

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 13B
DATE 11/14/11

Meeting Date: November 14, 2011

Public Hearing Ordinance Resolution Motion

Item: 20110069- Lot Mowing of Neighborhood Stabilization Program Houses

Recommended Action:

Approval of Award and Contract with Native Son Landscape Management, LLC., for the Lot Mowing of Neighborhood Stabilization Program Houses (NSP1 & NSP3) any additional areas identified by the City of Port St. Lucie, future expenditures as budget allows and all renewals.

Exhibits: Department memo attached yes no

All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents.

Explanation/Background Information:

It was determined by Community Services to re-bid the Lot Mowing services for the Neighborhood Stabilization Program houses. The bid package was issued on Demand Star and six (6) proposals were received. The proposals were opened on September 30, 2011 at 1:00pm. The top three bidders were chosen and sent to Community Services Department for their review. Native Son Landscape Management, LLC. met all requirements and qualifications and was the best value proposal of \$20.00 per lot, Included in their pricing are initial clean up fees of 1 hour @ \$20.00, 2 hours @\$40.00 and 3 hour @ \$60.00 for lots added to the program. This is a two (2) year contract with automatic extensions until the NSP Program is complete.

Purchase is a replacement

Purchase was budgeted.

Department requests expenditure from the following:

Fund	114 116	NSP3 NSP1
Cost Center	5500 5500	Projects Projects
Object Code	549000	Disposition/Other Current Charges
Project	NS5XX NSXXX	

Director of OMB concurs with award: ck City Manager concurs with award: JAB

Department requests minutes to make a presentation.

Submitted by: ^{TSP} Tricia Swift-Pollard, Director, Community Services Date Submitted: 10/19/11

RECEIVED
OCT 19 2011
Office of Mgmt. & Budget

RECEIVED
OCT 25 2011
City Manager's Office

Memo

To: LISA MARIE LAWRENCE, OMB CONTRACT SPECIALIST

From: TRICIA SWIFT-POLLARD, DIRECTOR, COMMUNITY SERVICES

TSP

Date: OCTOBER 18, 2011

Re: APPROVAL FOR LOW BID ON LAWN MOWING SERVICES

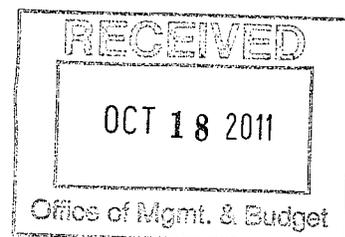
After review of the proposals for lawn mowing, the Community Services Department recommends the lowest eligible bidder, Native Son for lawn mowing services for the Neighborhood Stabilization Program.

The following line item should be charged for this service:

116-5500-549000-NSXXX

114-5500-549000-NS5XX

If you have any questions or require additional information please contact me.



ROUTING REQUEST

DATE: October 25, 2011
TO: City Manager/City Clerk Office
FROM: Lisa Marie Lawrence, OMB
SUBJECT: Contract #20110069, Lot Mowing of NSP Homes

The attached is being sent to you for the reason(s) as indicated below:

XX_ For your records

Thank you 

Attachment (s)

Agenda Item Request
Departmental Recommendation Memo
Sample "Contract"

(Bid Packages)

Native Son Landscape Management, LLC. (awarded)
Greco International Corp.
Treasure Coast Lawns
All Star Landscaping
Property Works
DGC Environmental Services

(Original Bid Documents)

Bid Tabulation
Bid Opening Attendance Log
Bid Receiving Log
Bid Receiving Report
Addendum #1
Pre-Bid Meeting Attendance Log (2)
Pre Bid Meeting Agenda
NSP3 Map
Demand Star Bid Details
SB-20110069-LL

RECEIVED

OCT 24 2011

City Manager's Office

Bid Reply Sheet
Sealed Bid #20110069-LL
Lot Mowing of Neighborhood Stabilization Program Houses

1. **COMPANY NAME:** NATIVE SON LANDSCAPE INC.
DIVISION OF: _____
PHYSICAL ADDRESS: 890 NE Dixie Hwy, Jensen Bch 34957
MAILING ADDRESS: P.O. 1455 Palm City FL 34991
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBER: 772 370 5660 FAX NO. () _____
CONTACT PERSON: DENNIS CONNOR E-MAIL: DENNIS4834@CME.COM

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

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

Dennis Cunningham
President

Vice President

Treasurer

How long in present business? 6 How long at present location? 1

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

Does the Bidder have a Vicinity Hiring Certificate? Yes No Is the Bidder a Section 3 business? Yes No

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.ctyofpsl.com and click on the blue button entitled "Neighborhood Stabilization - 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP3. Information sheets are located in the respective areas

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

Addendum Number	Date Issued
<u>1</u>	<u>9/13/11</u>

Lot Mowing of NSP Homes

[Empty rectangular box]

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 Onvia.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 Purchasing Card (Visa).
(please circle one)

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

5.3 Pricing: **NOTE:** Condition of lots may vary upon assignment. If lot has not been maintained, the pricing for initial (first time only) mowing will include the mowing of the lot, string trim all edges of building(s), driveways, walkways, patios, etc, trimming of bushes, raking, weeding and the power blowing of grass from driveways, walkways, patios, etc. It is the Contractor's responsibility to haul all lawn debris from the site and dispose of properly. Any resulting hauling or disposal fees are the responsibility of the Contractor.

5.3.1 Pricing for the initial mowing of the lot as described above:

*Standard City Lot taking up to 1 hour to mow, weed and trim: \$ 20 Each

*Standard City Lot taking over 2 hours to mow, weed and trim: \$ 40 Each

*Standard City Lot taking over 3 hours to mow, weed and trim: \$ 60 Each

5.3.2 Following the initial mowing, selected Bidder is required to mow, string-trim, trim bushes, weed and blow-off hard surfaces as needed.

*Fixed price per lot following the initial mowing: \$ 20 Per Lot/Per Mowing

TOTAL OF ALL (4) LINES: \$ 140

The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown.

5.4 Bidder proposes to use a subcontractor for Item #5.3: YES ___ NO

(Include business name, contact person, telephone number)

5.5 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer H-Dixie Choppers Part No. 1-60" 3-52"

Lot Mowing of NSP Homes

2 - LESCO walk behind mower
2 - Edgers 4 - weed eaters 4 - Blowers

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 bids 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.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

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) Dennis Cunningham 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 [Signature] Title 9/28/11
State of: FL County of: Martin

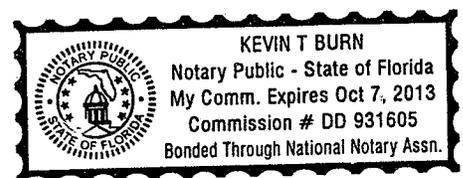
Before me personally appeared: Dennis Cunningham
(please print)

Personally known Produced Identification: _____ Identification No. _____
(type of identification)

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

WITNESS my hand and official seal, this 28th day of September, 2011.

[Signature] Notary Public-State of Florida at Large
Notary Signature



Lot Mowing of NSP Homes

My Commission Expires: Oct 7, 2013

(SEAL)

CHECKLIST

Lot Mowing of Neighborhood Stabilization Program Houses

Name of Bidder: Red Antio San Landscape

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: 20110069
 - Bid Title: Lot Mowing for the Neighborhood Stabilization Program
 - Bid Opening Date & Time: 2:00
- Drug-Free Workplace Form
- All pricing has been mathematically reviewed and all corrections have been initialed.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of current Insurance Certificate in accordance with Section V
- Copies of all licenses
- Have reviewed the Contract and accept all City Terms and Conditions
- One (1) original and four (4) copies of required documents **(NO RINGED BINDERS)**
- Copies of Section 3 Certificate and/or Vicinity Hiring Certificate
- W-9 Form
- Reference Check Form-Three (3) individual reference forms submitted with bid
- \$500 Bid Bond or an acceptable alternative.
- Equipment list included on Bid Reply form.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET



CERTIFICATE OF LIABILITY INSURANCE

EDG
R054DATE (MM/DD/YYYY)
09-27-2011

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 PAYCHEX INSURANCE AGENCY INC 210705 P:()- F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No): (888)443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

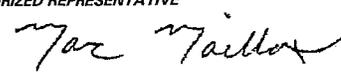
INSURED: NATIVE SON LANDSCAPE MANAGEMENT LLC
 PO BOX 1455
 PALM CITY FL 34991

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	76 WEG FZ7391	03/13/2011	03/13/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER CITY OF PORT ST LUCIE BLDG A STE 391 121 SW PORT ST LUCIE BLVD PORT SAINT LUCIE, FL 34984	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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"White, Teresa" <TeWhite@geico.com>

CERTIFICATE

September 27, 2011 5:00 PM

This email/fax message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this email/fax is prohibited. If you are not the intended recipient, please destroy all paper and electronic copies of the original message.

POLICY NUMBER: 73APG037995-01

M-5506 (07/2010)

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 09/27/2011 4:56 PM

NAMED INSURED DENNIS CUNNINGHAM

NAMED INSURED'S ADDRESS P.O. 1455 PALM CITY, FL 34991

INSURANCE COMPANY NAME: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131

Table with columns: POLICY NUMBER, TYPE OF INSURANCE, LIMIT, INCEPTION DATE, EXPIRATION DATE. Includes sections for AUTOMOBILE LIABILITY, GARAGE LIABILITY - OTHER THAN AUTO, GARAGEKEEPERS COVERAGE, and OTHER COVERAGES.

Table with columns: Vehicle Schedule (Year, Make, Model, VIN) and Vehicle-Specific Coverage (Collision, Comp or Spec. Caus., Stated Amount, Phys. Dam. Deductible).

This Certificate issued to: CITY OF PORT ST. LUCIE

This Certificate issued by: GEICO Insurance Agency, Inc.

