John Dunton.

Recap: John Dunton, Project Manager with the City of Port St. Lucie Public Works Department:

The Civic Center is just one portion of the property that is going out to bid. It is important that you have one of these maps. They are color-coded and enlarged so that you can see the sites. The only reason that I color-coded these is because there are different owners of the property. There are 3 compartments; Police Department, Parks & Recreation and Public Works. There are 3 colors that you really need to pay attention to and don't over-think it. Everything is platted out to the foot on those properties.

Page 6 of 32; if you choose to subcontract any of this work out, you need to make sure to go through the Office of Management and Budget because we'd want to know that. We are not opposed to you doing that, but it needs to be clearly defined specifically because of insurance requirements and liability issues.

Page 7 of 32; at the bottom where it says "damage to property", if you damage something, please let us know by the end of that day, depending upon the severity of the project.

Page 8 of 32, safety is very important, especially the safety of the employees and we take it very seriously. When you guys are working here, one of the things that is going to be important is making sure that you have your vehicles coned off and we want to make sure that your vehicles are clearly identified with the name of your company. If we see you are operating with vehicles that aren't identified, we will shut the operation down and insist that you make the necessary repairs. We have so many contractors running around we and customers want to know who you are.

"Working Hours" at the bottom, read it carefully. Anything other than what is approved there, please let us know. We will be flexible. If it is raining and you lose a couple of days, we are going to want to get the work done too, but if it's going to be a holiday, we need to know about that. We are not big fans of working on the holidays because everyone deserves a day off, especially the citizens and they don't want

to see tractors running around the City. We will need to know ahead of time if there are changes and if you don't let us know, we aren't going to pay you.

"Dress Code" you must dress and be professionally groomed. You need to have safety equipment on, boots, hats, gloves, the same thing that the employee with the City of Port St. Lucie Parks and Public Works would.

Page 10 of 32: The site is pretty unique because there are a lot of special events. Tuesdays seem to be the go-to day to perform the services here so I would venture to say the majority of the work to be performed will be on a Tuesday. What we will do is use that as a template to build our maintenance schedule around. It is our intent for you to come here in one day and knock it out. We will sit down and discuss the whole workload/calendar as a team.

"Equipment Storage": We don't want you to store your equipment here; store it off-site.

"On-Site Supervisor": You need to have one; someone that we can have constant access to. There is always activity going on here at the Civic Center and you will need to be very careful with that and work your way around them. If you see someone approaching you, don't go running by them mowing the grass. If someone is mad and calls City Hall, it makes you look bad. Have a guy or gal on site that we can coordinate with in the event that something happens.

"Mowing": I am not going to tell you how to mow grass. You know the difference between Bahia and St. Augustine and how to cut it.

Page 11 of 32: Weeding: Again, we do not want to see weeds. If we have some bad weather and it gets a little out of hand, weed eat some of the stuff down. If we have to, we will have you hand-pull everything. I left that in the contract for the simple fact that I want you to keep the weeds down. If you are working in beds and the plants are in between the weeds, don't spray with herbicide, pull the weeds out. I would prefer you use a contact herbicide on the planting beds, not a systemic herbicide. Use tracer where the plant material is at. If you have to spray on the pervious surfaces; sidewalks, curbs and edges, don't let the weeds get high and spray it with herbicides. Weed it down and spray it. Do not use tracer on the sidewalks. Anything 12' or below, you are responsible to maintain. You will have to prune and trim as needed. The grasses, probably 1 x a year, but as for bougainvilleas, if they are blooming really well, let's talk about it; don't cut all the blooms off. Ask questions to make sure we are all on the same page. You will be responsible for trimming as needed. 12' or higher, we have a tree contractor that takes care of that. IPM is taken care of someone, so there will be no spray for bugs, and we also have an irrigation company. You will mow, blow and go.

Page 12 of 32, do not weed-eat around trees and plant material; hand-pull them.

Page 18 of 32, "bid reply sheet" and map were reviewed in detail. The ponds were also covered and you are to mow from the land meets the water. Do not mess with the plants along with shore line as they are aquatic plants. Where Bahia sod starts and up is what you maintain. We have a monthly aquatics contractor that comes in to treat the ponds. When you transition from the back of the sidewalks in towards the tracts of land that you are doing 12 times, you will be required to mow 9 feet. The police building is on Village Green Drive and is like a house, probably a half acre site. 7-11, the County Building, the tire place, doctor's office, do not mess with those.

