

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7E
DATE 6/25/12

Meeting Date: June 25, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: #20100015, Renewal #1-Lot Mowing for Code Enforcement

Recommended Action:

- 1) Approval to renew the Fixed Unit Price Contract with **Salter Lawn Service, Mr. "B" Lawn Service, Inc., Freedom Waste Services, Native Son Landscape Management, Earthly Paradise Lawn Care (5 Vendors)** for the lawn services of the code enforcement homes.

Exhibits: Department memo attached [] Yes [X] No

Contract Renewal #1

Page 6 of original contract

Copy of previous Council approval

CPI-U Index for April 2012

Annual Contract Information Report

Summary Explanation/Background Information: This contract was originally entered into with the six (6) listed vendors June of 2010, however, only five (5) of the six (6) chose to renew with the City. The services are rotated among the five (5). The program is working well and as per Section XXI of the contract the City would like to renew. Each vendor has received a CPIU increase of five percent (5%).

Purchase is not a replacement of an existing contract

Purchases are budgeted.

Current Year Expense: as budget allows

Department requests expenditure from the following:

| | | |
|-------------|--------|--|
| Fund | 001 | General Fund |
| Cost Center | 2135 | Code Compliance |
| Object Code | 549400 | Other Charges & Obligations-Lot Mowing |

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

Department requests 0 minutes to make a presentation.

Submitted by: *Joel Dramis*

Title: Director, Building Department

Date Submitted: June 25, 2012

Contract Renewal Form

Contract #20100015

Date: May 14, 2012

Contract Title: Lot Mowing for Code Violations

Contractor's Name: Salter Lawn Service.

Current Expiration: 06/20/2012

Revised Expiration: 06/20/2014

The above contract is hereby renewed pursuant to Section XXI until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective June 21, 2012.

1. The contract period June 21, 2012 through June 20, 2014.
2. Prices applicable to the above period will be as follows:

| | |
|--|------------------|
| Lawns with grass/weeds under 2' tall | \$ 51.45 per lot |
| Lawns with grass/weeds - 2' to under 4' tall | \$ 81.90 per lot |
| Lawns with grass/weeds - 4' tall and over | \$102.90 per lot |
4. All other terms and conditions of the original contract and/or Addenda apply.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: Salter Lawn Service

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____

Contract Renewal Form

Contract #20100015

Date: May 14, 2012

Contract Title: Lot Mowing for Code Violations

Contractor's Name: Mr. "B" Lawn Service, Inc.

Current Expiration: 06/20/2012

Revised Expiration: 06/20/2014

The above contract is hereby renewed pursuant to Section XXI until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

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CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: Mr. "B" Lawn Service, Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____.

Contract Renewal Form

Contract #20100015

Date: May 14, 2012

Contract Title: Lot Mowing for Code Violations

Contractor's Name: Freedom Waste Services

Current Expiration: 06/20/2012

Revised Expiration: 06/20/2014

The above contract is hereby renewed pursuant to Section XXI until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

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4. All other terms and conditions of the original contract and/or Addenda apply.

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IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: Freedom Waste Services

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____

Contract Renewal Form

Contract #20100015

Date: May 14, 2012

Contract Title: Lot Mowing for Code Violations

Contractor's Name: Native Son Landscape Management

Current Expiration: 06/20/2012

Revised Expiration: 06/20/2014

The above contract is hereby renewed pursuant to Section XXI until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

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4. All other terms and conditions of the original contract and/or Addenda apply.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: Native Son Landscape Management

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____.

Contract Renewal Form

Contract #20100015

Date: May 14, 2012

Contract Title: Lot Mowing for Code Violations

Contractor's Name: Earthly Paradise Lawn Care, LLC.

Current Expiration: 06/20/2012

Revised Expiration: 06/20/2014

The above contract is hereby renewed pursuant to Section XXI until the revised expiration date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective June 21, 2012.

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| Lawns with grass/weeds - 4' tall and over | \$102.90 per lot |
4. All other terms and conditions of the original contract and/or Addenda apply.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, this _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative: Earthly Paradise Lawn Care, LLC.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification/Type of Identification _____

Identification No. _____

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 _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____.