121 SW PORT ST. LUCIE BLVD
Port Saint Lucie, FL 34984

One GEICO Boulevard
Fredericksburg, VA 22412



Authorized Representative

M-5506 (07/2010)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2011

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 AMERICAN INSURANCE BROKERS 3650 N.W. 82ND. AVE. PH 504 DORAL FL 33166	CONTACT NAME: YOANNA BATISTA PHONE (A/C No. Ext): (305) 715-9956 FAX (A/C No.): (305) 715-7316 E-MAIL ADDRESS: YBATISTA@AMERICANINSURANCEBROKERS.COM																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Cypress Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cypress Insurance Group		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Cypress Insurance Group																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Native Son Landscaping P.O. Box 1455 Palm City FL 34991-																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GFL-1004451-02	02/06/2011	02/06/2012	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER **CANCELLATION** AI 001478

CITY OF PORT ST LUCIE 121 PORT ST LUCIE BLVD PORT ST LUCIE FL	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  A147486

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HONORABLE RUTH PIETRUSZEWSKI, TAX COLLECTOR
3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994
(772) 288-5604

PHONE _____
LOCATION: 2025 SW SILBER PINE WAY
SIC NO 561730

CHARACTER COUNTS IN MARTIN COUNTY

PREV YR.	\$ 26.25	LIC. FEE	\$ 26.25
	\$ 6.56	PENALTY	\$.00
	\$ 6.60	COL. FEE	\$.00
	\$.00	TRANSFER	\$.00
TOTAL	65.66		

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF **LAWN & LANDSCAPE MAINTENANCE** AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

28 DAY OF SEPTEMBER 2011
AND ENDING SEPTEMBER 30, 2012

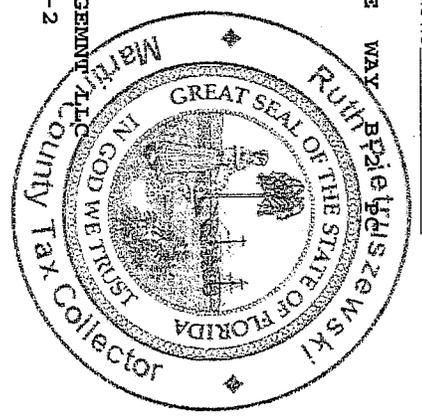
CUNNINGHAM, COREY
NATIVE SON LANDSCAPE MANAGEMENT LLC
2025 SW SILVER PINE WAY B-2
PALM CITY, FL 34990

503 2010 06969.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A \$250 FINE. IF NOT PAID BY OCT. 1, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE — A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <i>Cory Cunningham</i>	
	Business name/disregarded entity name, if different from above <i>Native Son Landscape Management</i>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <i>P.O. Box 1435</i>		Requester's name and address (optional)
City, state, and ZIP code <i>Palm City FL 34991</i>		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">26</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">3970367</td> <td style="width: 25%;"></td> </tr> </table>	26	-	3970367	
26	-	3970367		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <i>9-28-11</i>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

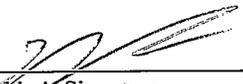
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

DRUG-FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that
Native Sea Landscape 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 solo 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.



Bidder's Signature

7/28/11

Date

Lot Mowing of NSP Homes

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

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20110069-LL	
Title: Lot Mowing of Neighborhood Stabilization Program	
Bidder/Respondent: <u>NATIVE SDN LANDSCAPE</u>	
Reference: <u>TOWN of PALM BEACH</u>	Fax #: _____
Email: _____	Telephone #: <u>561 727 7038</u>
Person to contact: <u>Edward Armstrong</u>	

Reference Instructions: The above Bidder 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 Contractor.

Were the Mowing Services carried-out on a timely basis?

How long was the Mowing Services contract?

What problems were encountered (claims)?

Did the company deliver prompt service when called?

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

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

earmstrong@townofpalmbeach.com

Lot Mowing of NSP Homes

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

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20110069-LL	
Title: Lot Mowing of Neighborhood Stabilization Program	
Bidder/Respondent: <u>Native San Landscaping</u>	
Reference: <u>Fellis HOP</u>	Fax #: _____
Email: _____	Telephone #: <u>772-473 2052</u>
Person to contact: <u>Ron Webber</u>	

Reference Instructions: The above Bidder 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 Contractor.

Were the Mowing Services carried-out on a timely basis?

How long was the Mowing Services contract?

What problems were encountered (claims)?

Did the company deliver prompt service when called?

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

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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Lot Mowing of NSP Homes

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

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20110069-LL	
Title: Lot Mowing of Neighborhood Stabilization Program	
Bidder/Respondent: <u>Native Sea Landscape</u>	
Reference: <u>McArthur Golf Club</u>	Fax #: _____
Email: _____	Telephone #: <u>772.545.3435</u>
Person to contact: <u>Mike Neary</u>	

Reference Instructions: The above Bidder 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 Contractor.

Were the Mowing Services carried-out on a timely basis?

How long was the Mowing Services contract?

What problems were encountered (claims)?

Did the company deliver prompt service when called?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes []

No []

Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

MNeary @ mcarthurgolf.com

CERTIFICATION FOR CONSTRUCTION RELATED INDUSTRY

EMPLOYEES
AND
BUSINESS CONCERNS

CERTIFICATION OF RESIDENCE AND DEMONSTRATION OF CAPABILITY

Name _____

Address _____

Phone No. _____

Fax No. _____

Email Address _____

Type of Work (describe your skills and indicate current or prior experience)

Name of Construction Related Business (if applicable)

Native Son Landscape Mgt.

Address of Business 8901 NE Dixie Hwy Jensen Bch

Type of Work

Landscape

I certify that I live in the NSP-3 neighborhood and would like to be notified of job opportunities in my area of expertise.

Signature

N/A

Date _____

This check has a blue background on white paper and some of the security features on this document include: a watermark, micro print signature line and a holographic foil strip; absence of these features will indicate a copy.



SUNTRUST

Official Check

0734952231

64-79/611

Purchaser Native Son Landscape

Fraud Protected by Positive Pay

Date Sep. 28, 2011

143283 6071280 Initials (type) Center

PAY ***\$500.00***

***500.00**

City of Port St Lucie

SunTrust Banks, Inc. by its Authorized Agent SunTrust Bank



To the Order of

Payable at SunTrust Bank

Authorized Signature

Tamara Silva

⑆0734952231⑆ ⑆081100790⑆ ⑆019019999⑆

Native Son Landscape

~~1210~~ ~~#~~ P.O. Box 1455

Peelton City, FL 34

20110069-LL

RECEIVED

29 SEP AM 11:50 11s

City of

Office of

121 SW

Port St L

Lot mowing for the

20110069

9/30

200

Management

991

Port St Lucie

Management & Budget

Port St Lucie Blvd.

Lucie, FL 34984

The Neighborhood Stabilization
Program

pm

#20110069 Bid Tabulation
 Lot Mowing of NSP Homes
 Bid Opened: 9/30/2011 @ 2:00 pm

	2		1		3	
	TC Lawns	Greco Intl	Native Son	Prop Works	All Star	DGC Envir.
Initial Per Lot Mowing - 1 hour	\$ 25.00	\$ 30.00	\$ 20.00	\$ 19.75	\$ 40.00	\$ 51.00
Initial Per Lot Mowing - 2 hour	\$ 50.00	\$ 60.00	\$ 40.00	\$ 39.50	\$ 60.00	\$ 102.00
Initial Per Lot Mowing - 3 hour	\$ 75.00	\$ 90.00	\$ 60.00	\$ 59.25	\$ 80.00	\$ 153.00
Fixed Price Per Lot	\$ 25.00	\$ 30.00	\$ 20.00	\$ 100.00	\$ 20.00	\$ 20.00
Total	\$ 175.00	\$ 210.00	\$ 140.00	\$ 218.50	\$ 200.00	\$ 326.00
with Visa Discount						
Years in Business	22	15	6	8	8	6
Bid Bond or Cashiers Check	CC	CC	CC	CC	CC	CC
Use a Subcontractor	No	No	No	No	No	No
Equipment Listed	Yes	Yes	Yes	Yes	Yes	Yes
Insurance Certificate	Yes	Yes	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	No	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes	Yes	Yes
Accepts Terms & Conditions	Yes	Yes	Yes	Yes	Yes	Yes
Original & (4) copies	Yes	Yes	Yes	Yes	Yes	Yes
Reference Check Forms (3)	Yes	Yes	Yes	Yes	Yes	Yes
Licenses	Yes	Yes	No	Yes	Yes	Yes
Minority Business	No	No	Yes		Yes	No
Section 3 Certificate	Yes	No	No	No	No	No
Vicinity 3 Certificate	No	No	No	No	No	No
Broadcast List: 245 suppliers notified						
Planholders: 20						
No Bid: None Received						

BID OPENING ATTENDANCE
20110069-LL
Lot Mowing for the Neighborhood Stabilization Program
September 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.	<i>Michael Busyence</i>	<i>ALL STAR Landscaping</i>		Ph: 577 - 626-4465 Fax:
3.	<i>Ron Thorpe</i>	<i>TREASURE COAST LAWN</i>		Ph: 772-409-4974 Fax: 772-672-4403
4.				Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
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 RECEIVING REPORT**

SRFP #20110069-LL
OPEN: 09/30/2011
TIME: 2:00:00 p.m.

BID TITLE: Lot Mowing of NSP Homes

The following vendor(s) submitted a bid in accordance with specifications:

Bidders	Total Price
1. Treasure Coast Lawns	\$ 175.00
2. Green Int'l Corp	\$ 210.00
3. Native Son Landscaping	\$ 140.00
4. Property Works	\$ 218.50
5. Allstar Landscaping	\$ 200.00
6. DGC Environmental Services	\$ 326.00
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$

The following vendor(s) submitted a "No Bid":

1. _____
2. _____
3. _____

Number of potential bidders notified: 245
Number of plan holders: 20

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.

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID RECEIVING REPORT

SRFP #20110069-LL
OPEN: 9/30/2011
TIME: 2:00:00 p.m.