The edging is on a separate line item on the bid reply sheet and is 60,500 linear feet. And will be done 16 times per year.

Question and answers: Recap (several answers to questions have been corrected)

Q: The bid bond is strictly a bid bond. Can we do cash? No
A: A Cashier's Check, money order or bond is acceptable.

Q: Does the awarded contractor get his bid bond back also?
A: Yes, after the contract is signed, everyone will get their bond back.

Q: Is that area on the South side going up to the canal where the sidewalk and the trees are, is that included.

A: Yes, all of the way up the sidewalk until it turns into their property. You will do both sides of the canal because it's landscaped and irrigated by the city. There should be a distinct cut line. All of the projects that butt up to this, I oversee.

Q: There are 2 choices that we can select from to be paid; by invoice and be paid 30 days later or if we choose the P-Card/VISA program. Can you explain this and the discount on this?

Q: If we do that, we offer a discount?

A: Those are the 2 choices. The discount that you refer to is some vendors have offered the City a % discount to use the P-Card/VISA program and have access to their funds within 3-5 days. This is optional and not a mandatory discount.

Q: So if we stick with invoicing....

A: A purchase order/invoice – you will have to wait 30 days to be paid.

Q: They just passed a law limiting the credit card fees that banks could charge the vendor. Do you know if that's going to apply to this purchase card?

A: It doesn't apply to this card – only to debit cards

Q: They've changed it down to where it's a flat...it was maybe 40 cents per transaction or 20 cents per transaction. It's something that's going into effect.

A: The transaction fee is a negotiated fee by you and your bank. You can shop the banks to see who gives you the best rate.

All other questions regarding the P-Card/VISA program please contact: Karen Rogers @ 772-344-4384

Q: When we are pricing these lots, the breakdown will basically factor in the acreage that's on the south end that goes along that canal up to these lots. So some of the water is grass?

A: It's a drainage right-of-way. If you look at the blue area or where the drainage right of way is. You will mow all the way up that property where it ties into Midport Place II. You'll be able to tell because we landscaped and have irrigation there. All of the sidewalks on Village Green Drive, up to Walton Road, edge it. All the clean up. Where ever you guys blow grass, it must be gone.

Q: Will you be emailing the sign-in sheets out?

A: No – the sign in sheets are issued in this Addendum and posted on Demand Star

Q: When we are cutting the lots, the Bahia, 12 x a year, must you be in and out that same day?

A: Yes, we want it all in one shot. We're open to ideas but right now it's the City's intent that we want everyone here Tuesdays, except for special events, and we want you in and out in one day, weather permitting.

Q: Who is responsible for the Bermuda Grass?

A: Lot 15 has been excluded from this bid

Questions received via email:

Q: Regarding Lot 32, which Bealls and The Family Dollar Store are on – this lot is listed as "not included" due to color coded map – however, there is a large berm behind the stores which seems to have been mowed on the scheduled Tuesday mow – are we to include this berm, both inside and outside, in our estimate?

A: Yes

Q: Are we to include any mulching in our figuring?

A: No

Q: In regards to the Cathedral Oaks, which are in the pavers area in front of Civic Center, are we to maintain these and keep a 10-12' head clearance on these.

A: No

Q: In regards to the Reclinata Palm, in front and to the South of Civic Center pavers area – are we to keep this trimmed/cleaned out?

A: No

Bid Reply Sheet (REVISED)
Sealed Bid #20110006-LL
Civic Center Mowing & Grounds Maintenance

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ how long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
 If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Procurement Card (Visa).
(Please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Award will be made using the combination of mowing and curb edging. Bidder will furnish all specified work at the following rates:

Mowing Area	Times Per Year up to amount	Acreage	Unit Pricing Per Site	Annual Total Cost
Private Outside of SAD	This area is not included in this bid			
B. Davis Venture Lot #1 - Mowing	12	0.937	\$ -	\$ -
Priv. Prop: Lot(s) 2,3,5,6,8,9,10,11,20,21, 25,26,27,28,29,30,33,35 & 36 - Mowing	12	18.317	\$ -	\$ -
P&R Properties: Lot(s) 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Mowing	36	15.258	\$ -	\$ -
PW - Storm Water/Drainage - Mowing	36	9.45	\$ -	\$ -
PW - Right of Way - Mowing	36	3	\$ -	\$ -
PSL Utilities - Lot #4 - Mowing	36	1.43	\$ -	\$ -
PSL Police Department - Lot #23 - Mowing	36	0.706	\$ -	\$ -
PW - Lot #24 - Mowing	12	0.657	\$ -	\$ -
Edging	16	60,500lf	\$ -	\$ -
			\$ -	0

Areas listed above are color coordinated to map.