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 the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII
LAW**

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 pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

Not Applicable

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that this Contract is subject to approval by City Council of budget appropriation for the Contract period beyond September 30th of this year. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent two (2) calendar periods 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 two (2) additional two (2) year terms. Upon each Contract renewal period, a not to exceed 5% CPI-U adjustment is allowed. *There is no guarantee as to the amount of services the City may purchase during the term of the Contract.*

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

**SECTION XXII
ENTIRE AGREEMENT**

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.

Balance of page intentionally left blank.

ACTION: Motion passed unanimously to approve Item 13 g).

CS
h) **KEITH AND SCHNARS, P.A., DESIGN PORT ST. LUCIE BOULEVARD RECONSTRUCTION FROM SW GRECO LANE TO SW SANSOM LANE, CONTRACT PERIOD FOR 180 CALENDAR DAYS, AWARD BASED ON TERMS AND CONDITIONS OF MASTER CONTRACT #20050073, \$48,400, #20100088; FUND 304-4105-5310, ENGINEERING**

ACTION: Motion passed unanimously to approve Item 13 h).

IS
i) **ALL STAR LANDSCAPING, BREMAR/DBA/FREEDOM WASTE, SALTER LAWN SERVICE, MR. "B" LAWN SERVICE, EARTHLY PARADISE LAWN CARE, NATIVE SON LANDSCAPE MANAGEMENT - (6 VENDORS), ELIASSEN ENVIRONMENTAL, PROPERTY WORKS - (2 ALTERNATES), LOT MOWING FOR CODE ENFORCEMENT LOCATIONS, FIXED PRICE CONTRACT FROM 6/15/10 TO 6/14/12 WITH THE POSSIBILITY OF TWO (2), TWO (2) YEAR RENEWALS, \$35,000 WITH A NOT-TO-EXCEED 5% CPI-U ADJUSTMENT UPON RENEWAL AND A \$10 INDEMNIFICATION FEE, #20100015; FUND 001-2135-5494, NEIGHBORHOOD SERVICES**

OTHER: Mayor Christensen requested that it be a requirement for all lawn/landscaping vendors working for the City to have their names on their trucks.

ACTION: Motion passed unanimously to approve Item 13 i).

j) **ST. LUCIE COUNTY PLASMA ARC GASIFICATION PROJECT, MAYOR CHRISTENSEN**

(Clerk's Note: This item was removed at the request of Mayor Christensen.

k) **EWIP/ST. LUCIE RIVER ISSUES TEAM GRANT/AGREEMENT, BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY OF PORT ST. LUCIE, ASSISTANT CITY MANAGER**

ACTION: Motion passed unanimously to approve Item 13 k).


U.S. Bureau of Labor Statistics
Economic News Release**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. City Average, by expenditure category****Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2012**

[1982-84=100, unless otherwise noted]