BID TITLE: Lot Mowing of NSP Homes

29 SEP AM 11:05 02s 20110069
RECEIVED Lot Mowing
Common Area's Maint. for NSP
-DGC Environ.

30 SEP AM 8:39 40s Treasure Coast
RECEIVED Lawns Inc.
20110069

29 SEP AM 11:49 57s 20110069-LL
RECEIVED
Native Son Landscape Mgmt

30 SEP AM 10:27 01s
RECEIVED Property Works
20110069-LL

30 SEP AM 10:37 11s 20110069-LL
RECEIVED
Greco Intl Corp

RECEIVED
30 SEP AM 10:28 35s 20110069-LL
All Star handscaping

**Addendum #1
Pre-Bid Meeting
Bid #20110069-LL
Lot Mowing of Neighborhood Stabilization Program Houses
September 13, 2011**

Attendees:

Lisa Lawrence – OMB
Jim Pritchard – OMB
Karen Rodgers – OMB
Vickie Smith – OMB
Rosa Reina – Community Services
Ron Thorpe – Treasure Coast Lawns
Kathy Jagers – Treasure Coast Lawns
Rick Thorpe – Greco Inter. Corp.
Michael Pasquence – All Star Landscaping
Preston Searls – Propertyworks
Roberto Eggens – G&R Landscaping
Loretta Smith – Drake & Drake
Reginald Smith – Drake & Drake
Mark Thompson – DGC

Lisa Lawrence: Good Morning. This is a Pre-Bid Meeting Conference for Bid # 20110069 – Lot Mowing for the Neighborhood Stabilization Program. I want to remind everybody that the meeting is being recorded, so if you could please speak up and clearly and state your name and the company that you're with when it's time for questions that would be great. I am Lisa Lawrence; I am with the Office of Management and Budget. I am going to have the other people who are with the City of Port St. Lucie introduce themselves, Jim Pritchard – OMB, Rosa Reina – Community Services Department, Vickie Smith – Secretary OMB. Sign in sheet has been passed out as well as a map, that is for the NSP 3 vicinity, so if you have any questions later, you have that information in front of you. I want to go over a couple of things regarding the bid package. There is a \$500 bid bond or cashier's check required. We do not accept company checks; we do not accept personal checks, so that is required at the time you submit your proposal. Your company must have a business tax license certificate from either Port St. Lucie or the county in which your business is located. The insurance requirements, which is section five of the bid documents on page 14. My suggestion to all of you is to take the three pages 14, 15, and 16 and fax them to your insurance agent because if they miss anything your bid will be rejected. Also included with the required bid

documents are the three reference check forms. We do check references, so make sure you fill that out, name and fax number for whoever you are listing as your reference. **Do not list the City of Port St. Lucie** if you worked for us in the past.

Q: Kathy Treasure Coast Lawn – Is this something new, this fire damage? Do we have to have that before we put the bid in?

A: Lisa Lawrence – It is new and you may not have to have that, I have a call in to our Risk Management Department and I will issue that in an addendum, because I am trying to find out if that is a requirement. So, I hope to have that information by the end of the week. I do believe that that is going to be taken out. I am 90% certain.

Correction: The fire damage rider is a requirement. Due to the Grant funding, you must carry this rider.

You all had a chance to look at your bid documents. I just want to make sure that you submit the proper bid reply sheet. We did not post a separate sheet as I usually do. The bid reply is in the bid documents, and I believe it is page 18 of your documents. There are three pages of that bid reply sheet. **I want to remind everybody your bids are due September 30th by 2:00pm. Any bids received at 2:01 and after will be rejected. They will be returned unopened to you, if you do not have them in by 2:00.** There is some information regarding Section 3 and Vicinity Hiring requirements in which I am going to turn the meeting over to Jim and Rosa and they can go over those requirements.

Jim Pritchard – Simply, this bid is for all the NSP; NSP 1, which we've been doing for awhile and NSP 3 which we're just starting. I'd say there are approximately 90 homes left currently that are being mowed. Then as we sell them, that will go down, but as we buy new homes that will go up. We've purchased one home on NSP 3; the Section 3 information is basically, information from the general HUD grant. It's some requirements that they've go in. The Vicinity Hiring is specifically for the Phase 3, for any homes in that particular instance.

Rosa Reina – So if I could tie in with what Jim has stated; the map that you see in front of you covers the NSP 3 area only. NSP 1 covers ten census tracts that goes from east of US1 to Archer Avenue which is where Bayshore and Airoso meet; as far west as Gatlin and there's only one census tract that is south of Port St. Lucie Blvd, which is the 2104 tract which is between Gatlin and the C24 canal. So I just want to let you know as Jim stated, we have 29 empty lots because we demolished

those homes and we still have 60 homes that are in the process of being repaired and sold. That's just for the NSP 1 program and then with this program, NSP3, we have an additional 39 homes that we will be purchasing. The area could be quite wide in terms of what we need to have taken care of. The frequency of the mowing changes throughout the year, so it can get pretty intense. Then also to touch upon the Section 3, this new grant funding for NSP 3 carries the Section 3 and vicinity hiring. Section 3 ties in because the city has received federal funds, the federal government would like to see us demonstrate our efforts to hire individuals who live in low income housing, low income areas. So, if you're looking to hire anyone there are targeted areas where we would like you to try to concentrate your efforts to at least demonstrate the willingness to participate and help us meet the Section 3 goals. Vicinity Hiring is just what it sounds like, this particular target area that you see, if you're going to be subcontracting any work or hiring in any way shape or form, to help you carry out this task of mowing these lots, we would like you to also try to hire from company's or subcontractors within this area. It's a small area, so that part is easier than the Section 3 part. You just need to demonstrate any effort that you have made, like posting signage, or advertising in designated low income housing areas, etc. So that then we can also demonstrate to HUD that we are attempting to follow through and meet those goals.

Lisa Lawrence – We try to explain it as easy as we possibly could, but if anybody has any questions regarding Vicinity Hiring or Section 3 requirements? Now would be a great time.

Jim Pritchard – It's not mandated. It's suggested, but it's not mandated. It's not going to eliminate you by far. It potentially can benefit you because there is a benefit by meeting these requirements, there is usually a benefit potentially when the bids are done. For the GC bidding that we have it is more mandated and we are having or will have a job fair once we do have and that's something that might be relevant or might be advantageous at that point also. We are going out with the GC1 and again having a mailing in this area, notifying them of a job fair and then we'll have it set and all the GCs and such will be invited to that. So that's how we're doing it in the city.

Lisa Lawrence – Just to elaborate more on the job fair, we are actually going to focus on this area and send out mailings and door flyers. We going to invite those people looking for work to the job fair to meet the GCs and anybody who will be working on the NSP project so that they can come meet them and if you need somebody they can fill out an application. We're going to have you, if you all

want to come, set up little tables and have your applications there for them to fill out. We're going to help the city reach out to these people and bring them to you.

Jim Pritchard – But again, it's not going to eliminate anybody. It enhances and it's a plus.

Lisa Lawrence – Any other questions for that particular subject? I want to point out that there is a website. If you go to www.cityofpsl.com there's a blue button that says "neighborhood stabilization program" it has the forms for the certification.

Rosa Reina – There's two neighborhood stabilization buttons, click on the neighborhood stabilization three button. It will have the information regarding the Vicinity Hiring as well as Section 3. I do have a Section 3 certification form that so happens one of our other companies turned in but not for this; and it indicates that for a business claiming Section 3 status that they're either A) subcontracting 25% of the dollar award to qualified Section 3 businesses, that's one way of claiming Section 3 or 30% of the work force is currently Section 3 residents, which again would be public housing, etc., etc. Or that they were eligible Section 3 residents within three years of being hired. They could have already have been with you for a while, but, as long as that's where they were in that point of time. There's several ways, the owner themselves can also have been Section 3 residents and is claiming that status for his business. There are several different ways to go about it. Again, we're asking for all companies to give their best effort if they're looking to hire people or if they already have that kind of program where basically they are looking to help improve people's lives kind of lift them from one economic status to another, that kind of thing.

Lisa Lawrence – Any other questions on that subject? Remember, if you think of something after you leave here, just email me. My email address is on the bid documents and we will try to get the answers as quickly as possible. Karen came in after we started the meeting and she is going to discuss the Visa Purchasing Card Program for any of you who are unfamiliar with it.

Karen Rodgers – The preferred method of payment by the city is a Purchasing Card/Credit Card. My first question would be is there anybody in here that accepts a credit card? Okay, so as far as you go, there would be nothing you would have to do. As long as you accept a credit card, you can accept a credit card from us. As far as the others, if you are interested in accepting a credit card, what you would need to do is go to your active bank, sit down, talk to them, tell them that you

would like to accept credit cards as a form of payment; keep in mind when you do accept a credit card you get your monies within 48-72 hours usually. Keep in mind that if you get paid by check it's 30-45 days.

Q: Do you pay by PayPal as well?

A: Karen – In other words, you accept credit cards through PayPal, is that what you're saying?

Q: I have a lot of customers that pay that way.

A: Karen – We have been known to use PayPal, if that's the only way the vendor will accept a P-Card, we will pay PayPal, **it's not something normally we do**; our projects, our bids, our contracts, but we do have some employees that pay through PayPal to their vendors. It's probably something we could work out.