5.4a. Total monthly cost: \$ _____ 5.4b. Total yearly costs: \$ _____

5.5 Subcontractors and work to be performed:

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

Addendum #1
Sealed Bid #20110006
Mowing and Landscape Maintenance
at the Civic Center
July 5, 2011

NOTE: The bid opening date has been changed.

- ◆ **The bid opening has been changed to July 22, 2011 at 3:00pm.**
- ◆ **The bid bond amount has been changed to from 5% of total bid to A set amount of \$3,000.00.**
- ◆ **The linear footage for the edging is: 60,500 lf**
- ◆ **Lot 15 (Bermuda grass area) has been excluded from the bid.**
- ◆ **Q: An inquiry has come into the office as to who has the current Contract and if a copy of that contract can be provided to them.**
A: The current contract is with Natures Keeper and is public knowledge, it can be found on the City of Port St. Lucie Website
- ◆ **Any other questions brought up during the pre-bid meeting will be answered in Addendum #2**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

PHILIP M. MATHENY
LAWN & ORDER LANDSCAPE COMPANY
775 SW ALL AMERICAN BLVD
PALM CITY, FL 34990

63-1482/670
39

1004

DATE 07/22/11

PAY TO THE ORDER OF City of Port St. Lucie \$ 3,000.00

Three thousand & 00/100 DOLLARS



Bank
America's Most Convenient BankSM

FOR Bid Band

P. Matheny

⑆00100L⑆ ⑆067014822⑆ 4254229284⑆



SUNTRUST

Official Check

0734134113

Purchaser NATIVE SON LANDSCAPE

Date Jul. 22, 2011

Initials (w/pe)

Center

PAY

⑆⑆⑆⑆⑆⑆3,000.00⑆⑆⑆⑆⑆⑆

\$ 3,000.00

To the Order of

⑆⑆⑆⑆CITY OF PORT ST. LUCIE⑆⑆⑆⑆

Payable at SunTrust Bank

SunTrust Banks, Inc. by its Authorized Agent
SunTrust Bank
Philip M. Matheny
Authorized Signature

⑆0734134113⑆ ⑆061100790⑆ 7019019995⑆

Proscap, INC.
285 E. OAK RIDGE RD.
ORLANDO, FL. 32809
(407) 438-7442

WACHOVIA BANK, N.A.
ORLANDO, FL 32808
63-751/631 437

16193

PAY TO THE
ORDER OF

City of Port St. Lucie

\$ 3000.00

Three thousand dollars 00/100 DOLLARS

Details on Back.

AEMO Bid bond
SB # 20110004

⑆016193⑆ ⑆063107513⑆ 2090001252075⑆

[Signature]
AUTHORIZED SIGNATURE

Security Features Included

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



Seacoast
NATIONAL BANK

O. BOX 9012 • 815 COLORADO AVE., STUART, FL. 34995-9012
Remitter: SUNSHINE LAND DESIGN, INC.

**THREE THOUSAND DOLLARS AND ZERO CENTS

PAY TO THE ORDER OF *CITY OF PORT ST. LUCIE*

*****3,000.00*

AUTHORIZED SIGNATURE

[Signature]

MP

CASHIER'S CHECK

⑆836526⑆ ⑆067005158⑆ 600148⑆

BR#: 5 TLR: dp -291

No. 836526

63-515
670

DATE July 22, 2011



OFFICIAL CHECK

75132014-5
52-0133
112

RE: FERRY ENTERPRISES INC. DATE: 07/22/2011

PAY TO THE ORDER OF CITY OF PORT ST LUCIE

\$3,000.00

Three Thousand AND 00/100

DRAWER: TD BANK, N.A.
[Signature]
AUTHORIZED SIGNATURE



⑈751320145⑈ ⑆011201335⑆ 6255069404⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