| Expenditure category | Relative importance Mar. 2012 | Unadjusted indexes | | | | Unadjusted percent change | | Seasonally adjusted percent change | | |
|---|-------------------------------------|--------------------|--------------|--------------|-------------------------------|-------------------------------|-------------------------------|------------------------------------|-------------------------------|--|
| | | Apr. 2011 | Mar. 2012 | Apr. 2012 | Apr. 2011- Apr. 2012 | Mar. 2012- Apr. 2012 | Jan. 2012- Feb. 2012 | Feb. 2012- Mar. 2012 | Mar. 2012- Apr. 2012 | |
| All items | 100.000 | 224.906 | 229.392 | 230.085 | 2.3 | 0.3 | 0.4 | 0.3 | 0.0 | |
| Food | 14.167 | 226.150 | 232.792 | 233.234 | 3.1 | 0.2 | 0.0 | 0.2 | 0.2 | |
| Food at home | 8.550 | 224.233 | 231.383 | 231.711 | 3.3 | 0.1 | 0.0 | 0.1 | 0.2 | |
| Cereals and bakery products | 1.227 | 255.956 | 267.101 | 268.014 | 4.7 | 0.3 | 0.2 | -0.2 | 0.4 | |
| Meats, poultry, fish, and eggs | 1.942 | 220.747 | 230.485 | 230.967 | 4.6 | 0.2 | -0.2 | 0.8 | 0.1 | |
| Dairy and related products ⁽¹⁾ | 0.904 | 209.707 | 219.131 | 216.918 | 3.4 | -1.0 | -0.5 | -0.1 | -1.0 | |
| Fruits and vegetables | 1.246 | 286.501 | 279.057 | 281.648 | -1.7 | 0.9 | -0.5 | -0.4 | 1.0 | |
| Nonalcoholic beverages and beverage materials | 0.951 | 166.086 | 169.513 | 169.191 | 1.9 | -0.2 | 0.0 | -0.2 | 0.2 | |
| Other food at home | 2.280 | 195.239 | 204.574 | 204.864 | 4.9 | 0.1 | 0.4 | 0.3 | 0.1 | |
| Food away from home⁽¹⁾ | 5.616 | 230.082 | 236.073 | 236.695 | 2.9 | 0.3 | 0.1 | 0.2 | 0.3 | |
| Energy | 10.395 | 253.495 | 253.599 | 255.736 | 0.9 | 0.8 | 3.2 | 0.9 | -1.7 | |
| Energy commodities | 6.647 | 329.419 | 334.427 | 339.793 | 3.1 | 1.6 | 5.7 | 1.7 | -2.6 | |
| Fuel oil ⁽¹⁾ | 0.241 | 386.950 | 395.016 | 390.483 | 0.9 | -1.1 | 2.8 | 2.7 | -1.1 | |
| Motor fuel | 6.293 | 326.024 | 330.834 | 336.673 | 3.3 | 1.8 | 6.0 | 1.7 | -2.6 | |
| Gasoline (all types) | 6.095 | 325.282 | 329.780 | 335.742 | 3.2 | 1.8 | 6.0 | 1.7 | -2.6 | |
| Energy services⁽²⁾ | 3.748 | 190.459 | 186.784 | 185.834 | -2.4 | -0.5 | -0.8 | -0.4 | -0.2 | |
| Electricity ⁽²⁾ | 2.857 | 191.323 | 192.148 | 192.472 | 0.6 | 0.2 | 0.0 | -0.8 | 0.2 | |
| Utility (piped) gas service ⁽²⁾ | 0.892 | 185.197 | 168.196 | 163.692 | -11.6 | -2.7 | -3.4 | 0.9 | -1.8 | |
| All items less food and energy | 75.438 | 224.118 | 228.735 | 229.303 | 2.3 | 0.2 | 0.1 | 0.2 | 0.2 | |
| Commodities less food and energy commodities | 19.760 | 145.214 | 147.644 | 148.070 | 2.0 | 0.3 | 0.1 | 0.2 | 0.2 | |
| Apparel | 3.612 | 122.226 | 127.258 | 128.485 | 5.1 | 1.0 | -0.9 | 0.5 | 0.4 | |
| New vehicles | 3.173 | 141.462 | 144.350 | 144.522 | 2.2 | 0.1 | 0.6 | 0.2 | 0.4 | |