You would need to go to your bank say that you would like to start getting paid by a credit card. They will explain to you how that's done. You would need to purchase the equipment, or rent the equipment. Have them set it up. I do believe this is all tax deductible, but I would consult your accountants before I say yes or no to that. I would also talk to them about a form of payment. In other words, if you accept a credit card, there's different ways you can accept it. You can accept it by swiping the card, which is not something we really do here because this is not going to be a Point of Sale transaction. You can call it in to the bank. You can do it over the internet. There's several different ways in which you would process the card. Do you get a card? No, you do not. We hold the card. The only information you're going to get from us is the card number, the expiration date, and if your particular Merchant Services requires it, the little three digit number on the back. It's just as if you were to go anywhere else and buy something with your own personal credit card basically. Saying to go to your own bank, is a good idea, that's where I would start, the main bank that you do all your business with. But, I would also shop around. Go to other banks; see what kind of rate they will give you. See if you qualify for what they call a Large Ticket Transaction Rate. I doubt very seriously that in your line of business it would probably apply, but I don't know. I would suggest asking, because if you do qualify for a Large Ticket Rate you do get a lower transaction rate. The question is yes, you do have to pay money in order to receive the credit card. I do not determine what that transaction rate is, only the bank does. Does it stink, yes it does. But, once again, it is something we prefer doing and once again, a lot of it is tax deductible and keep in mind the cash flow these days is not that great. So what you really need to do is sit down and

think about what is the best way to go to pay your employees. If you can get that money within 48-72 hours, sometimes it's worth paying a little bit of money to be able to pay your own employees. Keep in mind too, I don't know how large your businesses you have, but, the time it takes to accept credit cards is a lot less consuming then if you get paid by a check. I know that sounds crazy, but it is true, it's been proven. There's really not a whole lot else I can tell you, I'm willing to answer any questions you might have. I have a card if you would like to call me. If you go to the bank and this happened just a couple of weeks ago. Somebody went to the bank and the person and the bank wasn't really sure what they needed, so the bank personnel called me and I explained to them. I'd be more than happy to answer any questions you might have and I have a card if you would like it.

Lisa Lawrence – Just to reiterate what Karen said, if you accept credit cards with your business already, then you are familiar with the process. It is the preferred method of payment with the City of Port St. Lucie, but just to elaborate on that, a lot of the cities, counties, municipalities are going towards that preferred method of payment. It is something that you need to get a rate from your bank, but look at it this way, you're going to get paid between 48 and 72 hours after you do the work. You are not waiting the 30 – 45 days it would take to process a check. So there's a good benefit there. The upstart costs, if you need to get the machine, it is possibly 98% certain, that it is a tax deductible item because it's a business expense. Any transaction fees are a business expense and they could go to your CPA for tax deductions. If you have any questions at all feel free to call Karen at any time, she will be able to help you with that.

So, if anyone has any other questions regarding this bid...?

Rosa Reina – I just want to add one thing. Earlier, I mentioned the area and on the bottom of this map, all of the census tracts that you see here on this lower portion of the map would be included except for 2002, 2006, and that 0019. So all of the other area, all those other census tracts, would be part of the scope of work, or the project sites that we would be looking for; 2002 we're not doing that one, the 2006 that's south of Port St. Lucie Blvd and that 0019 in that area. But all those other census tracts, and we're not in St. Lucie West. So all those other census tracts that you see numbered that is the area that covers the NSP 1 program that we're still working on and maintaining; and then of course this is the new area which is 2005, which is the highlighted area in the center, so just to give you an idea of the geographic area that we're dealing with.

Q: Karen Rodgers – The payment of these, will they be per cut or a monthly basis?

A: Lisa Lawrence – It's per cut.

Karen Rodgers – Those of you that do accept credit cards have to accept it from the City of Port St. Lucie because it is a Florida State Statute and it is against the law if you do not. Those of you that mow residential yards you may want to consider taking credit cards because if you get debit cards it will keep you from getting bad checks.

Lisa Lawrence – Once you start accepting credit cards you can do it for homeowners too. Does anyone else have questions?

Jim Pritchard – It's been basically per cut when it's one cut a month, we've done it monthly, I don't know if there's anything that specifies.

Lisa Lawrence – We don't really specify because of the type of situation. It's not a typical to a lawn mowing bid. We might have two or three this month, six or seven next month or they may require monthly until we sell the homes.

Rosa Reina – It's monthly during the dormant periods, once a month. Then come the spring it might be twice a month, then it might go to three times, then in the summer it's like weekly. So it just depends on the season and the growth periods. You will be billing every month. The frequency of the mowing differs depending upon the time of year.

Lisa Lawrence – And depending upon how soon they turn the houses around to sell them.

Rosa Reina – Once we turn over ownership, that's the end of it.

Jim Pritchard – We try to notify you as soon as the day of closing, we email out basically saying "this house is closed".

Lisa Lawrence – One month you can have four or five houses and then the next month we sell two, so you only have three houses. Then we can add more. So that is going to change every month. I think Jim has a spreadsheet. But they would be actually billing the city on a monthly basis.

Rosa Reina – And maintaining the billing up to date, is important too.

Q: Are we doing any hedges?

A: Rosa Reina – There was some maintenance trims. The initial times, you might, well we just bought a house and this is your first visit. Well then that first visit we might take care of whatever is overgrown but thereafter just concentrate on the lawn.

Jim Pritchard – Presale, trim, step it up so to speak. Drop down the bushes if there a little higher get it up to sale...

Rosa Reina – If it's at all possible provide a sample of what we've done in the past with a house.

Jim Pritchard – A lot of times initial mow can be a lot harder and different than the standard maintenance mow. Then there's trimming, there's times when we will require some trimming, bushes, maybe minor trees, this and that.

Q: You ask for a standard city lot, taking up one hour of mowing, weed, and trim.

A: Lisa Lawrence – That's the standard based on the detailed specifications that we gave you and I believe on the bid reply we also put an initial cleanup price. Yes, it says, fixed price per lot following the initial mowing.

Q: How did you establish a bid bond for this too? Being it's just a service, there are no goods. How long is that bid bond? I know it's only \$500, but...

A: Lisa Lawrence – The reason why we do a bid bond is you give me a bid; I have by law to hold it 90 days. If Treasure Coast Lawns bids the job and we can't negotiate, or something happens where we can't go into contract with them and it takes 60 days, then I go to you and that bid bond holds that price for the 90 days. Once the contract has been given out then you all get your bid bond back. We don't deposit the bid bond, we hold onto it...

Q: What about the contractor who is actually awarded the job? How long do you hold the bid bonds throughout the course of the ...?

A: Lisa Lawrence – No, they get that back. The minute the contract is executed by the city you will get your bid bond back.

Q: So it's not really a performance bond you're not holding onto it?

A: Lisa Lawrence – No, this is not a performance bond, it's a bid bond.

Lisa Lawrence – Well their starting to do that now because we're experiencing a lot of services where we're not going into contract with the first low bidder. We're going into contract with the second or third, so that's why we're doing it this way now. As far as the initial mowing, that's what that basically is asking, the initial cleanup. You look at a lot it's going to take you an hour, two hours, or three hours, that's what we're asking for. What do you estimate that's going to cost? You have to think, you live here you know what some of these lots look like sometimes. Got to kind of give you an idea of what it would take to clean it up.

Jim Pritchard – They usually will add the lot as soon as it is pretty well closed and in the city's control. The city does not like to have their own property out there that doesn't look good and doesn't maintain what we're asking everybody else to do.

Lisa Lawrence – So the bid reply sheet 5.3.1 you're going to give us a price of what it would take to clean up that property one, two or three hours, how much you would charge, and then afterwards you're going to give me a fixed price, to maintain the property.

We do a lot of this is why I'm asking. We do stuff for Delray, Boca, a lot of municipalities, it is set up a little bit different, where it's just a set rate and if there's more, you give them an hourly rate to trim or pick up trash, stuff like that. It's not only the initial clean up it is follow-up maintenance...

Lisa Lawrence – Well that's what you're going to give me, there's another section here to maintain it, per cut. You're going to give me what you think might take to clean it up. If you have to go spend an hour on a property, doing weeds, trimming, etc. How much average do you charge somebody? I know it's very hard to say because you don't know what's overgrown; you just have to give your best shot. This is what I can do it for, the average... Think about what the average property looks like that's been sitting for a little while. You got an hour, two hours, or three hours I gave you as much leeway as I could and then you're going to give me a fixed price.

I think one of the biggest problems is going to be on that fixed price because one of these houses might go to 15 minutes, and then another one might have hedges that grow like crazy that have to be trimmed every month.

Lisa Lawrence – But the hedges aren't part of the mowing service. If you look where it says the detail specifications, we have mowing, weeding, power edging and clean up.

But on the bid sheet it's got trim bushes, on 5.3.2. Following initial mowing..., trim bushes..., so it's there...

Jim Pritchard – Does it average out? Does it average out in a certain sense? You might have one house that has none, but you have one that does... Does it average out that you can get faster on one and a little slow on the other, but the total time ends up being...

I see what you're saying, does it average out? It's hard to say...

Jim Pritchard – I think this is how we've been doing it.

Rosa Reina – Usually first going in obviously, before we turn it over, we'll ask for a presale trim and unless there's something that's in the way of repairing the house, like if the house has to be painted and the bush is on top of the house, we might ask if that can be cut back or we can't walk if the walkways blocked because these bushes are hanging over, it's things like that, which are an uncommon thing.

Lisa Lawrence – I think that's when you call them up and say "hey, we've got this situation, what will you charge me for that?" that kind of thing.

Jim Pritchard – I think it's been more of a general thing. I don't think the bushes are kept the perfect height at every single week. But they're just not let overgrown. At least, I think that's my impression of what it's been. To be honest, I haven't really, I'm not one who gets out there, and we do have other people do that. They will make phone calls.

Rosa Reina – Even code enforcement, we've had situations where the grass is getting too high and maybe that could just be the timing issue. Then they're letting us know, "hey, it's way too long, etc".

Jim Pritchard – We have looked at, we've had months where it says one time per month and it's getting into the growing season, we will look at that, and our people outside will look and they will tell us, "Okay, no, we need to start every other week instead of once a month just because it has gotten worse than average or different. We know it's going to change a little. We do have set months with set mows, but if nature treats us differently we have a lot of rain in what would have been a dry season, then yeah, we will adjust it and we have changed it.

So it's pretty much going to be maintenance, like if I just went out and priced it to keep your house up, month to month? However many times it needs to be cut in the winter versus the summer... We take care of the bushes and the weeds.

Q: Do you have it set in there, the frequency that we bid?

A: Lisa Lawrence – I do have the frequency and this is based on the previous contract that we had; weekly June through September, every other week October through December, once a month January through May.

Jim Pritchard – I think this past year in May we changed because it was a little too much...