Seacoast
NATIONAL BANK

P.O. BOX 9012 • 815 COLORADO AVE., STUART, FL. 34996-9012

Remitter: NATURES GROUNDS

**THREE THOUSAND DOLLARS AND ZERO CENTS

BR#: 2 TLR: fh-194

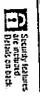
No. 835936

68-515
670

DATE July 21, 2011

PAY TO THE ORDER OF CITY OF PORT ST. LUCIE*

*****3.000.00*



AUTHORIZED SIGNATURE

[Signature]

CASHIER'S CHECK

⑈835936⑈ ⑆0670051581⑆

6001486⑈



Bank of Central Florida

101 S. FLORIDA AVE
LAKELAND, FL 33801

CASHIER'S CHECK

002837

63-1626/631
8900020101

Pay to the order of
City of Port St. Lucie

Date July 18, 2011

\$ *****3,000.00

THREE THOUSAND DOLLARS AND ZERO CENTS

DOLLARS

This document has a micro-print signature line, watermark and a thermochromic icon. Absence of these features will indicate a copy

RE: Eliaean Environmental
Bid Bond # 20110006-LL

⑆002837⑆ ⑆063116261⑆ 8900020101⑆

Julie T. Anderson

OFFICIAL CHECK

75128097-3



Bank

GEORGE KIJEWSKI

DATE:

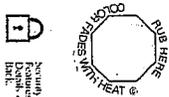
07/13/2011

CITY OF PORT ST LUCIE

\$3,000.00

Three Thousand AND 00/100

DRAWER: TD BANK, N.A.



Paula M. Anderson
AUTHORIZED SIGNATURE

⑆751280973⑆ ⑆011201335⑆ 6265069404⑆

09-14-3726B 09-2005



Cashier's Check

No. 8040228

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a stop payment and 90-day waiting period will be required prior to replacement. This check should be reported within 90 days.

Banking Center

LANEWOOD PARK/PHDR ROAD

Date

JULY 21, 2011

301/1140 NTX

0109401 00004 0008040228

Remitter (Purchased By)
DGC ENVIRONMENTAL SERVICES, INC

\$ **3000.00**

Pay To The Order Of
***THREE THOUSAND DOLLARS AND 00 CENTS**
***CITY OF PORT ST. LUCIE**

VOID AFTER 90 DAYS

Bank of America, N.A.
San Antonio, Texas

Authorized Signature

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK
⑈8040228⑈ ⑆111000019⑆ 001641002062⑈

If awarded the contract, the performance bond will be issued on an annually renewable basis. Non-renewal by the surety does not constitute default.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **we Nature's Keeper, Inc.**
(Here insert full name and address or legal title of Contractor)
3795 Sneed Road, Fort Pierce, FL 34945

as Principal, hereinafter called the Principal, and **United Fire & Casualty Company**
(Here insert full name and address or legal title of Surety)
PO Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Port St. Lucie**
(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
as Obligee, hereinafter called the Obligee, in the sum of **Three Thousand and 00/100**

Dollars (\$ 3,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Bid #20110006, Mowing and Landscape Maintenance at the Civic Center, 9221 SE Civic Center Place, Port St. Lucie, FL 34952

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **July** **2011**

(Witness)

Nature's Keeper, Inc.
(Principal) (Seal)

ROBERTA WEST (Title) PRESIDENT

(Witness)

United Fire & Casualty Company
(Surety) (Seal)

(Title)

**Leslie M. Donahue, Attorney-in-Fact
and Florida Licensed Resident Agent**

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR GLORIA A. RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND, CHERYL FOLEY, ALL INDIVIDUALLY OF MAITLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973:

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of January, 2010



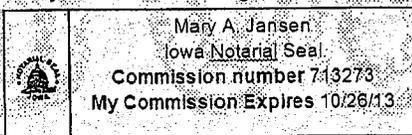
UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 27th day of January, 2010, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 27th day of July 2011

Paul A. Gange
Secretary

BID BOND

KNOW ALL BY THESE PRESENTS, That we, ValleyCrest Landscape Maintenance, Inc.

of 14920 Orange Avenue, Fort Pierce, Florida 34945 (hereinafter called the Principal),

as Principal, and Safeco Insurance Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Port St. Lucie

(hereinafter called the Obligee) in the penal sum of Three Thousand and No/100-----
----- Dollars (\$3,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid #20110006-LL for Civic Center Mowing and Grounds Maintenance

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of July, 2011.