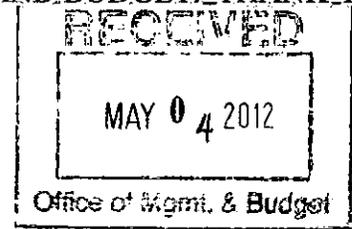
| Expenditure category | Relative importance Mar. 2012 | Unadjusted indexes | | | Unadjusted percent change | | Seasonally adjusted percent change | | |
|--|-------------------------------|--------------------|-----------|-----------|---------------------------|---------------------|------------------------------------|---------------------|---------------------|
| | | Apr. 2011 | Mar. 2012 | Apr. 2012 | Apr. 2011-Apr. 2012 | Mar. 2012-Apr. 2012 | Jan. 2012-Feb. 2012 | Feb. 2012-Mar. 2012 | Mar. 2012-Apr. 2012 |
| | | | | | | | | | |
| Used cars and trucks | 1.889 | 145.968 | 148.677 | 151.087 | 3.5 | 1.6 | -0.2 | 1.3 | 1.5 |
| Medical care commodities⁽¹⁾ | 1.719 | 324.241 | 333.188 | 333.060 | 2.7 | 0.0 | 0.8 | 0.4 | 0.0 |
| Alcoholic beverages | 0.944 | 226.053 | 230.193 | 230.092 | 1.8 | 0.0 | 0.3 | -0.2 | 0.1 |
| Tobacco and smoking products⁽¹⁾ | 0.790 | 827.287 | 845.760 | 847.032 | 2.4 | 0.2 | -0.4 | -0.3 | 0.2 |
| Services less energy services | 55.679 | 271.775 | 277.780 | 278.431 | 2.4 | 0.2 | 0.1 | 0.2 | 0.3 |
| Shelter | 31.259 | 250.447 | 255.609 | 256.031 | 2.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| Rent of primary residence⁽²⁾ | 6.414 | 252.221 | 258.569 | 258.922 | 2.7 | 0.1 | 0.2 | 0.2 | 0.2 |
| Owners' equivalent rent of residences⁽²⁾⁽³⁾ | 23.688 | 258.400 | 263.317 | 263.765 | 2.1 | 0.2 | 0.1 | 0.2 | 0.2 |
| Medical care services | 5.328 | 421.716 | 435.721 | 437.151 | 3.7 | 0.3 | 0.0 | 0.3 | 0.4 |
| Physicians' services⁽²⁾ | 1.590 | 339.427 | 343.867 | 344.151 | 1.4 | 0.1 | -0.5 | 0.2 | 0.3 |
| Hospital services⁽²⁾⁽⁴⁾ | 1.511 | 239.453 | 250.638 | 251.819 | 5.2 | 0.5 | -0.1 | 0.2 | 0.6 |
| Transportation services | 5.719 | 267.587 | 270.604 | 272.146 | 1.7 | 0.6 | -0.2 | 0.3 | 0.5 |
| Motor vehicle maintenance and repair⁽¹⁾ | 1.141 | 251.458 | 256.616 | 256.544 | 2.0 | 0.0 | 0.2 | -0.1 | 0.0 |
| Motor vehicle insurance | 2.388 | 386.317 | 396.393 | 397.507 | 2.9 | 0.3 | -0.2 | 0.5 | 0.4 |
| Airline fare | 0.767 | 309.087 | 303.843 | 312.845 | 1.2 | 3.0 | -0.1 | 0.4 | 2.1 |
| Footnotes | | | | | | | | | |
| (1) Not seasonally adjusted. | | | | | | | | | |
| (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator. | | | | | | | | | |
| (3) Indexes on a December 1982=100 base. | | | | | | | | | |
| (4) Indexes on a December 1996=100 base. | | | | | | | | | |
| NOTE: Index applies to a month as a whole, not to any specific date. | | | | | | | | | |

Table of Contents**Last Modified Date:** May 15, 2012U.S. Bureau of Labor Statistics | Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE
Washington, DC 20212-0001www.bls.gov/CPI | Telephone: 1-202-691-7000 | [Contact CPI](#)

ANNUAL CONTRACT INFORMATION REPORT

IT IS TIME FOR THE RENEWAL OF THE FOLLOWING CONTRACT. PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT #20100015



TITLE: Lot Mowing for Code Violations (6 contractors)

CONTRACTOR'S NAME:

All Star Landscaping, Inc
Mr. B. Lawn Service

Earthly Paradise
Native Son Landscape

Freedom Waste Services
Salter Lawn Service

DEPARTMENT: Code

DATE DUE: 5/10/2012

(5 DAYS AFTER RECEIPT BY DEPT)

CHECK THE APPROPRIATE RESPONSE BELOW:

| | EXCELLENT | GOOD | FAIR | POOR |
|-----------------------------|-----------|------|------|------|
| Delivery Times | ✓ | | | |
| Quality of Work | ✓ | | | |
| Quality of Products Used | ✓ | | | |
| Adherence to Specifications | ✓ | | | |
| Problem Solving | | ✓ | | |
| Overall Performance | ✓ | | | |

Comments: List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

IF APPLICABLE, WOULD YOU RENEW THIS CONTRACT: Yes or No
(circle one)

CONTRACT SUPERVISOR: Wendy Russell DATE: 5/3/12
(print)

DEPARTMENT HEAD SIGNATURE: [Signature] 5/3/12