Lisa Lawrence – It does say mowing schedule subject to change or alter as deemed necessary.

Jim Pritchard – We'll take everybody's input. If you go out there and say once a month is killing us, it's just too much. Then yeah, we'll have people look at it and we can change it.

Q: On like a certain house or something?

A: Jim Pritchard – As a general rule; I don't think that you're going to have one part of the city grow a lot faster than the other. I think we're talking of a small enough area that it won't change. But if it goes to the point that you're going to increase, you're going to increase across the board; you're not just going to leave it in one area or one house. There might be some houses that if it's getting close to selling it or that type of thing we do try to notify everybody anytime. I'll get a request, needs to be trimmed or we have a problem, I'll send that out. I try to keep it up and that's why I have a big long spread sheet that's started before I started and I keep it up and anytime I do, I send an email and note the date, this way we all have records of what's happening.

Lisa Lawrence – Remember you're going to be maintaining it. So the thing about it is, and I know it's very hard in this business to say "oh, it's going to cost \$120 for that to clean it up, but you have to basically put it in hours, one hour, two hours, three hours – going to be your initial cleanup. But you're going to be maintaining it, so as far as your concerned, what the hedges are, you know, if you're doing it every other week, you're not going to let them get overgrown and crazy.

Jim Pritchard – And when you're cutting once a month, every week you don't necessarily have to cut the bushes; same thing...

Q: What about debris removal? If we get out there and there is debris throughout the yard...

A: Jim Pritchard – That is a separate contract.

Q: If we get out there and the grass is 4 feet high and in the backyard with paint cans all over the place, what do we do?

A: Jim Pritchard – Notify us and we will figure it out. We do have a separate contract for debris removal. It is possible we will have the GC remove this because it would be their responsibility to clean this up. It depends on how fast we react after purchasing the house. We don't expect you to run over it with your equipment.

Lisa Lawrence – Walk the job first before you start mowing. We have bids for every phase of this project. The bid requirements are the exact specifications that are in this bid.

Rosa Reina – The properties are inspected by building inspectors and they inform us of what is there first. You should not come across this overwhelming pile of debris that you will have to deal with. If you notice something like Gopher Tortoises or bees nesting just let us know.

Jim Pritchard – We have a bid for tree removal for trees that need to be trimmed because it is overgrown in the neighbor's yard. The inspectors are inspecting these homes more complete to the point they are looking at the roofs, going into the attics where when we reevaluate it the home may not be worth keeping. It will cost too much to put it up, re-demolish it. We are starting in a month or so an additional

program to build new homes on those lots. We will be buying 37 homes for phase 3, which means we will probably have over 200 homes. When the homes sell for phase 1, we will purchase additional homes with that money.

Q: We currently have 37 homes in phase 3, do you know if this amount will increase?

A: Rosa Reina – It is hard to say because there is a timeframe and it depends on how much we get done within that timeframe, then selling homes and utilizing the money back to us to purchase new homes. NSP 1 may focus on rebuilding homes on those vacant lots where homes were demolished.

Jim Pritchard – The program has become more efficient since it first started in the sense that the homes that are being rehabbed are practically on the market right away.

Q: How many homes are there in this program?

A: Jim Pritchard – There are 97 homes.

Q: Is it going to increase or decrease?

A: Jim Pritchard – Potentially it will fluctuate and go down.

Q: Is someone already doing the 97 and you are not looking for someone to take over those homes?

A: Lisa Lawrence – We are because their contract is expiring. That is a good point, those homes have already been maintained and you will be taking right over. The number is fluctuating because we are selling the homes.

Q: The amount of homes could increase?

A: Lisa Lawrence – It could increase. We cannot guarantee.

Q: Whatever the bidding cost is is what the bidding cost is set at?

A: Lisa Lawrence – It is per lot. It is not going to be bid giving me a price for 150 lots. You are giving me a per lot price. This is because the times per year you mow can change too.

Q: What about bid tabulations?

A: Lisa Lawrence – I will send the bid tabulations with the addendum. It is on the website but I will post it with the addendum. If you have any other questions give me a call or email me. We have until September 30, 2011, so please send questions in by September 25, 2011.

Q: This meeting wasn't mandatory, was it?

A: Lisa Lawrence – No.

Meeting adjourned.

PRE-BID MEETING ATTENDANCE
20110069-LL

Lot Mowing for the Neighborhood Stabilization Program
September 13, 2011 @ 11:00 a.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
15.	Ron Thorpe	Therisure Const & Avms	JAGG2000@BellSouth.net	Ph: 772-409-4194/74 Fax: 772 672 4403
16.	Kathy Jagers	"	"	Ph: " Fax: "
17.	Rick Thorpe	Greco Inter. Corp	fernando@grecoinc.com	Ph: 305-252-4633 Fax:
18.	Michael Ruzance	ALL STAK Landscaping		Ph: 352-476-2964 Fax:
19.	PRESTON SEANUS	PROPERTYWORKS.	PRESTONSEANUS@GMAIL.COM	Ph: 961-601-0823 Fax:
20.	ROBERTO EGGENS	G&R LANDSCAPING	REGGENS@COMCAST.NET	Ph: 954-931-7986 Fax: 561-795-9564
21.	Loretta Smith	Snake & Snake	loretta.smith@gmail.com	Ph: 754 472-6302 Fax:
22.	Raymond Smith	Snake & Snake	Rg.Smith@hotmail.com	Ph: 954-682-8697 Fax:
23.				Ph: Fax:
24.				Ph: Fax:
25.				Ph: Fax:
26.				Ph: Fax:
27.				Ph: Fax:
28.				Ph: Fax:

PRE-BID MEETING ATTENDANCE
20110069-LL
Lot Mowing for the Neighborhood Stabilization Program
September 13, 2011 @ 11:00 a.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.	Jim Pritchard	City of PSL - OMB		Ph: 772-873-6338 Fax: 772-871-7337
3.	Karen Rodgers	City of PSL - OMB		Ph: 772-871-5223 Fax: 772-871-7337
4.	Vickie Smith	City of PSL - OMB		Ph: Fax:
5.	ROSA REINA	CITY OF PSL SERVICES COMM	ROSA@CITYOFPSL	Ph: 772 344 4337 Fax:
6.	MARK THOMPSON	DGC	seflorida@edgenvironmental.com	Ph: 772-408-7115 Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

AGENDA

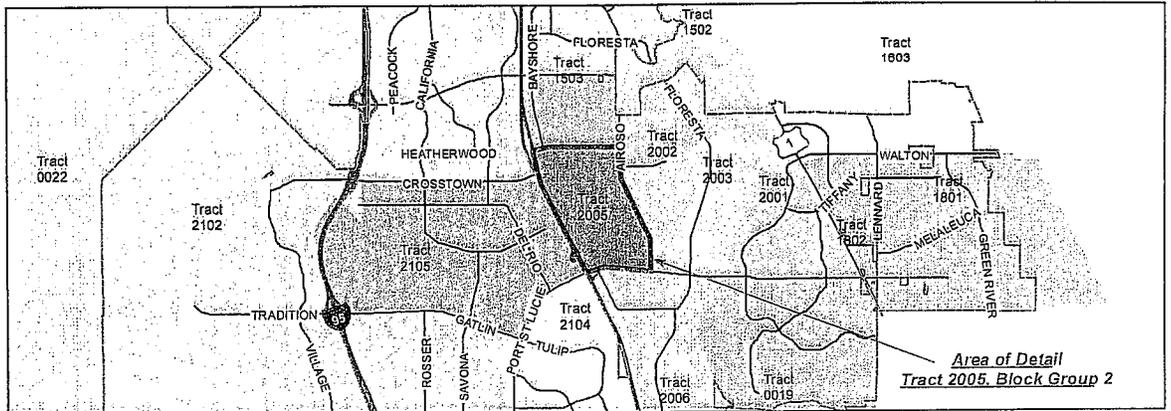
Pre-Bid Conference

Bid #20110069-LL

Lot Mowing for the Neighborhood Stabilization Program September 13, 2011 @ 11:00am

1. This meeting is being recorded.
2. Introduction of key personnel
3. Sign-In Sheet
4. Review of Specifications requirements:
 - ◆ \$500.00 Bid Bond or cashier's check (no company or personal checks accepted).
 - ◆ Company must have a Business Tax License from either PSL or the county in which your business is located.
 - ◆ Insurance Requirements
 - ◆ Reference Check Form-3
 - ◆ Bid Reply
5. **Reminder:** Bids must be received by September 30, 2011 @ 2:00:00 p.m.

**No Bid will be accepted after that date and time.
Any Bid received late will be returned unopened.**
6. Review of Section 3 / Vicinity Hiring requirements
7. VISA Purchasing Card Program
8. Additional questions from Prospective Bidders
9. Adjourn



Neighborhood Stabilization Program
NSP-3 Targeted Area

Parcel Owner

- School Board Of St Lucie Co
- St Lucie County
- State Of Florida Plat
- Port St Lucie City of

Private

City Limit
 Local Streets
 Interstate
 Major Roads

Date: 4/5/2011
Page: 1 of 1
Tech: MFK
MIS GIS #: misgis0030

User: Lawrence, Lisa

Organization: City of Port St. Lucie - Office of Management and Budget

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Bid Details

Bid Information

[EDIT](#)

Agency City of Port St. Lucie - Office of Management and Budget

Bid Type Request for Sealed Bid

Bid Number SB-20110069-0-2011/IIa

Fiscal Year 2011

Bid Writer Lisa Lawrence

Bid Name Lot Mowing of Neighborhood Stabilization Program Houses

Bid Status Active

Bid Status Text None

Due Date/Time 9/30/2011 1:00 PM Eastern

Broadcast Date 9/1/2011

Bid Bond 500.

Project Estimated Budget \$25,000.00

Plan (blueprint) Distribution Options None

Distribution Method Download and Mail

Distributed By Onvia DemandStar

Distribution Notes None

Scope of Work Lot mowing of residential properties purchased by the City of Port St. Lucie under the Neighborhood Stabilization Program and located in various areas of the City.