Rob Margueratt
Witness

ValleyCrest Landscape Maintenance, Inc (Seal)
Principal
{ *Branch Manager*
Title

Maria Pena
Witness

Safeco Insurance Company of America
{ By *C.K. Nakamura*
C.K. Nakamura, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JUL - 8 2011 before me, Lisa L. Thornton, Notary Public, personally appeared C.K. Nakamura who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

[Handwritten Signature]



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4646561

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 500,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 15th day of June 2011



SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of June, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of

JUL - 8 2011



By Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid Reply Sheet (REVISED)
Sealed Bid #20110006-LL
Civic Center Mowing & Grounds Maintenance

1. **COMPANY NAME:** Lawn and Order

DIVISION OF: _____

PHYSICAL ADDRESS: 401 SE Alamanda Way

MAILING ADDRESS: Same as above

CITY, STATE, ZIP CODE: Stuart, FL. 34996

TELEPHONE NUMBER: (772) 342-7100 FAX NO. () _____

CONTACT PERSON: Matt Matheny E-MAIL: lawn62@yahoo.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes-- No If yes, in what state? _____

 President

 Vice President

 Treasurer

How long in present business: 4 1/2 yrs. how long at present location: less than a yr.

Is firm a minority business: Yes-- No Does firm have a drug-free workplace program: Yes-- No
 If no, is your company planning to implement such a program? NO

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
<u>Addendum #1</u>	<u>July 5th, 2011</u>
<u>addendum #2</u>	<u>June 30th, 2011</u>

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Procurement Card (Visa).
 (Please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Award will be made using the combination of mowing and curb edging. Bidder will furnish all specified work at the following rates:

Mowing Area	Times Per Year up to amount	Acreage	Unit Pricing Per Site	Annual Total Cost
Private Outside of SAD	This area is not included in this bid			
B. Davis Venture Lot #1 - Mowing	12	0.937	\$ 362	\$ 43.49
Priv. Prop: Lot(s) 2,3,5,6,8,9,10,11,20,21, 25,26,27,28,29,30,33,35 & 36 - Mowing	12	18.317	\$ 708.39	\$ 8,500.73
P&R Properties: Lot(s) 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Mowing	36	15.258	\$ 590.09	\$ 21,243.24
PW - Storm Water/Drainage - Mowing	36	9.45	\$ 365.47	\$ 13,156.94
PW - Right of Way - Mowing	36	3	\$ 116.02	\$ 4,176.81
PSL Utilities - Lot #4 - Mowing	36	1.43	\$ 55.30	\$ 1,990.94
PSL Police Department - Lot #23 - Mowing	36	0.706	\$ 27.30	\$ 982.94
PW - Lot #24 - Mowing	12	0.657	\$ 25.41	\$ 304.91
Edging	16	60,500lf	\$ 248.32	\$ 3600.64
			\$ 2,139.92	\$ 54,000.64

Areas listed above are color coordinated to map.

5.4a. Total monthly cost: \$ 4,500.05 5.4b. Total yearly costs: \$ 54,000.64

5.5 Subcontractors and work to be performed:

5. BID RESPONSE:

5.1 Bidder will / will not accept the Procurement Card (Visa).
 (Please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Award will be made using the combination of mowing and curb edging. Bidder will furnish all specified work at the following rates:

Mowing Area	Times Per Year up to amount	Acreage	Unit Pricing Per Site	Annual Total Cost
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B. Davis Venture Lot #1 - Mowing	12	0.937	\$ 3.61	\$ 43.49
Priv. Prop: Lot(s) 2,3,5,6,8,9,10,11,20,21, 25,26,27,28,29,30,33,35 & 36 - Mowing	12	18.317	\$ 708.33	\$ 8,500.73
P&R Properties: Lot(s) 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Mowing	36	15.258	\$ 590.09	\$ 21,243.24
PW - Storm Water/Drainage - Mowing	36	9.45	\$ 365.47	\$ 13,156.94
PW - Right of Way - Mowing	36	3	\$ 116.02	\$ 4,176.81
PSL Utilities - Lot #4 - Mowing	36	1.43	\$ 55.30	\$ 1,990.94
PSL Police Department - Lot #23 - Mowing	36	0.706	\$ 27.30	\$ 982.94
PW - Lot #24 - Mowing	12	0.657	\$ 25.40	\$ 304.91
Edging	16	60,500lf	\$ 225.00	\$ 3,600.00
			\$	\$54,000.00
			-	0

Areas listed above are color coordinated to map.

5.4a. Total monthly cost: \$ 4,500.00

5.4b. Total yearly costs: \$ 54,000.00

5.5 Subcontractors and work to be performed:

Mowing Area	Times Per Year up to amount	Acreage	Unit Pricing Per Site	Annual Total Cost
Private Outside of SAD	This area is not included in this bid			
B. Davis Venture Lot #1 - Mowing	12	0.937	\$ 3.62 -	\$ 43.49 -
B. Davis Venture Lot #1 - Edging	12	0	\$ 31.04 -	\$ 372.48 -
Priv. Prop: Lot(s) 2,3,5,6,8,9,10,11,20,21, 25,26,27,28,29,30,33,35 & 36 - Mowing	12	18.317	\$ 708.39 -	\$ 8500.73 -
Priv. Prop: Lot(s) 2,3,5,6,8,9,10,11,20,21, 25,26,27,28,29,30,33,35 & 36 - Edging	12	0	\$ 31.04 -	\$ 372.48 -
P&R Properties: Lot(s) 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Mowing	36	15.258	\$ 590.09 -	\$ 21,243.24 -
P&R Properties: Lot(s) 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 31, 34, & 37 - Edging	16	0	\$ 31.04 -	\$ 496.64 -
PW - Storm Water/Drainage - Mowing	36	9.45	\$ 365.47 -	\$ 13,156.94 -
PW - Storm Water/Drainage - Edging	16	0	\$ 31.04 -	\$ 496.64 -
PW - Right of Way - Mowing	36	3	\$ 116.62 -	\$ 4,176.81 -
PW - Right of Way - Edging	16	0	\$ 31.04 -	\$ 496.64 -
PSL Utilities - Lot #4 - Mowing	36	1.43	\$ 55.30 -	\$ 1990.94 -
PSL Utilities - Lot #4 - Edging	16	0	\$ 31.04 -	\$ 496.64 -
PSL Police Department - Lot #23 - Mowing	36	0.706	\$ 27.30 -	\$ 982.94 -
PSL Police Department - Lot #23 - Edging	16	0	\$ 31.04 -	\$ 496.64 -
PW - Lot #24 - Mowing	12	0.657	\$ 25.41 -	\$ 304.91 -
PW - Lot #24 - Edging	12	0	\$ 31.04 -	\$ 372.48 -
			\$ 21,392 -	\$ 54,000.54 -

**See Map for color coordinated areas.

Lisa Lawrence

From: Philip Matheny [lawn62@yahoo.com]
Sent: Tuesday, August 09, 2011 12:45 PM
To: Lisa Lawrence
Subject: Civic Center Bid - Lawn & Order Co.

Hello Lisa,

I went over the bid and I am comfortable with the original quote submitted. Please do not hesitate to contact me if you have any other questions. Thank you in advance for your consideration.

Sincerely,

Philip M. Matheny

CHECKLIST
Sealed Bid #20110006-LL
Civic Center
Mowing & Grounds Maintenance

Name of Bidder: Philip M. Matheny

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet with proper signature and notarized.
- Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number-20110006-LL
 - Bid Title – Civic Center Mowing and Grounds Maintenance
 - Bid Opening – July 8, 2011 @ 3:00pm
- Drug-Free Workplace Form
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section 5
- Have reviewed the Contract and accept all City Terms and Conditions
- Contractor's Questionnaire
- One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)
- Bid Bond
- Attachment "A"

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Lawn & Order Landscape Company does:
(Name of Business)

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 or 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.

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

P. Not Not
Bidder's Signature
07/21/11
Date

CONTRACTOR'S QUESTIONNAIRE
Sealed Bid #20110006-LL
Civic Center Mowing and Grounds Maintenance

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 21st day of July, 2011.

Lawn & Order Landscape Company
Name of Organization / Proposer

By: Philip M. Matheny / owner
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?
Individual

2. Firm's name and main office address, telephone and fax number, e-mail:
Lawn & Order Landscape Company
401 SE Alamanda Way Stuart, FL 34994

3. Firm's previous names (if any).
None

4. How many years has your organization been in business as a contractor? 4.5 years
As a General Contractor? Yes As a Sub-contractor? no

5. List five (5) individuals or corporations for which you have performed work and that may be used as references. Please include mailing address, contact name and telephone number. **DO NOT** include the City of Port St. Lucie as a reference.

Preferred Realty - Sal Pusateri - 526 SW Port St. Lucie Blvd. - 285-1759
In conjunction with J & Sons Landscaping - 3950 SW Boatramp Ave. Palm City - 285-6015
Scott Moreton - 2392 Marseille St. Port St. Lucie 34952 - 672-0081
Alan Warneck - 6235 NW Sayas Ave - Port St. Lucie 34983 - 871-2399
Wayne King - 222 Ramire Ln - Port St. Lucie 34952 - 878-0989

6. List of projects recently completed and in process

lindafritts@bellsouth.net
Bushhogging & tree trimming for Preferred Realty / Sal Pusateri
Spanish Lakes Mobile Home Community in conjunction with J & Sons Landscaping

7. Major equipment owned and available for these services.

2 Dixie Chopper 50" Silver Eagles - 2005 Model
1 Dixie Chopper 60" 2003 model
3 Echo Weedeater SRM 230 model
1 Shindaiwa Edger
2 Shindaiwa Blowers

(Attach additional sheet if necessary)

8. List all subcontractors to be utilized.

None

9. Financial statement (optional) listing assets and liabilities. Attach additional sheets if necessary.

10. Have you ever failed to complete a contract awarded to you? List: name, location, and reason.

No

11. Status of contracts on hand:

None currently

Primarily Homeowners -

(SEAL)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SW

DATE (MM/DD/YYYY)

07/22/11

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 Todd Associates South, LLC 584 NW University Dr. 707 Port St Lucie, FL 34986 Bryan Swicicki		CONTACT NAME: Philip Matheny PHONE (A/C No, Ext): 561-693-7249 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PHILI-2		FAX (A/C, No):
INSURED Philip Matheny DBA Lawn & Order 401 SE ALAMANDA WAY STUART, FL 34996		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers P&C Co. of America INSURER B: Travelers Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25674 25666

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	X	TRPH072111-12	07/21/11	07/21/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	BA-4A553809	07/21/11	07/21/11	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PHWC072111	07/21/11	07/21/11	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X			

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

1999 Chevy VIN 2GCEC19XX1245680
 GL Policy to include CG-2026 in favor of City Of Port St Lucie political Sub-division of the State of Florida Its Officers, Employees and agents for contract 20110006LL

CERTIFICATE HOLDER**CANCELLATION**

The City Of Port St Lucie
 121 S.W. Port St. Lucie Blvd
 Port St Lucie, FL 34984

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
 Bryan Swicicki

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

REFERENCE CHECK FORM

Bid Number: 20110006

Title: Mowing & Landscape Maintenance at the Civic Center

Bidder: Lawn & Order

Reference: J & Sons Landscape Company

Fax #: (772) 219-1903

Email: linda.fritts@bellSouth.net

Telephone #: (772) 285-6015

Person to contact: Joseph Fritts

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Vendor: Everything from heading up a crew to mow the Spanish Lakes subdivision to landscaping jobs such as planting hedges & sod.

Have you had any issues with non-performance? None

How many projects has this vendor completed for you within the past 5 years? over 40

What problems were encountered (claims)? None

How many change orders were requested by this Vendor? None

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>9</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>10</u>

Would you contract with this Vendor again? Yes No Maybe

Comments: I've never had any issues at all with Lawn & Order. Very dependable and hard-working.

Thank you.

**City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984**

RECEIVED
22 JUL PM 1:25 01s

**Philip M. Matheny
Lawn & Order Landscape Co.
401 SE Alamanda Way
Stuart, FL 34996
Bid No. 20110006-LL
Civic Center Mowing and Grounds Maintenance**

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RECEIVED
22 JUL PM 1:25 '16

Philip M. Matheny
Lawn & Order Landscape Co.
401 SE Alameda Way
Stuart, FL 34996
Bid No. 20110006-LL
Civic Center Mowing and Grounds Maintenance