E-Bidding No

Legal Ad

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Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

NON-MANDATORY

September 13, 2011
 11:00 am
 City of Port St. Lucie
 Department of Management and Budget Offices
 Room 390
 Port St. Lucie, Florida

Publications

No Publications Data Found

Documents

[EDIT](#)

Bid Package Bid Package (33 Pages, Complete)
 Pre Bid Addendum #1 (Complete)



2009 Bid Tabulation (1 Page, Complete)
Vicinity Map - NSP 3 (1 Page, Complete)

Commodity Codes

SRV-988-36 - Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.

Statistics

Planholders There are 20 planholders for this bid
Broadcast List 245 suppliers have been notified
Supplemental Suppliers 0 Supplemental Suppliers
Filtered No
Post-Bid Viewers 0 viewer(s)

[<< Return](#)

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NSP Master Contract Listing

Status

Company Location

RFP-20090055-0-2009/SP
SCREEN REPAIR AND/OR REPLACEMENT SERVICES FOR THE NSP

Aug 22, 11

Awarded: 201200 R & T Aluminum Services d.b.a The Porch Factory Small Business Ft. Pierce

HQ
Renew

RFP-20090056-0-2009/SP
CONCRETE REPAIR SERVICES FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

Nov 4, 2011

Nov 3, 2011

Awarded: 205750 Johnny Johnson Construction Inc Ft. Pierce
195712 Sand Dollar Dev. of Southern Florida, Inc Pt. St. Lucie

11/19/2011

Renew
LH

20090061 General Contractors: Terminated Active

Awarded:

8/16/09	<u>202538</u>	Grande Construction of Florida, Inc.	<u>196223</u>	Concord Building Corp.	- 7/22/09
7/22/09	<u>200285</u>	Crossroads Homes, Inc.		FDR Custom Homes, Inc.	- 8/11/09
7/22/09		Richard Lawrie, Inc.	<u>205489</u>	Tri-County Enterprises Building Contractors	7/22/09
8/25/09	<u>202096</u>	A. Thomas Construction, Inc.	<u>202519</u>	Associated Builders & Developers, Inc.	- 7/22/09
8/16/09		Gentile, LLC	<u>205494</u>	TLC Restoration Services	7/30/09
7/22/09	<u>205478</u>	Blackstreet Enterprises, LLC (terminated)		Michael T. Foster	- 8/14/09
7/22/09		Certified Building Contractors, Inc.	<u>201267</u>	Liberty Home Builders	- 8/14/09
7/22/09	<u>205483</u>	Mike Archer Construction		Trend Construction Group, Inc.	- 8/16/09
7/22/09		D. Stefano Building & Restoration, Inc.	<u>205483</u>	True Color Enterprises	8/16/09
8/10/09	<u>195712</u>	Sand Dollar Development, Inc.		Hooks Construction Company, LLC	- 8/16/09
8/10/09		Chuek Enns Construction Co.	<u>205487</u>	Tri Core Partners, LLC	7/30/09
7/22/09	<u>205479</u>	Cisca Construction & Development		JM Jadu Corp.	- 8/18/09
7/30/09		Kenco Communities		NYC Builders, Inc.	8/14/09
7/30/09		Creation Homes, Inc.	<u>20110068</u>	Horizon Community	- 8/30/09

Rebid

SB-20090067-1-2009/JS
Asbestos and Mold Inspection Services-NSP Homes

11/5/11

Awarded: 205715 Gaudet Associates, Inc. Small Business, Hispanic Owned Jupiter

HQ
Renew

SB-20090073
Lot Mowing for NSP Houses

June 15, 2009 - June 14, 2011

Awarded: 205329 Allstar Landscaping, Inc. 20110069 Woman owned Beverly Hills

LH
Rebid

SB-20090077
Furnish & Install Residential Appliances for the Neighborhood Stabilization Program

6/1/09 - 5/31/11

Awarded: 152330 Jetson TV & Appliance 20110070 Doth's Spaces NOT Frigidaire FL Pierce

HQ
Rebid

SB-20090078-0-2009/BM
Furnish & Install Residential HVAC Systems for Neighborhood Stabilization Program Homes

1/1/10 - 12/31/11

Awarded: 205983 Bluewater Mechanical Inc. 20110071 Master Bid Miramar

Bm
Rebid

SB-20090086-0-2009/RH
Furnish & Install Plants and Trees for the Neighborhood Stabilization Plan

not Frigidaire

Awarded: NATURE'S KEEPER INC 180880 - 7/16/11 Ft. Pierce
Ann: David Rowlands

Renew

**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 *Native Son Landscape Management, LLC., 890 N.E. Dixie Highway Jensen Beach, Florida, 34957*, Telephone No. (772) 370-5660, 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: **Native Son Landscape Management** agrees to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein residential properties purchased by the City under the Neighborhood Stabilization Program and located in various areas of the City. City contract administrator shall exercise discretion as to the amount and number of mowing(s) for all property. The City gives no guarantee as to the quantity of lots that will require mowing at any one given time.

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean, at Jim Pritchard (772) 873-6338, 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 #20110069-LL, **Lot Mowing of Neighborhood Stabilization Program Houses** hereby incorporated by this reference.

Detailed Specifications:

Mowing – The selected Contractor(s) shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from lots prior to mowing. All grass shall be mowed to a uniform minimum height of three inches (3") to four inches (4") 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 selected Contractor(s) 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, etc.

Turf to be mowed as follows - Weekly during the summer months (June through September), every other week during the months (October through December) and once a month (January through May) for a total of 29 cuts per year. Mowing schedule is subject to change or alteration as deemed necessary.

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

There is to be no discharge of grass cuttings in and/or around waterways, lakes or retention areas; the discharge is causing storm water and aquatic problems by going into the catch basin and causing algae blooms. If grass blows into a resident's yard you must blow it back into the service area.

Weeding - Around or up to all posts, poles, planting beds, trees, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during the commencement of mowing only. String trimming shall be done in a manner that will provide a uniform manicured appearance. Selected Contractor(s) is responsible for maintaining established tree rings. Caution shall be of utmost importance where people and vehicles are present. All string trimming to be completed in conjunction with each mowing.

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. Edging of sidewalks and driveways are to be completed in conjunction with each mowing. Plant beds to be edged with every other mowing; blow grass debris from sidewalks and driveway after each edging. Plant beds to be kept clean of weeds and grass on a continuous basis, grass or weeds growing in sidewalks or street cracks will be hand pulled, or sprayed with herbicide as needed.

Cleanup - 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 selected Contractor(s) on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work.

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

Once a particular NSP lot is added to the list, an established mowing schedule of weekly mowing in the months of June through September, every other week mowing in October through December and monthly mowing January through May for a total of 29 mowing(s) per year will be followed until the home is no longer a City of Port St Lucie property. The City reserves the right to modify the level of service due to environmental conditions and/or the demands from the public.

SECTION II TIME OF PERFORMANCE

Contract period shall commence **December 1, 2011** and terminate **November 30, 2013**. 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 total amount to be paid by the City to the Contractor is based upon contractor's actual performance as directed by contract supervisor and verification of work completed, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

Initial Mowing:

- *Standard City Lot taking up to 1 hour to mow, weed and trim: \$ 20.00 - Each
- *Standard City Lot taking over 2 hours to mow, weed and trim: \$ 40.00 - Each
- *Standard City Lot taking over 3 hours to mow, weed and trim: \$ 60.00 - Each

Following the initial mowing, selected Contractor is required to mow, string-trim, trim bushes, weed and blow-off hard surfaces as needed.

- *Fixed price per lot following the initial mowing: \$20.00 Per Lot/Per Mowing

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.

Payments shall be made net thirty (30) days of receipt of Contractor's invoice, 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 accompanied by adequate supporting documentation and approved by Contract Supervisor.

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 maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured

program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Contractor to insure that all independent contractors and subcontractors comply with these requirements. 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 as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

Indemnification – The Contractor shall indemnify and hold harmless the City, and its 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 Contractor and all 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.

Workers Compensation - The Contractor shall agree to maintain Workers' Compensation Insurance and Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Business Auto Policy - 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. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Medical expense

\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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, added to its Commercial General Liability policy and Business Auto policy. 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 for **Contract #20110069 for the Lot Mowing of Neighborhood Stabilization Program Houses**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. 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.

Waiver of Subrogation - The 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 agreement 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 an agreement on a pre-loss basis.

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

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

Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Contractor shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list **Contract #20110069 for Lot Mowing of Neighborhood Stabilization Program Houses**.

Umbrella or Excess Liability - The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' 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 Employers' 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."

**SECTION VI
PERFORMANCE AND PAYMENT BONDS**

If the fiscal year expenditure meets or exceeds \$200,000.00, the Contractor shall furnish an acceptable Performance Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in that amount. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance Bond. The Performance Bond shall remain in effect for the full term of the contract. Annual bond with renewals are an acceptable alternative.

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 VII
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 VIII
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 IX
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 X
CLEANING UP**

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 XI
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 XII
SPECIAL REQUIREMENTS**

Not Applicable

**SECTION XIII
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 XIV
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 XV
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 XVI
TERMINATION**

The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the 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 XVII
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 XVIII
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 XIX
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 the identical period of time in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract at the agreed upon price for additional two (2) year term(s) automatic extensions until the NSP program is complete, or the contract is cancelled or re-bid. The City will not allow contract adjustments, up or down, to exceed 3% in any one, two (2) year period. The City will only consider the Consumer Price Index-all urban consumers (CPI-U) for contract adjustments.

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

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**SECTION XX
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. Bentrrott, City Manager

ATTEST:

By: _____
Karen A. Phillips, City Clerk

By: _____
Authorized Representative: **Native Son Landscape Management, LLC.**

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.

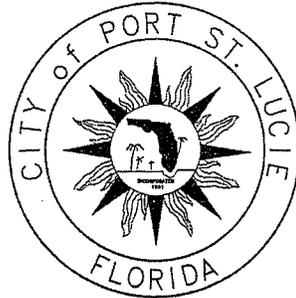
My Commission Expires: _____.

(seal)

CITY OF PORT ST. LUCIE

Sealed Bid #20110069-LL

**LOT MOWING
OF
NEIGHBORHOOD STABILIZATION PROGRAM HOUSES**



Prepared By:
Lisa Marie Lawrence
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Building A, Suite #390
Port St. Lucie, FL 34984-5099
772-871-5222

INVITATION TO BID

Sealed Bid #20110069-LL for Lot Mowing of Neighborhood Stabilization Program Houses will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, on **September 30, 2011 at 1:00 PM**. Specifications are attached.

The Federal Government has issued various Grants to the City of Port St. Lucie for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each residence to assess which, if any, Lot Mowing services is required.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. It is the sole responsibility of the Bidder(s) to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence.

A one time only pre-bid conference for all bidders will be held at the City of Port St. Lucie in the Office of Management & Budget starting at 11:00 a.m. on September 13, 2011. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

Each bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of Five Hundred Dollars (\$500.00), made payable to the City of Port St. Lucie. The City will accept a cashier's check in lieu of the bid bond. **Personal or company checks are not accepted.**

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, to negotiate with qualified bidders, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Lisa Marie Lawrence
Office of Management & Budget

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

**SPECIFICATIONS
BID #20110069-LL**

Lot Mowing of Neighborhood Stabilization Program Houses

OVERVIEW:

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying lot mowing services for houses in the Neighborhood Stabilization Program (NSP). The Contract period will be for twenty-four (24) months with automatic extensions until the NSP program is complete, or the contract is cancelled or re-bid. Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down, and will remain in effect for each twenty-four (24) month period. The City will not allow contract adjustments, up or down, to exceed 3% in any one twenty-four (24) month period. The City will only consider the Consumer Price Index-all urban consumers (CPI-U) for contract adjustments.

- The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein.
- Once a particular NSP lot is added to the list, an established mowing schedule of weekly mowing in the months of June through September, every other week mowing in October through December and monthly mowing January through May for a total of 29 mowings per year will be followed until the home is no longer a City of Port St Lucie property.

INTENT:

- It is the intent of the City to select a single Bidder to render all services required herein. The City however, reserves the right to award to more than one (1) vendor if the City determines such a division is beneficial to the City.
- The City reserves the right to modify the level of service due to environmental conditions and/or the demands from the public.
- **Areas Involved** - City owned residential properties purchased by the City under the Neighborhood Stabilization Program and located in various areas of the City. City contract administrator shall exercise discretion as to the amount and number of mowings for all property. The City gives no guarantee as to the quantity of lots that will require mowing at any one given time.

1. GENERAL REQUIREMENTS:

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form, attached and made part of this contract, and returned with the Bid Reply Sheet. References are subject to verification by the City and the City will utilize these reference check forms as part of the award process. **Do not use the City of Port St Lucie or any of its departments as references.**

Performance history, financial statements, list of projects recently completed and in process, for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – This bid shall be awarded to the lowest inexpensive, responsible bidder and with the credits as described below. The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. The bid shall be awarded based on the lowest responsible, responsive bidder with consideration for Section 3 and/or Vicinity Hiring Certification as follows:

1) Section 3 Compliance:

- a) To ensure compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135 the City shall give preference for project awards to Contractors who are certified as Section 3 business concerns.
- b) Credit for meeting Section 3 eligibility criteria shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 5% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged.
- c) Contractors shall to the greatest extent feasible assist in informing Section 3 businesses and residents (low and very low income persons in Port St. Lucie) of employment opportunities made available through NSP funding.

- d) The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local Section 3 residents in hiring.

2) Vicinity Hiring Compliance:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP 3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:
 - b) Census Tract 2005, Block Group 2: Bordered on the West by Florida's Turnpike, on the North by Eyerly Ave., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.
 - c) To ensure compliance with NSP3 vicinity hiring the City shall give preference for this award to Contractors who live in the above described area and has been certified by the Vicinity Hiring Certification.
 - d) Credit for contractors who live in the vicinity and are certified with the Vicinity Hiring Certification shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 7% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged. If contractor is certified under Section 3 and Vicinity Hiring, the total credit is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible bidder.
 - e) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small business owned and operated by persons residing in the vicinity.

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.ctiyofpsl.com and click on the blue button entitled "Neighborhood Stabilization – 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP3. Information sheets are located in the respective areas

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications.

Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and four (4) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

1.9.1 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.9.3 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.4 Checklist - Bidders are requested to return the attached checklist and required documents requested in the bid package with the Bid Reply Sheet.

1.10 Shipping Terms – Not Applicable to this Bid.

1.11 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made net thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE:

The City has implemented a **Purchasing Card Program**. The selected Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days after Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.12 Execution of Contract or Purchase Order - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

NOTE: The selected Bidder will be required to accept the terms and conditions of the City's Contract as provided in this bid. If Bidder cannot accept these terms and conditions, do not submit a bid.

1.13 Failure to Execute Contract – Failure on the part of the selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before making award.

1.16 Public Entity Statement – Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat. (2010)

1.16.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.17 City's Public Relations Image – Selected Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Bidder involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.18 Patent Fees, Royalties, and Licenses - If the selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. Selected Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.19 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that is equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.20 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the selected Bidder.

1.21 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.21.1 The selected Bidder will be required to submit a **W9 Taxpayer Identification Form** with the bid.

1.21.2 Proposers must submit with their proposal, proof that they are licensed in the State of Florida and are certified with the City of Port St. Lucie to perform this type of work (contact the Building Department at 772-871-5132)

1.22 Familiarity with Laws – The selected Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

1.23 Damage to Property – The selected Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the selected Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by selected Bidder, and at selected Bidders expense. The selected Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

2. SPECIAL REQUIREMENTS:

2.1 Implied Warranty of Merchantability – Not Applicable

2.2 Safety Precautions - The selected Bidder shall erect and maintain all necessary safeguards for the protection of the selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder.

2.3 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

2.4 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the selected Bidder. The selected Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the selected Bidder.

2.5 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, selected Bidder shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization

signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Bidder.

2.6 Deductions - In the event the City deems it expedient to perform work which has not been done by the selected Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the selected Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the selected Bidder and/or deducted from payments due to the selected Bidder. Deductions thus made will not excuse selected Bidder from other penalties and conditions contained in the Contract.

2.7 Deficiencies - If at any time before the commencement, or during the progress of the work, the personnel, equipment or supervision of the selected Bidder appear to the Contract Supervisor, or his designee, to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Contract Supervisor, or his designee, may order the selected Bidder to correct such deficiencies and the selected Bidder will be required to take appropriate action to rectify said deficiencies in a punctual manner and report within 24 hours to the Contract Supervisor, or his designee. Failure of the Contract Supervisor, or his designee, to require such correction shall not relieve the selected Bidder of his obligation to provide the quality and quantity of work required within the time required in these specifications.

2.8 Additions or Deletions - The selected Bidder shall be required to adhere to the monthly schedule of planned work prepared by the Contract Supervisor. The Contract Supervisor, or his designee, shall have the authority to make revisions in the schedule as necessary to meet the City's specifications. The selected Bidder must comply with any revisions required by the Contract Supervisor, or his designee, in a punctual manner.

2.9 Dress Code - The selected Bidder's personnel shall be at all times be appropriately attired. Employees engaged in the prosecution of work shall wear uniforms with the selected Bidder's company logo visible. The selected Bidder's personnel shall also be required to wear safety shoes. Swimsuits, sandals, sneakers, and other clothing considered to be recreational shall not be acceptable.

2.10 Specific Communications Required - The selected Bidder shall at all times provide (at locations where work is being performed by the selected Bidder or their Subcontractor(s), a supervisor who shall be responsible to accept and execute such instructions as are conveyed by the Contract Supervisor, or his designee. Cellular phone is to be required. Instructions thus conveyed verbally or in writing shall be binding upon the selected Bidder.

2.11 Equipment - Bidders are required to list all equipment and/or the source of the equipment proposed to be utilized in fulfilling this specification on page 2 of their Bid Reply Sheet. The City reserves the right to determine if the equipment proposed or the source from where the equipment proposed is adequate.

2.11.1 Bidders are advised that prior to making an award, the City reserves the right to inspect all the equipment listed on their Bid Reply Sheet.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - Bidders are advised that a one-time only Pre-Bid Conference is scheduled for 11:00 a.m. on September 13, 2011, at the City of Port St. Lucie in the Office of Management & Budget, 121 SW Port St Lucie Blvd, Bldg "A", Suite 390. Any questions from bidders are to be submitted in writing to the Office of Management and Budget three (3) days before Pre-Bid Conference.

3.2 Contract - Selected The Contract period will be for twenty-four (24) months with automatic extensions until the NSP program is complete, or the contract is cancelled or re-bid. Upon each twenty-four month period the Contract will allow for mutually agreed upon economic adjustments in pricing up or down, and will remain in effect for each twenty-four (24) month period. The City will not allow contract adjustments, up or down, to exceed 3% in any one twenty-four (24) month period. The City will only consider the Consumer Price Index-all urban consumers (CPI-U) for contract adjustments.

3.3 Written Notices - All written notices required by these specifications will be deemed to have been duly delivered; to the City when they have been given to the Contract Supervisor, or his designee, or, to the selected Bidder when they have been given to an officer of the selected Bidders firm, or to an on-site Supervisor of the selected Bidder, or to the selected Bidder's Subcontractor's Supervisor.

3.4 City Property - Bidder shall be responsible to insure that no equipment and supplies of the selected Bidder and their Subcontractor shall be stored on City property without prior written approval of the Contract Supervisor.

3.5 Adverse Weather - Any adverse weather conditions, obstructions, or other conditions which delay the selected Bidder in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the selected Bidder to the Contract Supervisor in writing. Failure by the selected Bidder to render punctual written notice of said problems constitutes default, as time is of the essence.

3.6 Inspections - The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections, as he deems appropriate.

3.7 Omissions - The selected Bidder shall be responsible to the City for all acts and omissions of; their employees, Subcontractor(s), and, Manufacturers whose products are utilized in the performance of the work.

3.8 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the selected Bidders intent to comply with this specification.

3.9 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

3.10 Detailed Specifications:

3.10.1 Mowing – The selected Bidder(s) shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from lots prior to mowing. All grass shall be mowed to a uniform minimum height of three inches (3") to four inches (4") 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 selected Bidder(s) 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, etc.

Turf to be mowed as follows: Weekly during the summer months (June through September), every other week during the months (October through December) and once a month (January through May) for a total of 29 cuts per year. Mowing schedule is subject to change or alteration as deemed necessary.

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

There is to be no discharge of grass cuttings in and/or around waterways, lakes or retention areas; the discharge is causing storm water and aquatic problems by going into the catch basin and causing algae blooms. If grass blows into a resident's yard you must blow it back into the service area.

3.10.2 Weeding - Around or up to all posts, poles, planting beds, trees, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during the commencement of mowing only. String trimming shall be done in a manner that will provide a uniform manicured appearance. Selected Bidder(s) is responsible for maintaining established tree rings. Caution shall be of utmost importance where people and vehicles are present. All string trimming to be completed in conjunction with each mowing.

3.10.3 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. Edging of sidewalks and driveways to be completed in conjunction with each mowing. Plant beds to be edged with every other mowing; blow grass debris from sidewalks and driveway after each edging. Plant beds to be kept clean of weeds and grass on a continuous basis, grass or weeds growing in sidewalks or street cracks will be hand pulled, or sprayed with herbicide as needed.

3.10.4 Cleanup - 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 selected Bidder(s) on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work.

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

3.11 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 selected Bidder's staff to the Departmental Supervisor, or his/her designee. A written report shall be completed by the selected Bidder(s) for submittal within twenty-four (24) hours. Departmental Supervisor will supply report forms for the selected Bidders use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer.

3.11.1 If applicable, the Departmental Supervisor or his/her designee shall determine the cost of necessary repairs or replacement and advise the selected Bidder(s) in writing. Where costs are involved the Departmental Supervisor and selected Bidder(s) shall mutually agree on an acceptable cost. The selected Bidder(s) 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

4. BID, PERFORMANCE BOND REQUIREMENTS

4.1 Bid Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of Five Hundred (**\$500.00**), made payable to the "City of Port St. Lucie", shall accompany each bid as a guarantee that the selected Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. If a Bid Bonds is submitted, it must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. Only if the annual contract meets or exceeds \$200,000.00 will the selected Bidder will be required to furnish a Performance and Payment Bond. The Performance and Payment Bond will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

4.2 Return of Bid Guaranty - After the bid prices have been compared, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such bids as in his/her judgment would not likely be considered in making the award. All other bid guaranties will be held until the Contract has been executed, and all required Performance and Payment Bonds provided, after which they will be returned to the respective Bidder's whose bids they accompanied.

4.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The selected Bidder shall execute the Contract; deliver the required Insurance Certificates and policies, and other documentation. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

4.4 Failure to Execute - The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the bid will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the

amount of the bid security, or exceed the same, and in no event shall the bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. 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 as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its 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 Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder 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.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder 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 Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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. Certificate holder must list the City as

additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

5.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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, added to its Commercial General Liability policy and Business Auto policy. 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 for Contract #20110069-LL for Lot Mowing for the Neighborhood Stabilization Program.**" The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. 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 Bidder 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.

5.6 Waiver of Subrogation - The bidder 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 agreement to waive subrogation without an endorsement then bidder 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 bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Product Liability - Contractor will be required to carry and show proof of Product Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

5.9 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.10 Certificate(s) of Insurance- Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110069-LL for Lot Mowing for the Neighborhood Stabilization Program

5.11 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' 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 Employers' 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."

6. ADDITIONAL INFORMATION:

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Contract Supervisor or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact **Lisa Marie Lawrence** at (772) 871-5222, by facsimile at (772) 871-7337 and by e-mail at llawrence@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Ms. Lawrence is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a bidder to any City

Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

Bid Reply Sheet
Sealed Bid #20110069-LL
Lot Mowing of Neighborhood Stabilization Program Houses

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? _____

Does the Bidder have a Vicinity Hiring Certificate? Yes--No Is the Bidder a Section 3 business? Yes--No

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.ctiyofpsl.com and click on the blue button entitled "Neighborhood Stabilization - 3. Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP3. Information sheets are located in the respective areas

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 Onvia.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 Purchasing Card (Visa).
(please circle one)

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

5.3 **Pricing: NOTE:** Condition of lots may vary upon assignment. If lot has not been maintained, the pricing for **initial** (first time only) mowing will include the mowing of the lot, string trim all edges of building(s), driveways, walkways, patios, etc, trimming of bushes, raking, weeding and the power blowing of grass from driveways, walkways, patios, etc. It is the Contractor's responsibility to haul all lawn debris from the site and dispose of properly. Any resulting hauling or disposal fees are the responsibility of the Contractor.

5.3.1 Pricing for the initial mowing of the lot as described above:

*Standard City Lot taking up to 1 hour to mow, weed and trim: \$ _____ Each

*Standard City Lot taking over 2 hours to mow, weed and trim: \$ _____ Each

*Standard City Lot taking over 3 hours to mow, weed and trim: \$ _____ Each

5.3.2 Following the initial mowing, selected Bidder is required to mow, string-trim, trim bushes, weed and blow-off hard surfaces as needed.

*Fixed price per lot following the initial mowing: \$ _____ Per Lot/Per Mowing

TOTAL OF ALL (4) LINES: \$ _____

The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown.

5.4 Bidder proposes to use a subcontractor for Item #5.3: YES _____ NO _____

(Include business name, contact person, telephone number)

5.5 Bidders List of all equipment they propose to utilize in execution of work, as required in Section 2.11 of the specifications:

Manufacturer	Part No.
_____	_____
_____	_____
_____	_____

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 bids 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.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

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

State of: _____ County of: _____

Before me personally appeared: _____
(please print)

Personally known _____ Produced Identification: _____ Identification No. _____
(type of identification)

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)

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

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20110069-LL

Title: **Lot Mowing of Neighborhood Stabilization Program**

Bidder/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder 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 Contractor.

Were the Mowing Services carried-out on a timely basis?

How long was the Mowing Services contract?

What problems were encountered (claims)?

Did the company deliver prompt service when called?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

***** **(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)** *****

**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 *name of Contractor, address, Telephone No. ()* _____ Fax No. () _____, 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:

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean, at Jim Pritchard (772) 873-6338, 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 #20110069-LL, **Lot Mowing of Neighborhood Stabilization Program Houses** hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence -----, 2011 and terminate -----, 2013. 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 total amount to be paid by the City to the Contractor is based upon contractor's actual performance as directed by contract supervisor and verification of work completed, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

Fixed price per lot as shown:

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.

Payments shall be made net thirty (30) days of receipt of Contractor's invoice, 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 accompanied by adequate supporting documentation and approved by Contract Supervisor.

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

5. INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. 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 as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its 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 Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder 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.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder 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 Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest’s provision as provided under the standard ISO form separation of insurer’s clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

5.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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, added to its Commercial General Liability policy and Business Auto policy. 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 for Contract #20110069 for the Lot Mowing of Neighborhood Stabilization Program Houses". The Certificate of Insurance and policy shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. 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 Bidder 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.

5.6 Waiver of Subrogation - The bidder 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 agreement to waive subrogation without an endorsement then bidder 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 bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Product Liability - Contractor will be required to carry and show proof of Product Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

5.9 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.10 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110069 or a Lot Mowing of Neighborhood Stabilization Program Houses.

5.11 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' 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 Employers' 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."

**SECTION VI
PERFORMANCE AND PAYMENT BONDS**

If the fiscal year expenditure meets or exceeds \$200,000.00, the Contractor shall furnish an acceptable Performance Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in that amount. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance Bond. The Performance Bond shall remain in effect for the full term of the contract. Annual bond with renewals are an acceptable alternative.

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 VII
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 VIII
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 IX
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 X
CLEANING UP**

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 XI
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 XII
SPECIAL REQUIREMENTS**

Not Applicable

**SECTION XIII
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 XIV
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 XV
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 XVI
TERMINATION**

The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the 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 XVII
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 XVIII
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 XIX
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 the identical period of time in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract at the agreed upon price for additional two (2) year term(s) automatic extensions until the NSP program is complete, or the contract is cancelled or re-bid.. The City will not allow contract adjustments, up or down, to exceed 3% in any one, two (2) year period.

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

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**SECTION XX
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: _____
City Manager

ATTEST:

By: _____
City Clerk

By: **SAMPLE-DO NOT EXECUTE**
Authorized Representative of (company name)

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)

DRUG-FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that
_____ 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 solo 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.

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: #20110069-LL

Bid Title: Lot Mowing of Neighborhood Stabilization Program Houses

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST

Lot Mowing of Neighborhood Stabilization Program Houses

Name of Bidder: _____

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: 20110069
 - Bid Title: Lot Mowing for the Neighborhood Stabilization Program
 - Bid Opening Date & Time: _____

- _____ Drug-Free Workplace Form

- _____ All pricing has been mathematically reviewed and all corrections have been initialed.

- _____ Each Bid Addendum (when issued) is acknowledged.

- _____ Copy of current Insurance Certificate in accordance with Section V

- _____ Copies of all licenses

- _____ Have reviewed the Contract and accept all City Terms and Conditions

- _____ One (1) original and four (4) copies of required documents (**NO RINGED BINDERS**)

- _____ Copies of Section 3 Certificate and/or Vicinity Hiring Certificate

- _____ W-9 Form

- _____ Reference Check Form-Three (3) individual reference forms submitted with bid

- _____ \$500 Bid Bond or an acceptable alternative.

- _____ Equipment list included on Bid Reply form.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET