



## MEMORANDUM

To: David Dyess, City Manger

From: Alaina Knofla, Procurement Analyst

Date: January 7, 2020

Subject: Renewal of RFP #2016-159, Landscape Maintenance Services

The renewal year of RFP #2016-1159: Contract for Landscape Maintenance Services is due to expire on February 28, 2020. This agreement has provisions for renewals for three (3) one (1) year renewal options; this would represent the final renewal option. The Contractor Sunshine Land Design has provided satisfactory service as identified on the attached vendor performance report and has agreed to the renewal under the original terms, condition, pricing and specifications. Thereby, the Public Works Deputy Director Milton Leggett recommends approval of the final renewal.

If approved, this renewal will be effective for the period March 1, 2020 through February 28, 2021. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

- Approve renewal of 2016-159: Landscape Maintenance Services
- Recommended this ITB not be renewed

  
\_\_\_\_\_  
David Dyess, City Manager

1-13-2020  
Date



## VENDOR PERFORMANCE EVALUATION

The purpose of this form is to evaluate a Vendor's performance at the end of an annual term contract period. Completion of the Vendor Performance Report by City Department/Division is required to assist in the measurement of the quality and performance of the Vendor and approval of renewal.

Bid, RFP, or RFQ Number: RFP #2016-159: Landscape Maintenance Services  
 Vendor Name: Sunshine Land Design, Inc.  
 Business Address: 3291 SE Lionel Terrace  
 Telephone: 772-283-8944  
 Email: ttaylor@sunshinelanddesign.com  
 Contact Person: Timothy R. Taylor, President

**Ratings are categorized as follows: U= Unsatisfactory S= Satisfactory N/A= Not Applicable**

Performance Elements	U	S	N/A	Explain Unsatisfactory
Quality of work		✓		
Timely performance		✓		
Effectiveness of management		✓		
Responsiveness to phone inquires		✓		
Meets deadlines		✓		
Meets all safety requirements in contract		✓		Sometimes have to remind account managers of specifics.
Meets specifications as detailed in contract		✓		Sometimes have to remind account managers of specifics.
Responsiveness for efficiently identifying & solving problem?		✓		
Replaced damaged product and/or defective materia		✓		
Delivery of product/material		✓		
Packaging of product/material as specified		✓		
Invoice detailed purchase order and correct pricing information		✓		
Invoice reflected information as specified		✓		
<b>Overall Ratings:</b> <input type="checkbox"/> Excellent (explain) <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor (explain)				

Signature:

Date:



# City of Stuart

January 3, 2020

Sunshine Land Design  
Attn: Timothy Taylor, President  
3291 S. Lionel Terrace  
Stuart, Florida 34997

Subject: Renewal for RFP# 2016-159, Landscape Maintenance Services

Dear Mr. Taylor,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Landscape Maintenance for the period beginning March 1, 2020 and ending on February 28, 2021 which represents the final year of three (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received no later than 4:00 p.m., January 16, 2020. You may fax your response to (772) 600-1202 or send by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Analyst

cc: File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Margaret Fenton  
Printed Name

1-6-2020  
Date

Vice President  
Title



## City of Stuart Contract Modification

**DATE:** 1/30/19

**ITB NO:** RFP #2016-159, Landscape Maintenance Services

**TO:** Sunshine Land Design  
Magen Fenton  
3291 S.E. Lionel Terrace  
Stuart, Florida 34997  
Phone: 772-283-2648  
Email: [mfenton@sunshinelanddesign.com](mailto:mfenton@sunshinelanddesign.com)

**FROM:** Procurement Division  
Alaina Knofla, Procurement Specialist  
121 SW Flagler Ave.  
Stuart, Florida 34997  
Phone: 772-288-5320  
Email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

### DESCRIPTION OF CONTRACT MODIFICATION:

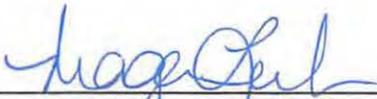
On 1/15/19 Procurement received a renewal letter that Sunshine Land Design is unable to agree to the current contract renewal pricing. The new pricing is specified below:

**Current Price: \$317,228.52 annually**

**Amended Price: \$327,561.77 Annually**

The above listed prices are hereby incorporated and made part of RFP #2016-159, Landscape Maintenance Service and shall become effective upon signature and mutual consent for the period beginning March 1, 2019 through February 28, 2020. All other terms, conditions, and specifications of RFP #2019-159 remain unchanged.

The undersigned approves by mutual agreement for implementation of the contract modification stipulated herein by signing below:

 1/30/2019  
\_\_\_\_\_  
Authorized Signature Date  
Sunshine Land Design

 1-31-19  
\_\_\_\_\_  
David Dyess Date  
City Manager

# City of Stuart

RFP # 2016-159  
 Project: Landscape Maintenance Services

SPRAY LINE ITEM  
 INCREASE OF:

25%

		Contract	Use of Alternate to Glyphosate
		ANNUAL AMOUNT	NEW ANNUAL AMOUNT
1	Group 1 - Sailfish Circle	\$8,607.00	\$8,980.75
2	Group 2 - Stuart Flagler Ave Center, Park & Feed Store	\$19,962.00	\$20,637.00
3	Group 3 - Evans Crary Bridge Landscaping Medians, ROWs, & Retention Ponds	\$7,794.00	\$8,094.00
4	Group 4 - Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park)	\$33,168.00	\$33,963.00
5	Group 5 - East 10th St Community Center Landscape	\$5,513.28	\$5,771.53
6	Group 6 - Seven Retention Ponds on Both Sides of the Roosevelt Bridge	\$36,180.00	\$37,830.00
7	Group 7 - US 1 from Indian St to Wright Blvd Including Median at SR 5A Cutoff Rd, Median at Palm City Rd, & Roosevelt Bridge Concrete Median (North & South Side)	\$33,600.00	\$35,100.00
8	Group 8 - Palm Beach Rd Medians & Swales Landscape	\$18,744.00	\$19,689.00
9	Group 9 - Water Plant	\$12,084.00	\$12,411.00
10	Group 10 - Colorado Mini-Park & Kiwanis Park and Ride Location (Located at Colorado Ave & Dixie Hwy)	\$5,802.00	\$6,060.00
11	Group 11 - Kanner Hwy from US 1 to Monterey Rd	\$9,228.00	\$9,918.00
12	Group 12 - Public Safety Complex	\$13,884.00	\$14,142.00
13	Group 13 - Martin Luther King Jr./Old Dixie Hwy Intersection Landscaping & Lot on SW Corner	\$5,712.00	\$5,913.00
14	Group 14 - Poppleton Creek Park & Dog Park (On Central Pkwy)	\$2,046.00	\$2,136.00
15	Group 15 - Dixie Hwy Landscaping Phase I & II from Monterey Rd to Lincoln Ave	\$30,312.24	\$31,052.49
16	Group 16 - Amerigo Ave Retention Ponds & Median from Weir St to Riveside Dr		\$0.00
17	Group 17 - Frazier Creek Ditch	\$4,740.00	\$4,740.00
18	Group 18 - East Ocean Median & ROW from Georgia Ave to Colorado Ave	\$7,140.00	\$7,620.00
19	Group 19 - Colorado Median & ROW from US 1 to Dixie Hwy	\$11,904.00	\$12,204.00
20	Groups 20, 22, 23, 24 - Turf Grass & Management of Vegetation	\$5,256.00	\$5,256.00
Amd	Group 21 Baker Road		\$0.00
22	Group 25 (Option)	\$35,340.00	\$35,550.00
Amd	Group 26 Cardinal Ave		\$0.00
Amd	Group 27 Moores	\$10,212.00	\$10,494.00
<b>Total for Groups 1-27 (Only groups contracted with Sunshine) (Excluding Group #s 16, 21, 26)</b>		<b>\$317,228.52</b>	<b>\$327,561.77</b>

(Moore's (Grp 27) was added after bid & contract)(separate PO)

current contract: \$307,016.52  
 Request for alternate use to glyphosate: \$327,561.77

increase of:  
 3%



**AMENDMENT #3  
TO  
RFP #2016-159: LANDSCAPE MAINTENANCE SERVICES**

This Amendment #3, made and entered into this 7<sup>th</sup> day of February, 2018, is to that certain Agreement between Sunshine Land Design, hereinafter referred to as "CONTRACTOR" and the City of Stuart, Florida, a municipal corporation, hereinafter referred to as "CITY", said Agreement entered into the 1<sup>st</sup> day of March, 2016.

In accordance with Section 13.5, Contract Amendment of the Agreement, CONTRACTOR and CITY agree to modify the agreement as follows:

**Add to Section 1. Scope of Service**

Group numbers: 1, 6, 9, 15, 17, and 19. The detailed scope of services to be performed and schedule of fees for those services are all inclusive, as described, in the highlighted rows in the revised Exhibit A.

**Add to Section 2.3 Payment**

Total Contract value award is Three Hundred and Seven Thousand, Sixteen Dollars and 52/100 cents (\$307,016.52). All Groups awarded are as described in the following revised Exhibit A:

**Note:** Groups 16, 21, and 26 will be handled in house by City staff. This amendment is effective for the 1<sup>st</sup> renewal period of 3/1/18 through 2/28/19.

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RENDERED & FILED IN  
THE OFFICE OF  
THE STUART CITY CLERK  
ON Feb, 7<sup>th</sup>, 2018.

**REVISED EXHIBIT A**

<b>GROUP #</b>	<b>DESCRIPTION</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
1	Sailfish Circle	\$717.25	\$8,607.00
2	Stuart Flagler Avenue Center, Park & Feed Store	\$1,663.50	\$19,962.00
3	Evans Crary Bridge Landscaping Medians, Row's & Retention Ponds	\$649.50	\$7,794.00
4	Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park	\$2,764.00	\$33,168.00
5	East 10 <sup>th</sup> Street Community Center Landscape	\$459.44	\$5,513.28
6	Seven Retention Ponds on Both Sides of the Roosevelt Bridge	\$3,015.00	\$36,180.00
7	US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, & Roosevelt Bridge Concrete Medians	\$2,800.00	\$33,600.00
8	Palm Beach Road Medians And Swales Landscape	\$1,562.00	\$18,744.00
9	Water Plant	\$1,007.00	\$12,084.00
10	Colorado Mini-Park & Kiwanis Park & Ride (Located at Colorado Avenue & Old Dixie Highway	\$483.50	\$5,802.00
11	Kanner Highway From US-1 to Monterey Road	\$769.00	\$9,228.00
12	Public Safety Complex	\$1,157.00	\$13,884.00
13	Martin Luther King Jr./Old Dixie Highway Intersection Landscaping & Lot On SW Corner	\$476.00	\$5,712.00
14	Poppleton Creek Park & Dog Park	\$170.50	\$2,046.00
15	Dixie Highway Landscaping Phase 1 & II from Monterey Road to Lincoln Ave	\$2,526.02	\$30,312.24
17	Frazier Creek Ditch	\$395.00	\$4,740.00
18	East Ocean Median & Row from Georgia Ave to Colorado Avenue	\$595.00	\$7,140.00
19	Colorado Median & ROW from US 1 to Dixie Hwy	\$992.00	\$11,904.00
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	\$108.00	\$1296.00
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	\$105.00	\$1260.00
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	\$135.00	\$1620.00
24	Kingswood Terrace From Monterey Road To Dead End	\$90.00	\$1080.00
25	Sailfish Ball Parks	\$2,945.00	\$35,340.00
<b>TOTALS</b>		<b>\$25,584.71</b>	<b>\$307,016.52</b>

All other terms, conditions, prices and exhibits remain the same.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Amendment the day and year indicated above:

**CITY OF STUART, FLORIDA**

ATTEST:

  
\_\_\_\_\_  
2-7-18  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
2-7-18  
DAVE ROSS  
CITY MANAGER

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

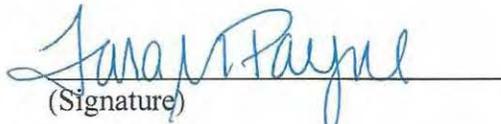
WITNESSES:

**CONTRACTOR**

SUNSHINE LAND DESIGN

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Margaret Fenton  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title



AMENDMENT #2

**RFP #2016-159: LANDSCAPE MAINTENANCE SERVICES  
FOR MOORE CEMETERY & ROW ON SE SEVILLE**

This Amendment #2, made and entered into this 22nd day of May, 2017, is to that certain Agreement between Sunshine Land Design, hereinafter referred to as "CONTRACTOR" and the City of Stuart, Florida, a municipal corporation, hereinafter referred to as "CITY", said Agreement entered into the 1<sup>st</sup> day of March, 2016.

In accordance with Section 13.5, Contract Amendment of the Agreement, CONTRACTOR and CITY agree to modify the agreement as follows:

Add to Section 2.3 Payment **awarded**:

<b>GROUP #27: MOORE CEMETERY &amp; ROW ON SE SEVILLE</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
Turf Grasses: Minimum 18 cuts year	\$206.00	\$2,472.00
Control Weeds & Exotics	\$94.00	\$1,128.00
Pruning Shrubs: Minimum 4 times year	\$167.00	\$2,004.00
Pruning Trees & Palms: Minimum 1 time year	\$90.00	\$1,080.00
Herbicides, Insecticides and Sterilants	\$159.00	\$1,908.00
Debris and Trash Removal: Biweekly	\$135.00	\$1,620.00
<b>Group #27 Totals</b>	<b>\$851.00</b>	<b>\$10,212.00</b>
<b>Previous Amount Awarded</b>	<b>\$16,932.44</b>	<b>\$203,189.28</b>
<b>New Amended Totals</b>	<b>\$17,783.44</b>	<b>\$213,401.28</b>

All other terms, conditions, prices and exhibits remain the same.

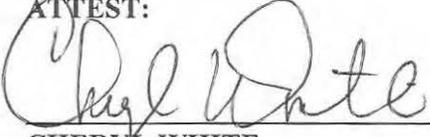
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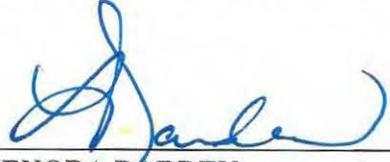
Signatures are on following page

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Amendment the day and year indicated above:

CITY OF STUART, FLORIDA

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
LENORA DARDEN  
PROCUREMENT & CONTRACTING  
SERVICES MANAGER

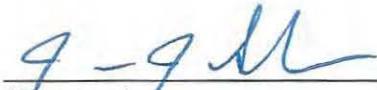
APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

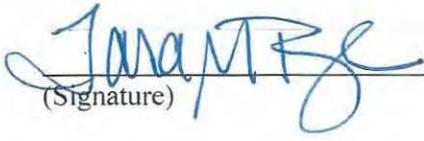
WITNESSES:

CONTRACTOR

SUNSHINE LAND DESIGN

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Margaret Fenton  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title



## AMENDMENT #1

This Amendment #1, made and entered into this 16<sup>th</sup> day of November, 2016, is to that certain Agreement between Sunshine Land Design, hereinafter referred to as "CONTRACTOR" and the City of Stuart, Florida, a municipal corporation, hereinafter referred to as "CITY", said Agreement entered into the 1<sup>st</sup> day of March, 2016.

In accordance with Section 13.5, Contract Amendment of the Agreement, CONTRACTOR and CITY agree to modify the agreement as follows:

Delete from Section 2.3 Payment: Group 21, Baker Road from Green River Parkway to Savannah Road – subtract \$50.00 per month; \$600.00 per year from the total contract value, said revised total contract value to be the following New Amended Totals.

GROUP #	DESCRIPTION	MONTHLY	ANNUAL
20-24	Turf Grass and Management of Vegetation	\$488.00	\$5,856.00

Add to Section 2.3 Payment **awarded**:

GROUP #	DESCRIPTION	MONTHLY	ANNUAL
	Turf Grass and Management of Vegetation		
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	\$108.00	\$1296.00
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	\$105.00	\$1260.00
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	\$135.00	\$1620.00
24	Kingswood Terrace From Monterey Road To Dead End	\$90.00	\$1080.00
<b>Totals</b>		<b>\$438.00</b>	<b>\$5,256.00</b>
<b>Previous Amount Awarded</b>		<b>\$16,494.44</b>	<b>\$197,933.28</b>
<b>New Amended Totals</b>		<b>\$16,932.44</b>	<b>\$203,189.28</b>

In accordance with Section 14, Public Records has been replaced with the amended Public Records effective July 1, 2016 of Florida Statute 119.0701 as follows:

**Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action**

**Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [cwhite@ci.stuart.fl.us](mailto:cwhite@ci.stuart.fl.us) , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.**

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

All other terms, conditions, prices and exhibits remain the same.

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**Signatures are on following page**

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Amendment the day and year indicated above:

CITY OF STUART, FLORIDA

ATTEST:

  
11-16-16  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
LENORA DARDEN  
PROCUREMENT & CONTRACTING  
SERVICES MANAGER

APPROVED AS TO FORM  
AND CORRECTNESS:

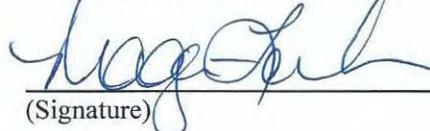
  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

WITNESSES:

CONTRACTOR

SUNSHINE LAND DESIGN

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Margaret Fenton  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

February 8, 2016

VIA EMAIL: [ttaylor@sunshinelanddesign.com](mailto:ttaylor@sunshinelanddesign.com)  
[mfenton@sunshinelanddesign.com](mailto:mfenton@sunshinelanddesign.com)

Sunshine Land Design Inc.  
Attn: Mr. Timothy R. Taylor, President  
3291 SE Lionel Terrace  
Stuart, FL 34997

RE: Notice of Award/Preparation of Contract Documents  
RFP No. 2016-159, Landscape Maintenance Services

Dear Mr. Taylor:

The Stuart City Manager awarded 2016-159, Landscape Maintenance Services, to your firm on February 8, 2016. Please consider this your formal notice of award for service areas identified by the following group numbers: 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 18, 20, 21, 22, 23, 24 and 25. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (February 18, 2016) as listed below:

1. A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: ***"The City of Stuart is an additional insured"***. The City requests that the insurance certificate lists the ***project number and the project name***, 2016-159, Landscape Maintenance Services.
2. A payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.
3. Attached is the contract for these services. Please print and sign, by an authorized agent, two originals of the contract, signed by two witnesses and return to my attention with the required documents as stated above.

The initial contract period will be for two years, effective March 1, 2016 through February 28, 2018, with three (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us) or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden  
Procurement Manager

c: Public Works Staff  
RFP 2016-159 Official File



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: Paul Nicoletti, City Manager  
From: Lenora Darden, Procurement Manager  
Date: February 5, 2016  
Subject: Award of RFP #2016-159: Landscape Maintenance Services

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Attached are: a) List of proposers submitted and tabulation b) the selection committee evaluation summary c) the approved 2016 fiscal budget. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Stuart News on November 25, 2015. The Procurement Office sent complete proposal packages to three (3) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Two hundred and forty-four (244) interested vendors. Out of ten (10) planholders, two (2) responsive proposals were received by 2:30 pm on the RFP opening date, December 16, 2015.

A three (3) member selection committee evaluated the responses based on the following criteria: the firms' expertise, experience and professional qualifications; past performance; overall task approach and operational plan; equipment utilized to accomplish work; and pricing proposed.

The Selection Committee reviewed the two responsive proposals and found that both firms were qualified to perform the services in accordance with the terms, conditions and specifications of the RFP. As noted in the tabulation sheet total cost of service was requested from both proposers and a discount requested if a single proposer were awarded all sections. After detailed review and tabulation of proposed prices, it is in the City's best interest to award each section to the lowest proposer, for the maximum savings to the City as follows.

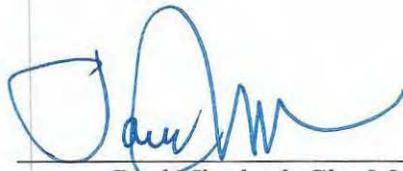
- Sunshine Land Design was the lowest on fourteen (14) sections including the option (Group 25) for an annual total of \$203,789.28.
- Valleycrest Landscape Maintenance was the lowest on seven (7) sections for an annual total of \$84,045.00.

Awarding to the single lowest proposer, including a 3% discount is \$317,747.67; awarding to both firms with lowest total per section is \$287,834.28 for an overall cost savings of **\$29,913.39**.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

- Approve the award of RFP #2016-159, Landscape Maintenance Services to Sunshine Land Design, and Valleycrest Landscape Maintenance, both of Stuart, Florida; for the initial term of two (2) years effective March 1, 2016 through February 28, 2018 with three (3) additional 1-year periods to the lowest, most responsive and responsible proposers per group for the annual amount not to exceed \$287,834.28.
- Further information is required
- Recommend all proposals be rejected



Paul Nicoletti, City Manager

2-8-16

Date



**CITY OF STUART**  
**CONTRACT FOR SERVICES**

**PROJECT:** RFP #2016-159: LANDSCAPE MAINTENANCE

**CONTRACTOR:** SUNSHINE LAND DESIGN INC.  
3291 SE LIONEL TERRACE  
STUART, FL 34997

THIS CONTRACT, hereinafter "Contract," made and entered into the 1<sup>st</sup> day of March, 2016 by and between "Sunshine Land Design, Inc." referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of services for Landscape Maintenance Services by the Contractor and the payment for those services by City as set forth below.

**II. SCOPE OF SERVICES**

The Contractor shall provide Landscape Maintenance Services pursuant to this Contract as hereinafter provided. These services will include all labor, supervision, products and tools, and equipment necessary to provide Landscape Maintenance Services.

**Section 1. Scope of Service**

Contractor shall provide Landscape Maintenance Services for the City of Stuart. The service areas are identified by the following group numbers: 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 18, 20, 21, 22, 23, 24 and 25. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Contractor's response to RFP #2016-159 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein. Copies of these documents are on file in the Office of the City Clerk as a public record.

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties, not to exceed six (6) months.

## **Section 2. Compensation and Method of Payment**

### **2.1 Fee Schedule**

CITY will compensate Contractor for these Landscape Maintenance Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period and prior written approval by the appropriate City officials.

### **2.2 Invoices**

Monthly payments based on the amount of work completed shall be made within thirty (30) days after submission of a proper and detailed invoice and approval by the Project Manager of the City.

### **2.3 Payment**

Total Contract value awarded to Sunshine Land Design, Inc., is Two Hundred and Three thousand, seven hundred and eight-nine Dollars and 28/100 cents (\$203,789.28). Groups awarded for specific sections are as follows:

<b>GROUP #</b>	<b>DESCRIPTION</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
2	Stuart Flagler Avenue Center, Park & Feed Store	\$1,663.50	\$19,962.00
3	Evans Crary Bridge Landscaping Medians, Row's & Retention Ponds	\$649.50	\$7,794.00
4	Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park	\$2,764.00	\$33,168.00
5	East 10 <sup>th</sup> Street Community Center Landscape	\$459.44	\$5,513.28
7	US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, & Roosevelt Bridge Concrete Medians	\$2,800.00	\$33,600.00
8	Palm Beach Road Medians And Swales Landscape	\$1,562.00	\$18,744.00
10	Colorado Mini-Park & Kiwanis Park & Ride (Located at Colorado Avenue & Old Dixie Highway	\$483.50	\$5,802.00
11	Kanner Highway From US-1 to Monterey Road	\$769.00	\$9,228.00
12	Public Safety Complex	\$1,157.00	\$13,884.00
13	Martin Luther King Jr./Old Dixie Highway Intersection Landscaping & Lot On SW Corner	\$476.00	\$5,712.00
14	Poppleton Creek Park & Dog Park	\$170.50	\$2,046.00
18	East Ocean Median & Row from Georgia Ave to Colorado Avenue	\$595.00	\$7,140.00
20-24	Turf Grass and Management of Vegetation	\$488.00	\$5,856.00
25	Sailfish Ball Parks	\$2,945.00	\$35,340.00
<b>TOTALS</b>		<b>\$16,982.44</b>	<b>\$203,789.28</b>

### **Section 3.     **Guarantee****

The Contractor shall guarantee workmanship for the duration of the contract period. Contractor shall ensure successful performance of the work for the service intended and assure all plant material is in good condition within accepted horticultural standards for growth, color, and appearance specified under this agreement. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Contractor is responsible for all physical damage to the property, caused by his workmanship, including plants, turf, structures, fixtures, and irrigation components; and agrees to pay for repair or replacement of all damaged property immediately.

### **Section 4.     **Audit****

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

### **Section 5.     **Contractor Responsibility****

#### **5.1     Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

#### **5.2     Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities

The Contractor shall assign a Supervisor and provide skilled ground crew personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This

assigned Supervisor will be responsible for overseeing all work performed. If at any time the supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including securing all herbicides from public access. The Contractor shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The City shall not be responsible for safety on or off the job site.

### **5.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Probation/Performance/Suspension/Termination**

### **6.1 Probation**

The first ninety (90) days of this contract are to be considered a "probationary" period. At the City's election, this contract may be terminated without recourse and a new award may be granted. The Contractor's performance will be closely scrutinized by City staff. If the performance fails to meet the standards specified in this RFP, the contract may be subject to cancellation. The work will be conducted under the general direction of the project manager or designee, and is subject to inspection to insure compliance with the terms of the Contract. All work will be monitored during probationary period. Unsatisfactory service will be identified, explained, and documented. Unsatisfactory service must be corrected by the contractor within 2-working days. A failure in the contractor's responsibility will result in a payment withholding. The City will make final inspection of the work covered by this contract when it is completed and finished in all respects and must be approved before payment is made.

### **6.2 Performance**

After probationary period and throughout the contract period the vendor(s) performance will continue to be monitored by City staff. If vendor performance fails to meet the standards specified with the proposal and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractors receiving an unacceptable rating will be notified. Contract termination shall be served by written notice by the Procurement Division.

### **6.3 Suspension**

The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages.

## **6.4 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

## **Section 7. City's Obligations**

### **7.1 Project Manager**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the City Project Manager or designee.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

John Shakra, Project Manager

Phone: 772-283-2648

Cell: 772-260-6044

Fax: 772-283-8944

Email: [jshakra@sunshinelanddesign.com](mailto:jshakra@sunshinelanddesign.com)

## **Section 8. Persons Bound by Contract**

### **8.1 Parties to the Contract**

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

### **8.2 Assignment of Interest in Contract**

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. If Contractor subcontracts any portion of this agreement for any reason or leases personnel (crew type laborers), he must include, in writing the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. The City of Stuart reserves the right to reject a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract services of a similar nature, or who is not in a position to perform properly under this award.

### **8.3 Other Entity Use**

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

### **8.4 Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

## **8.5 Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

### **Section 9. Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

### **Section 10. Insurance**

#### **10.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "Exhibit C" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit C" attached hereto.

#### **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement (Exhibit C) and shall be subject to the City's approval for adequacy.

### **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

### **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **13.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Contract Amendment**

The City may require additional services not specifically identified in the contract, for example, materials/plant replacement. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this solicitation at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### **13.6 Contractual Authority**

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor**, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **13.7 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

### **Section 14. Public Records**

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

### **Section 15. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A”** - "Proposal as Submitted by Respondent and Accepted by City"

**“Exhibit B”** - “Original Request for Proposal as Issued by City, including all Addenda”

**“Exhibit C”** - "Insurance and Indemnification."

**“Exhibit D”** "Performance and Payment Bond"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
PAUL NICOLETTI  
CITY MANAGER

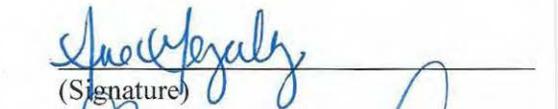
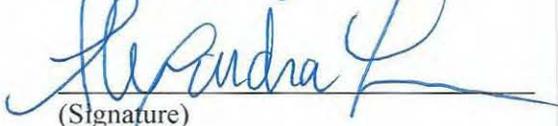
APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY



WITNESSES:

CONTRACTOR

  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)  
Margaret Fenton  
\_\_\_\_\_  
Printed Name  
Vice President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”**



3291 S. E. Lionel Terrace, Stuart, Florida 34997

December 16, 2015

City of Stuart  
Procurement Division  
121 SW Flagler Avenue  
Stuart, FL 34994

Ref: Landscape Maintenance Services, RFP#2016-159

Dear Ladies and Gentlemen,

We appreciate the opportunity to submit our proposal for the City of Stuart's Landscape Maintenance Services. Over the years, we have enjoyed working with the City on contracts and look forward to a continued successful relationship.

Our company is adequately outfitted with labor and equipment to successfully & timely complete the City's Landscape Maintenance Services. Our staff includes FNGLA Certified Horticultural Professionals, FNGLA Certified Landscape Technicians, multiple State-Licensed Pesticide & Herbicide Applicators, Irrigation Specialists, and multiple Advanced Maintenance of Traffic Technicians. And with the majority of our workforce residing here in Martin County, it is our intrinsic goal to provide services and products that enhance the value of our community.

We have over thirty one years' experience in municipal landscape and irrigation installation & maintenance. Please contact all of our references. We pride ourselves in the long term relationships built with both the private and public sectors throughout the Treasure Coast.

Enclosed are supporting documents including our Operation Plan, Integrated Pest Management Program, Project Experience, References, and copies of insurance and licenses. Furthermore, Sunshine Land Design, Inc., nor any of its principals, members, or employees has a conflict of interest with any aspect of City of Stuart government, or any department of the City of Stuart, or any individual, city officer, or employee.

Should you need further information or have questions concerning our bid, please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Taylor", written over a horizontal line.

Timothy R. Taylor  
President



3291 S. E. Lionel Terrace, Stuart, Florida 34997

TAB 1 – Experience / Knowledge / Qualifications

Corporate Office: 3291 SE Lionel Terrace, Stuart, FL 34997  
 Our office has always been located in Martin County; we have been at our current location for 13 years.

Corporate Structure	Timothy R. Taylor, President	48% ownership
	Frankie Taylor, Vice President/Secretary	51% ownership
	Margaret Fenton, Vice President	01% ownership

Date of Incorporation: July 8 1985  
 State of Incorporation: Florida

**Experience.** Since 1984, Sunshine Land Design Inc. has been serving the Treasure Coast. With our roots established in residential and commercial landscaping, our firm has grown to nearly one-hundred professional employees specializing in a diverse range of services.

We take pride in our work and our success is reflected in the relations built over the years. Serving municipalities like Martin County, Town of Jupiter and the City of Port St Lucie in similar capacity, we have the knowledge and experience in municipal landscaping and irrigation, site clearing, earthwork, storm drain, sanitary sewer, water distribution as well as hardscapes and environmentally sensitive projects.

**Horticultural Experience.** For over thirty years, our staff has worked extensively in the landscape industry both locally and state-wide. We have interfaced with government agencies, local Park and Recreation departments, and representatives from State and Federal agencies like the Department of Environmental Protection, to name just a few. Presently we have on staff four very talented project managers with Landscape Maintenance experience. John Shakra shall be the assigned account/project manager for the City of Stuart Landscape Maintenance Services contract. With over twenty years of horticultural and management experience, John Shakra has successfully managed many public and private Landscape Projects, as well performing managerial duties for municipal and residential maintenance accounts around the Treasure Coast. Mr. Shakra is a FNGLA Certified Horticultural Professional and a state certified Florida Arborist. He holds multiple licenses under the Florida Bureau of Entomology and Pest Control. Mr. Shakra and his experience & management skills, along with our qualified administrative support staff and field personnel, is poised to successfully support the City of Stuart’s Landscape Maintenance Services contract.

Please see attached resume and copies of licensure for John Shakra.



## John Shakra, Project Manager/Certified Arborist

3291 SE Lionel Terrace ♦ Stuart, FL 34997 ♦ (772) 260-6044 ♦ jshakra@sunshinelanddesign.com

### Profile

John Shakra has performed well and kept up with the quick pace of Sunshine Land Design. He manages environmentally sensitive projects for Sunshine. He is also Sunshine Land Design's Safety Program Coordinator. He shows great responsibility and organizational skills.

### Skills Summary

- ♦ Project Management
- ♦ Professional Presentations
- ♦ Scheduling
- ♦ Computer Skills
- ♦ Marketing & Sales
- ♦ Safety Management/Training
- ♦ Chemical Application
- ♦ Chemical Safety

### Responsibilities as Project Manager of Sunshine Land Design, Inc.

- Makes decisions and solves problems.
- Maintains inventory of tools, equipment to ensure that sufficient supplies are available and items are in usable condition.
- Monitor project activities to ensure that instructions are followed, deadlines are met, and schedules are maintained.
- Maintains repair reports and executes maintenance schedules on a timely basis.
- Maintains company documents, completes and submits daily.
- Completes work assignments in a timely, efficient, accurate and safe fashion.
- Assuring the satisfaction of each customer.
- Maintain knowledge of equipment, chemicals, fertilizers, and their application to safely perform job
- Maintains the ability to identify insect and diseases in plants, turf, and horticultural environment.
- Maintains the ability to identify Florida plants and different sod types.
- Coordination, implementation, and maintenance of our workplace safety program.

### Principal Duties as Project Manager of Sunshine Land Design, Inc

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work schedule for the job site
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Train and motivate field employees.
- Maintain work site with proper maintenance methods and to dispose of all waste products properly.
- Maintain documentation of Safety Committee meeting minutes
- Assuring continued safety and health education and training is provided to all employees
- Assuring reviewal and updating of workplace safety rules

### Professional Licenses and Certification

- ♦ International Society of Arboriculture, ISA Certified Arborist
- ♦ State of Florida, Department of Agriculture & Consumer Services, Bureau of Entomology & Pest Control – Commercial Landscape Maintenance Holder
- ♦ State of Florida, Department of Agriculture & Consumer Services, Bureau of Entomology & Pest Control – Limited Commercial Fertilizer Applicator Holder

### Experience Profile

- ♦ Jenkins Landscape Hobe Sound, FL
- ♦ Loblolly Pines Hobe Sound, FL
- ♦ Shakra Landscape Jensen Beach, FL
- ♦ Royal Green Landscape Spraying Jensen Beach, FL



GV25936-1

Certificate #  
GV25936

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**John J. Shakra**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

\_\_\_\_\_  
Issuer

E. Skvarch  
\_\_\_\_\_  
Instructor

11/13/2013  
\_\_\_\_\_  
Date of Class

\_\_\_\_\_  
DEP Program Administrator

Not valid without seal

# International Society of Arboriculture

## Certified Arborist™

*John J. Shakra*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

*D. Glenn*

Certification Board, Chair  
International Society of Arboriculture

*J. Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

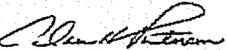
FL-0877A	Jun 23, 2001	Jun 30, 2016
Certificate Number	Certified Since	Expiration Date

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
March 11, 2014	LF216854	March 10, 2018

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: March 10, 2018

JOHN JOSEPH SHAKRA  
4441 N SAVANNAH RD  
JENSEN BEACH, FL 34957

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

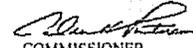
JOHN JOSEPH SHAKRA

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF216854

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING March 10, 2018

Signature

  
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL  
3125 CONNER BLVD, SUITE N  
TALLAHASSEE, FLORIDA 32399-1650



3291 S. E. Lionel Terrace, Stuart, Florida 34997

## TAB 2 - Operational Plan

A Project Manager trained in landscape management will be assigned to this contract.

Pre-Construction Tasks to be completed prior to start of work:

- 1) The Project Manager shall walk each site with the City representative to properly determine the limits of each location and to determine what type of equipment shall be used.
- 2) The Project Manager shall prepare on "Microsoft Projects" an annual "detailed schedule" listing all of the projects and tasks, including projected mowing dates, trimming dates, fertilizing dates and mulching dates. The Schedule will also include, type and quantity of all material, including mulch, fertilizers and projected pesticides. This schedule will be submitted to the city for approval.
- 3) Each site shall be photographed at all angles. These photos along with a report shall be submitted to the City. This report will identify any existing problems and propose a remedy to these problems.
- 4) An Integrated Pest Management Program shall be presented to the city. Once accepted this program will become part of the work. Sunshine Land Design's adopted IPM program is attached for the Cities review.
- 5) Each site will have a specific maintenance of traffic plan. This plan shall be prepared by the project manager and Sunshine Land Design Staff. The plan will be reviewed and signed by our advanced ATSSA traffic planner. The plan will be approved by the City before any work begins. Changes to this plan will be done only with City approval.
- 6) The existing Company safety plan shall be customized to fit these specific jobs. The required MSDA sheets will be updated and provided along with the safety plan.

Start of Work; Project Manager's duties:

- 1) Schedule and provide detailed instructions to the crew foreman including, limits of work, the project specifications, the maintenance of traffic plan, and the safety plan.
- 2) Oversee all work and to insure quality and safety control measures are being followed. This includes Public safety as well as personnel safety.
- 3) Schedule and instruct specialty work crews, including but not limited to tree trimmers, pesticide applicators and irrigation technicians. Review the M.O.T plan with each crew.
- 4) Provide constant communication with the City representative. Including a written summary faxed to the Deputy Public Works Director's office after each shift.
- 5) Insure that all work is being performed in accordance with the contract.
- 6) Monitor and implement the approved Integrated Pest management program.

Foreman's Duties:

- 1) Receive Detail Instructions from the Project Manager.
- 2) Inspect truck, trailer and all equipment needed for the day's task.



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- 3) Check that all M.O.T. is properly in place, that all personnel are properly marked and have the required safety equipment.
- 4) Fully understand the scope of work and the job specifications as related to this scope.
- 5) Monitor all personnel and to insure full compliance with the contract documents and all safety plans.
- 6) Inspect the work area prior to leaving to insure that all work is complete and site is in safe condition.

### Integrated Pesticide Management Program

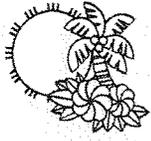
Sunshine Land Design shall establish and implement an Integrated Pest Management Plan. Sunshine Land Design shall use the following plan to meet the level of service as stated in the bid documents and addenda.

- 1) Sunshine Land Design shall provide a trained intergraded pest manager to inspect on a regular basis and prior to any chemical applications.
- 2) Our Integrated Pest Management techniques are as follows:
  - a. **Prevention:** Focusing on plant health is the best way to prevent pests, proper fertilizing, irrigation, cutting heights etc. These items shall be monitored and our crews shall follow the prescribed guide lines
  - b. **Identification:** Correctly identify the pest which sometimes means consulting with the State extension service.
  - c. **Monitoring:** Pest levels are to be monitored so that the correct treatment decisions can be made. Beneficial insects will be accounted for and used in all treatment decisions.
  - d. **Action Levels:** For each problem a discussion with the staff will need to be made. This discussion will be to establish acceptable thresholds, and to decide if, and when a treatment is necessary.
  - e. **Treatment:** For any given pest, a variety of treatment methods may be available, and several may be used together for better results. Examples include:  
*Physical controls:* Using mulches, spraying aphids with water and removing weeds.  
*Cultural controls:* Using hardier species and planting in the proper places when applicable.  
*Chemical controls:* Using synthetic and naturally-derived pesticides when necessary. These include approved conventional pesticides as well as reduced risk options like insect pheromones, insecticidal soaps and oils.
  - f. **Evaluation:** The I.P.M. program shall be continually evaluated to find ways to improve plant health and reduce pesticide use. The I.P.M. manger, project manager and foremen shall work together to meet these goals.
- 3) When required a trained and licensed spray and fertilizing crew consisting of two applicators shall provide these services as out lined. (see attached licensing)



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- 4) A licensed irrigation Contractor along with the Project manager shall schedule and oversee all work as related to the maintenance and up keep of the irrigation systems.
- 5) Sunshine Land Design's Management Support Staff shall assist the project manager to assure quality and productive performance from the designated work crews. Our offices and maintenance facility is located at 3291 SE Lionel Terrace, Stuart this is located in the Gran Industrial Park off US One.



**SUNSHINE**  
LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida 34997

TAB 3 – Proposal Form

**Please see attached proposal form.**

## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following prices to supply the City of Stuart with landscape maintenance services called for in this solicitation.

The City intends to contract for landscape maintenance and/or weed control on each of the above twenty seven sites. The City will consider all responsible and responsive proposals submitted even if those proposals exclude some of the areas where proposals were requested. Proposers may offer maintenance for any or all of these sites. The City reserves the right to award multiple contracts for these services if the City decides that it is in its own best interest. The City will be the sole judge of what is in its best interest.

<b>GROUP 1 - SAILFISH CIRCLE</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1,386.00
2	Control Weeds	12	Monthly	\$ 124.53	\$ 1,494.36
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 254.00	\$ 3,048.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 55.00	\$ 660.00
5	Mulching	12	Monthly	\$ 113.75	\$ 1,365.00
6	Fertilizing	12	Monthly	\$ 29.14	\$ 349.68
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.33	\$ 303.96
<b>Group 1: Sailfish Circle (Items 1-7)</b>					<b>\$ 8,607.00</b>
<b>GROUP 2 - STUART FLAGLER AVENUE CENTER, PARK &amp; FEED STORE LANDSCAPING</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 630.00	\$ 7,560.00
2	Control Weeds	12	Monthly	\$ 225.00	\$ 2,700.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 308.00	\$ 3,696.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 168.00	\$ 2,016.00
5	Mulching	12	Monthly	\$ 222.00	\$ 2,664.00

6	Fertilizing	12	Monthly	\$ 88.00	\$ 1,056.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 22.50	\$ 270.00
<b>Group 2: Stuart Flagler Avenue Center, Park &amp; Feed Store (Items 1-7)</b>					<b>\$ 19,962.00</b>
<b>GROUP 3 – EVANS CRARY BRIDGE LANDSCAPING MEDIANS, ROW'S AND RETENTION PONDS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 130.00	\$ 1,560.00
2	Control Weeds	12	Monthly	\$ 100.00	\$ 1,200.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 145.00	\$ 1,740.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 135.00	\$ 1,620.00
5	Mulching	12	Monthly	\$ 110.00	\$ 1,320.00
6	Fertilizing	12	Monthly	\$ 17.00	\$ 204.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.50	\$ 150.00
<b>Group 3 Evans Crary Bridge Landscaping Medians, Row's &amp; Retention Ponds: (Items 1-7)</b>					<b>\$ 7,794.00</b>
<b>GROUP 4 – RIVERSIDE DRIVE MEDIAN LANDSCAPE (INCLUDING PELICAN, LARK, MANGO, MARTIN, RIVERSIDE &amp; MENNINGER PARK</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 670.00	\$ 8,040.00
2	Control Weeds	12	Monthly	\$ 265.00	\$ 3,180.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 595.00	\$ 7,140.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 600.00	\$ 7,200.00
5	Mulching	12	Monthly	\$ 550.00	\$ 6,600.00
6	Fertilizing	12	Monthly	\$ 60.00	\$ 720.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 24.00	\$ 288.00
<b>Group 4 Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside &amp; Menninger Park: (Items 1-7)</b>					<b>\$ 33,168.00</b>

**GROUP 5 – EAST 10<sup>TH</sup> STREET COMMUNITY CENTER LANDSCAPE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1,386.00
2	Control Weeds	12	Monthly	\$ 86.03	\$ 1,032.36
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 143.67	\$ 1,724.04
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 32.50	\$ 390.00
5	Mulching	12	Monthly	\$ 45.50	\$ 546.00
6	Fertilizing	12	Monthly	\$ 17.24	\$ 206.88
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 19.00	\$ 228.00

**Group 5- East 10<sup>th</sup> Street Community Center Landscape: (Items 1-7)** \$ 5,513.28

**GROUP 6 – SEVEN RETENTION PONDS ON BOTH SIDES OF THE ROOSEVELT BRIDGE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 950.00	\$ 11400.00
2	Control Weeds	12	Monthly	\$ 550.00	\$ 6600.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 375.00	\$ 4500.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 700.00	\$ 8400.00
5	Mulching	12	Monthly	\$ 155.00	\$ 1860.00
6	Fertilizing	12	Monthly	\$ 235.00	\$ 2820.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 50.00	\$ 600.00

**Group 6- (7) Retention Ponds On Both Sides of Roosevelt Bridge: (Items 1-7)** \$ 36180.00

Retention Area 1. On west side of Highway US 1 just south of Wright Blvd. NW Fork Rd.  
 Retention Area 2. On north side of the St. Lucie River just under the new Roosevelt Bridge, west of State Road 707. Gravel retention area at Palm Street.  
 Retention Area 3. On north side of the St. Lucie River just north of the old Roosevelt Bridge between the Florida East Coast Railroad tracks and State Road 707. From old Roosevelt Bridge to Palm St.  
 Retention Area 4. On south side of the St. Lucie River, under the new Roosevelt Bridge and south of the old Roosevelt Bridge between State Road 707 and the Florida East Coast Railroad tracks.  
 Retention Area 5. On south side of the St. Lucie River, east of the new Roosevelt Bridge & west of State Road 707.  
 Retention Area 6. On south side of the St. Lucie River, west of the new Roosevelt Bridge and east of Atlanta Avenue/Anchorage Way.  
 Retention Area 7. On north side of the Roosevelt Bridge, just south of Wright Blvd on Dixie Hwy, on east side of the bridge.

**GROUP 7 – US #1 FROM INDIAN ST. TO WRIGHT BLVD. INCLUDING MEDIAN AT SR 5A CUTOFF ROAD, MEDIAN AT PALM CITY RD. AND ROOSEVELT BRIDGE CONCRETE MEDIANS (NORTH AND SOUTH SIDE)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300.00	\$ 3,600.00
2	Control Weeds	12	Monthly	\$ 500.00	\$ 6,000.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 425.00	\$ 5,100.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 375.00	\$ 4,500.00
5	Mulching	12	Monthly	\$ 400.00	\$ 4,800.00
6	Fertilizing	12	Monthly	\$ 400.00	\$ 4,800.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 400.00	\$ 4,800.00
<b>Group 7-US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, &amp; Roosevelt Bridge Concrete Medians: (Items 1-7)</b>					<b>\$ 33,600.00</b>

**GROUP 8 – PALM BEACH ROAD MEDIANS AND SWALES LANDSCAPE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 600.00	\$ 7,200.00
2	Control Weeds	12	Monthly	\$ 315.00	\$ 3,780.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 400.00	\$ 4,800.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ N/A	\$ N/A
5	Mulching	12	Monthly	\$ 195.00	\$ 2,340.00
6	Fertilizing	12	Monthly	\$ 40.00	\$ 480.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00
<b>Group 8-Palm Beach Road Medians And Swales Landscape: (Items 1-7)</b>					<b>\$ 18,744.00</b>

**GROUP 9 – WATER PLANT**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 308.00	\$ 3,696.00

2	Control Weeds	12	Monthly	\$ 109.00	\$ 1,308.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 260.00	\$ 3,120.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 180.00	\$ 2,160.00
5	Mulching	12	Monthly	\$ 60.00	\$ 720.00
6	Fertilizing	12	Monthly	\$ 70.00	\$ 840.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 20.00	\$ 240.00

**Group 9- Water Plant: (Items 1-7)** \$ 12,084.00

**GROUP 10 – COLORADO MINI-PARK & KIWANIS PARK AND RIDE (LOCATED AT COLORADO AVENUE AND OLD DIXIE HIGHWAY)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1386.00
2	Control Weeds	12	Monthly	\$ 86.00	\$ 1032.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 141.00	\$ 1692.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 25.00	\$ 300.00
5	Mulching	12	Monthly	\$ 75.00	\$ 900.00
6	Fertilizing	12	Monthly	\$ 29.00	\$ 348.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00

**Group 10— Colorado Mini-Park & Kiwanis Park & Ride (Located at Colorado Avenue & Old Dixie Highway: (Items 1-7)** \$ 5802.00

**GROUP 11 – KANNER HIGHWAY FROM US-1 TO MONTEREY ROAD**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 10.00	\$ 120.00
2	Control Weeds	12	Monthly	\$ 230.00	\$ 2760.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 295.00	\$ 3540.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 67.00	\$ 804.00

5	Mulching	12	Monthly	\$ 115.00	\$ 1380.00
6	Fertilizing	12	Monthly	\$ 22.00	\$ 264.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 30.00	\$ 360.00
<b>Group 11– Kanner Highway From US-1 to Monterey Road: (Items 1-7)</b>					<b>\$ 9228.00</b>
<b>GROUP 12 – PUBLIC SAFETY COMPLEX</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 308.00	\$ 3696.00
2	Control Weeds	12	Monthly	\$ 86.00	\$ 1032.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 217.00	\$ 2604.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 152.00	\$ 1824.00
5	Mulching	12	Monthly	\$ 342.00	\$ 4104.00
6	Fertilizing	12	Monthly	\$ 39.00	\$ 468.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13.00	\$ 156.00
<b>Group 12- Public Safety Complex: (Items 1-7)</b>					<b>\$ 13884.00</b>
<b>GROUP 13 – MARTIN LUTHER KING JR./OLD DIXIE HIGHWAY INTERSECTION LANDSCAPING AND LOT ON SOUTHWEST CORNER</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 135.00	\$ 1620.00
2	Control Weeds	12	Monthly	\$ 67.00	\$ 804.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 85.00	\$ 1020.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60.00	\$ 720.00
5	Mulching	12	Monthly	\$ 76.00	\$ 912.00
6	Fertilizing	12	Monthly	\$ 40.00	\$ 480.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13.00	\$ 156.00
<b>Group 13– Martin Luther King Jr./Old Dixie Highway Intersection Landscaping &amp; Lot On SW Corner: (Items 1-7)</b>					<b>\$ 5712.00</b>

<b>GROUP 14 – POPPLETON CREEK PARK &amp; DOG PARK (ON CENTRAL PARKWAY)</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 100.00	\$ 1200.00
2	Control Weeds	12	Monthly	\$ 30.00	\$ 360.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 3.00	\$ 36.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 14.00	\$ 168.00
5	Mulching	12	Monthly	\$ 4.00	\$ 48.00
6	Fertilizing	12	Monthly	\$ 13.00	\$ 156.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 6.50	\$ 78.00
<b>Group 14-Poppleton Creek Park &amp; Dog Park: (Items 1-7)</b>					<b>\$ 2046.00</b>
<b>GROUP 15 – DIXIE HIGHWAY LANDSCAPING PHASE 1 &amp; II FROM MONTEREY ROAD TO LINCOLN AVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 539.00	\$ 6468.00
2	Control Weeds	12	Monthly	\$ 246.68	\$ 2960.16
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 594.00	\$ 7128.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 884.00	\$ 10608.00
5	Mulching	12	Monthly	\$ 151.66	\$ 1819.92
6	Fertilizing	12	Monthly	\$ 85.34	\$ 1024.08
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.34	\$ 304.08
<b>Group 15-Dixie Highway: (Items 1-7)</b>					<b>\$ 30,312.24</b>
<b>GROUP 16 – AMERIGO AVENUE RETENTION PONDS &amp; MEDIAN FROM WEIR STREET TO RIVERSIDE DRIVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 672.00	\$ 8064.00
2	Control Weeds	12	Monthly	\$ 84.00	\$ 1008.00

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 432.00	\$ 5184.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 80.00	\$ 960.00
5	Mulching	12	Monthly	\$ 214.58	\$ 2575.00
6	Fertilizing	12	Monthly	\$ 60.50	\$ 726.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 120.12	\$ 1441.44
<b>Group 16- Amerigo Ave Retention Ponds &amp; Median: (Items 1-7)</b>					<b>\$ 19958.44</b>
<b>GROUP 17 – FRAIZER CREEK DITCH</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 395.00	\$ 4740.00
<b>Group 17-Fraizer Creek Ditch</b>					<b>\$ 4740.00</b>
<b>GROUP 18 – EAST OCEAN MEDIAN &amp; ROW FROM GEORGIA AVE TO COLORADO AVENUE</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 155.00	\$ 1860.00
2	Control Weeds	12	Monthly	\$ 160.00	\$ 1920.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 115.00	\$ 1380.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ N/A	\$ N/A
5	Mulching	12	Monthly	\$ 85.00	\$ 1020.00
6	Fertilizing	12	Monthly	\$ 55.00	\$ 660.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.00	\$ 300.00
<b>Group 18-East Ocean Median &amp; Row from Georgia Ave to Colorado Avenue: (Items 1-7)</b>					<b>\$ 7140.00</b>
<b>GROUP 19 – COLORADO MEDIAN &amp; ROW FROM US1 TO DIXIE HWY</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 225.00	\$ 2700.00
2	Control Weeds	12	Monthly	\$ 100.00	\$ 1200.00

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 260.00	\$ 3120.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60.00	\$ 720.00
5	Mulching	12	Monthly	\$ 200.00	\$ 2400.00
6	Fertilizing	12	Monthly	\$ 135.00	\$ 1620.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00
<b>Group 19-Colorado Median &amp; Row From Us1 To Dixie Hwy: (Items 1-7)</b>					<b>\$ 11904.00</b>
<b>GROUPS 20 - 24- TURF GRASS AND MANAGEMENT OF VEGETATION one cut per month</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	\$ 108.00	\$ 1296.00
21	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	\$ 50.00	\$ 600.00
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	\$ 105.00	\$ 1260.00
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	\$ 135.00	\$ 1620.00
24	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	\$ 90.00	\$ 1080.00
<b>Group 20 - 24</b>					<b>\$ 4236.00</b>
<b>NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.</b>					
<b>OVERALL ANNUAL TOTAL (Groups 1-24)</b>					<b>\$ 290,614.96</b>

<b>GROUP 25- OPTION - SAILFISH BALL PARKS</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Mowing Bermuda Turf	12	Monthly	\$ 1700.00	\$ 20,400.00
2	Spraying	12	Monthly	\$ 70.00	\$ 840.00
3	Fertilizing	12	Monthly	\$ 1000.00	\$ 12,000.00
4	Pre-Emergent Weed Applications	12	Monthly	\$ 50.00	\$ 600.00
5	Top Choice Insecticide Application Broadcast or Disc	12	Monthly	\$ 50.00	\$ 600.00

	Injection				
6	Field Edging	12	Monthly	\$ 40.00	\$ 480.00
7	Mole Cricket & Fire Ant Control	12	Monthly	\$ 35.00	\$ 420.00
<b>Group 25- Sailfish Ball Parks: (Items 1-7)</b>					<b>\$ <u>35,340.00</u></b>

<b>OVERALL ANNUAL TOTAL INCLUDING OPTION: Groups 1- 25</b>	<b>\$ <u>325,954.96</u></b>
--	-----------------------------

If you are not the successful awardee as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your submittal Yes  No

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes  No

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # 01 through # 01

Respondent's Initials MF

  
 \_\_\_\_\_  
 (Signature)

MARGARET FENTON  
 \_\_\_\_\_  
 (Printed Name)

SUNSHINE LAND DESIGN, INC.  
 \_\_\_\_\_  
 Name of Company, Firm

VICE PRESIDENT  
 \_\_\_\_\_  
 (Printed Title)

772 283 2648  
 \_\_\_\_\_  
 Telephone Number

772 283 8944  
 \_\_\_\_\_  
 Facsimile Number

mfenton@sunshinelanddesign.com  
 \_\_\_\_\_  
 Email Address

## 6.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
- B. To the fullest extent permitted by law, Contractor will further hold harmless, defend and indemnify Employer, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure to Contractor's failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer.
- C. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- D. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
  2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. 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. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
  3. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.



3291 S. E. Lionel Terrace, Stuart, Florida 34997

TAB 4 – Insurance

**Please see attached current Certificates of Insurance**

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/5/2015

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

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

<b>PRODUCER</b> Commercial Lines - (407) 481-1613 Wells Fargo Insurance Services USA, Inc. 800 N. Magnolia Ave., Suite 106 - FL 2841 Orlando, FL 32803	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 813-639-3000 <b>E-MAIL ADDRESS:</b> clw.certrequest@wellsfargo.com	<b>FAX (A/C, No):</b> 855-299-7117	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	<b>INSURER A :</b> FFVA Mutual Insurance Company		10385
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 9781903 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <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)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC84000309122015A	11/01/2015	11/01/2016	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Project: #2012-121.

Project Name: Term Contract to provide Landscape Maintenance Services.

**CERTIFICATE HOLDER**

City of Stuart  
 121 SW Flagler Ave.  
 Stuart FL 34994-0000

**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

*James Brada*



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JH

DATE (MM/DD/YYYY)

07/27/2015

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

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

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU. CIC.	Phone: 772-286-4334	CONTACT NAME: T. Jacobson
	Fax: 772-286-9389	PHONE (A/C, No, Ext): 772-286-4334
		FAX (A/C, No): 772-286-9389
		E-MAIL ADDRESS: tjacobson@stuartinsurance.net
		PRODUCER CUSTOMER ID #: SUNSL-1
INSURED Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997		INSURER(S) AFFORDING COVERAGE
	INSURER A : Westfield Insurance	NAIC # 24112
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

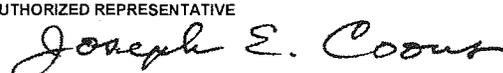
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000		TRA6510613	07/30/2015	07/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT COVERED THROUGH STUART INSURANCE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	RENTED/LEASED EQUIPMENT		TRA6510613	07/30/2015	07/30/2016	DED \$1000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Term Contract: Landscape Maintenance, Project 2012-121. ~certificate holder is additional insured for general liability with respect to ongoing and completed operations

## CERTIFICATE HOLDER

## CANCELLATION

CITYS-0  City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	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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3291 S. E. Lionel Terrace, Stuart, Florida 34997

## TAB 5 – Past Performance in similar activities in Florida

### Current Clients

**Client: Sailfish Point Property Owners Association**

Contact: Richard Marx, 6929 South Marina Way, Stuart, FL 34996

Phone: 772 225 1615

Email: [r.marx@sailfishpoint.com](mailto:r.marx@sailfishpoint.com)

Scope: Landscape, Irrigation, & Infrastructure maintenance of all common areas within Sailfish Point. Miscellaneous projects including landscape enhancements, irrigation installations, beach revetment, and other site projects.

Current Status: Past 15 years and ongoing

Contract Award: 2015-2016 (most recent)

**Client: Plantation Management Company**

Contact: Tim Kazmire, 625 SE Central Parkway, Stuart, FL 34994

Phone: 772 220 0005

Email: [tim@plantationmanagement.com](mailto:tim@plantationmanagement.com)

Scope: Landscape and Irrigation maintenance at multiple property & condominium associations

Current Status: Past 15 years and ongoing

Contract Award: 2015-2016 (most recent)

**Client: Advantage Property Management**

Contact: Craig Mancuso, Property Manager

Phone: 772 486 3814

Email: [craigmancuso@comcast.com](mailto:craigmancuso@comcast.com)

Scope: Landscape and Irrigation maintenance at multiple property & condominium associations

Current Status: Past 15 years and ongoing

Contract Award: 2015-2016 (most recent)



3291 S. E. Lionel Terrace, Stuart, Florida 34997

## References

- Advantage Property Management – Craig Mancuso  
Phone: 772 486 3814 Email: [craigmancuso@comcast.net](mailto:craigmancuso@comcast.net)
- Hansons Landing – Bob Perkowski, HOA President  
Phone: 603 494 0257 / 772 286 5962 Email: [rjperky@yahoo.com](mailto:rjperky@yahoo.com)
- Plantation Management Company – Tim Kazmire, President  
Phone: 772 220 0005 Email: [tim@plantationmanagement.com](mailto:tim@plantationmanagement.com)
- Sailfish Point – Richard Marx, Utilities Engineer  
Phone: 772 225 1615 Email: [r.marx@sailfishpoint.com](mailto:r.marx@sailfishpoint.com)
- Four Rivers HOA. - Ken Hoffman, HOA Board Member  
Phone 772-463-1557 Email: [khoffman@b4technologies.com](mailto:khoffman@b4technologies.com)
- Martin County - Sonny Senesac, Project Manager  
Phone 772-215-9357 Email: [ssenesac@martin.fl.us](mailto:ssenesac@martin.fl.us)
- City of Port St Lucie – John Dunton, Project Manager  
Phone 772-344-4035 Email: [jduntong@cityofpsl.com](mailto:jduntong@cityofpsl.com)



3291 S. E. Lionel Terrace, Stuart, Florida 34997

## TAB 6 – Submittal Forms & Requested Information

- Questionnaire
- Safety Certification
- Subcontractor List
- Experience/References
- Public Entity Crimes
- Proposal Checklist
- Bond Guarantee
- Equipment List
- Chemical / Herbicide / Pesticide List
- Business Tax Receipt (2)
- W-9 Form
- State of FL License as Dealer in Agriculture Products
- Martin County Certificate of Competency - Irrigation

**6.3 QUESTIONNAIRE FORM**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 4-8.

1. How many years has your organization been in business as a contractor?

THIRTY ONE YEARS

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

CURRENT CONTRACT WITH CITY OF STUART

3. Have you any similar work in progress at this time? Yes  No

4. List contact information below for trained personnel, including Supervisor and Irrigation Specialist (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. (Please provide a contact name and telephone number, mobile number etc.):

➤ JOHN SHAKRA, PROJECT MANAGER - SEE ATTACHED RESUME

➤ CALEB HOWALD, IRRIGATION SPECIALIST

➤ \_\_\_\_\_

➤ \_\_\_\_\_

5. Have you personally inspected the proposed project sites and have you a complete plan for its performance? Yes  No

6. Will you sublet any part of this work? Yes  No  If so, give details:

7. List equipment available for the work below or in tab 6.

PLEASE SEE ATTACHED EQUIPMENT LIST.

8. Specify type of warranty/guarantee and remedy for services identified in the specifications.

INDUSTRY STANDARD WARRANTY

6.4 **SAFETY STANDARDS CERTIFICATION**

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 12/16/2015

FOR: SUNSHINE LAND DESIGN, INC.

[Signature]  
(Witness)

(Firm Name)  
BY: [Signature]  
(Signature)

[Signature]  
(Witness)

VICE PRESIDENT  
(Title)

[Signature]  
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 16 day of December 20 15,  
known to me, or identified as Margaret Fenton  
in the City of Stuart, County of St. Martin, State of FL.

Signed: Nicole Salvado Notary Public

My Commission Expires: 12/16/18 (Affix Seal)



6.5 **SUBCONTRACTORS/LEASED LABOR LIST**

(Check one of the two boxes below)

I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*

I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

2  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

3  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

4  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

5  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

6  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

7  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

8  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

9  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

10  
Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

(Use additional pages if necessary.)

**6.6 EXPERIENCE OF BIDDER**

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	MARTIN COUNTY
	Address	2401 SE MONTEREY ROAD
	City, State, ZIP	STUART, FL 34996
	Contact Person	SONNY SENESAC
	Telephone	772-215-9357
	Date(s) of Contract	04/01/2015
	Dollar Value of Contract	<b>\$298,000.00</b>
#2	Agency	CITY OF PORT ST LUCIE
	Address	900 SE OGDEN LANE
	City, State, ZIP	PORT ST LUCIE, FL 34983
	Contact Person	JOHN DUNTON
	Telephone	772-344-4035
	Date(s) of Contract	07/19/2013
	Dollar Value of Contract	<b>\$260,000.00</b>
#3	Agency	TOWN OF JUNO BEACH
	Address	340 OCEAN DRIVE
	City, State, ZIP	JUNO BEACH, FL 33408
	Contact Person	TONY MERIANO
	Telephone	561-626-1122
	Date(s) of Contract	2006 - 2012
	Dollar Value of Contract	<b>\$66,651.00</b>

**6.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: MARGARET FENTON

*(print individual's name and title)*

for: SUNSHINE LAND DESIGN, INC.

*(print name of entity submitting sworn statement)*

whose business address is: 3291 SE LIONEL TERRACE, STUART, FL 34997

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2712892

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*Nicole Salvado*  
Signature

Sworn to and subscribed before me this 16 day of December, 2015.

Personally known  OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of Identification \_\_\_\_\_

Notary Public – State of Florida  
My Commission Expires: 12/16/18  
SEAL OR STAMP Nicole Salvado



**6.8 PROPOSAL CHECKLIST FORM**

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. These forms are to be submitted with proposal package.

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Forms as required: Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Business Tax, W-9, etc. Yes  No
- 6. Submit any data in reference to Contract Performance/  
Criteria as requested Yes  No
- 7. Evidence of Insurance Yes  No
- 8. Additional Data is submitted (Optional) Yes  No
- 9. Total of Five (5) sets; one (1) original and four (4) copies  
are submitted Yes  No

**RFP 2016-159**  
*(to be submitted with RFP response)*

COMPANY NAME: SUNSHINE LAND DESIGN, INC.



Bond Number BD143003

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, SUNSHINE LAND DESIGN, INC. of 3291 SE LIONEL TER STUART, FL 34997-8858 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF STUART 121 SW FLAGLER AVE, STUART FL 34994-2139 (hereinafter called the Oblige), in the penal sum of Ten Percent of bid Dollars (10% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for LANDSCAPE MAINTENANCE SERVICES- 2 YEAR COMPLETION TIME (\$250,000 ANNUAL BID AMOUNT)

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

Signed and sealed this 16TH day of DECEMBER, 2015.

Nicole Salvado  
\_\_\_\_\_  
Witness

Margaret Fenton  
\_\_\_\_\_  
Principal

SUNSHINE LAND DESIGN, INC.  
Margaret Fenton, Vice Pres.  
\_\_\_\_\_  
title

Auto-Owners Insurance Company

Amanda Lamp  
\_\_\_\_\_  
Amanda Lamp  
Witness

Teresa E. Gibson  
\_\_\_\_\_  
Teresa E. Gibson  
Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD143003

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp

Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 16th day of December, 2015



William F. Woodbury, Senior Vice President, Secretary and General Counsel



Bond Number BD143003

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 16TH day of DECEMBER, 2015, before me personally appeared Teresa E. Gibson, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature in cursive script that reads "Amanda Lamp".

Amanda Lamp

Notary Public in the State of Michigan  
County of Eaton

**AMANDA LAMP**  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Jan. 1, 2020

EQUIP. #	KEY WORD	DESCRIPTION	V.I.N OR SERIAL	PURCHASE DATE
502	MOWER	JOHN DEERE 652R QUIK TRAK (RIDE STANDARD) MODEL YR: 2013	1TC652RKADT010308	09/18/14
514	MOWER	DIXIE CHOPPER CLASSIC 2760 - 27hp kaw 60"	12CT2760KWGTP0195	04/23/12
515	MOWER	DIXIE CHOPPER	8088937	
520	MOWER	DIXIE CHOPPER	6065720	07/11/06
521	MOWER	DIXIE CHOPPER	1096631	
525	MOWER	SKAG WALK BEHIND w/BAGGER ATTCHMT 36" BELT DRIVE KAW 481, SW	P9700390	09/26/12
528	MOWER	DIXIE CHOPPER	DCQLT2700-60D-SN-6066610	04/27/10
546	MOWER	DIXIE CHOPPER	5055826	
577	MOWER	EXMARK 60" LP	313649361D	7/11/2013
578	MOWER	DIXIE CHOPPER	DCQX2303-50 SN 8078694	08/16/07
579	MOWER	HUSTLER 104" 35HP	13062119	07/11/13
580	MOWER	DIXIE CHOPPER/GENERAC 27HP	11CL2760GNGWW0073	07/14/11
581	MOWER	RIGHT STANDARD MOWER Intensity 36" KAW FS600 Electric	serial #70801 model# WSTN36F	12/11/13
582	MOWER	HONDA WALK BEHIND/PUSH MOWER HRS216K4SDA	MZBZ-643027	12/12/12
584	MOWER	52" EXMARK LAZER Z 52" PROPANE	314600886	05/27/14
587	MOWER	60" EXMARK S SERIES PROPANE KOL EFI 60"	314616393	05/27/14
588	MOWER	60" EXMARK LAZER S SERIES PROPANE	314616390	07/11/14
589	MOWER	60" EXMARK LAZER S SERIES PROPANE	314616389	07/11/14
597	MOWER	KUNZ TOW BEHIND	1209311 ENGINE: 3920110411	12/08/09
606	MOWER	MOWER ATTACHEMENT FOR GRADALL	ATT3354MOWER	06/27/11
682	MOWER	GRAVELY REEL MOWER	er: 002007 / triplex 30" hydro: 00	02/18/13
683	MOWER	DIXIE CHOPPER w/LP TANK - 66"	12XC3066GNPWW0009	01/01/12
685	MOWER	TORO 22" FWD SMART STOW MOWER	1404105838019	12/15/14

EQUIP. #	KEY WORD	DESCRIPTION	SERIAL #	PURCHASE DATE
415	BLOWER	STIHL BR-430 BACKPACK BLOWER	289695393	5/2/2013
468	BLOWER	PB770T ECHO 64CC TUBE TH BP	P03012045822	04/11/12
488	BLOWER	PB770T ECHO 64CC TUBE TH BP	P03012046588	04/11/12
504	BLOWER	ECHO 620 BACKPACK BLOWER	P03812003433	11/9/2009
558	BLOWER	ECHO PB620ST - 60CC TUBE TH BP BLOW	P03812023679	03/09/12
559	BLOWER	ECHO PB620ST - 60CC TUBE TH BP BLOW	P03812023726	03/09/12
13-B02	BLOWER	STIHL BR-600 BACKPACK BLOWER	295339947	10/8/2013
13-B03	BLOWER	STIHL BR-600 BACKPACK BLOWER	295339953	10/8/2013
13-B04	BLOWER	STIHL BR-600 BACKPACK BLOWER	295339954	10/8/2013
13-B08	BLOWER	STIHL BR-600 BACKPACK BLOWER	295211870	9/4/2013
13-B09	BLOWER	STIHL BR-600 BACKPACK BLOWER	295303300	9/4/2013
13-B11	BLOWER	STIHL BR-600 BACKPACK BLOWER	296922922	10/16/2013
13-B14	BLOWER	STIHL BR-600 BACKPACK BLOWER	296922928	10/16/2013
13-B15	BLOWER	STIHL BR-600 BACKPACK BLOWER	296922927	10/16/2013
13-B16	BLOWER	STIHL BR-600 BACKPACK BLOWER	296922926	10/16/2013
13-B18	BLOWER	ECHO PB770T 64CC TUBE TH BP BLOWER	P03012059393	4/24/2013
14-B19	BLOWER	STIHL BR-600 BACKPACK BLOWER	298662104	8/7/2014
14-B20	BLOWER	STIHL BR-600 BACKPACK BLOWER	298662107	8/7/2014
14-B21	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	296848739	9/4/2014
14-B23	BLOWER	STIHL BG86 HAND HELD BLOWER	299413193	11/14/2014
14-B24	BLOWER	STIHL BG86 HAND HELD BLOWER	500368939	11/14/2014
14-B27	BLOWER	STIHL BG86 HAND HELD BLOWER	501458636	4/20/2015
15-B24	BLOWER	ECHO PB770T 64CC TUBE TH BP BLOWER	P03012072645	
15-B26	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354900	4/20/2015
15-B27	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354823	5/5/2015
15-B28	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354898	5/22/2015
15-B29	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354894	6/19/2015
15-B30	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354891	8/28/2015
15-B31	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	501354897	8/28/2015
15-B32	BLOWER	STIHL BR-600 BACKPACK BLOWER	503893892	9/10/2015
15-B33	BLOWER	STIHL BR-600 BACKPACK BLOWER	503893896	9/10/2015
15-B34	BLOWER	STIHL BR-600 BACKPACK BLOWER	504883784	10/26/2015
15-B35	BLOWER	STIHL BR-600 BACKPACK BLOWER	504883803	10/26/2015
15-B36	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172306	10/27/2015
15-B37	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172302	10/27/2015
15-B38	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172308	10/27/2015
15-B39	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172081	10/27/2015
15-B40	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172314	11/16/2015
15-B41	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172310	11/16/2015
15-B42	BLOWER	STIHL BR-600 MAGNUM BACKPACK BLOWER	505172304	12/8/2015
436	EDGER	ECHO BRD-280 28.1cc BED REDEFINER	S70812017622	06/19/13
13-E01	EDGER	STIHL FC 90 STICK EDGER	295136885	6/28/2013
13-E02	EDGER	STIHL FC 90 STICK EDGER	295136883	6/28/2013
13-E04	EDGER	STIHL FC 90 STICK EDGER	295904450	8/15/2013
13-E05	EDGER	STIHL FC 90 STICK EDGER	295904433	8/15/2013
13-E06	EDGER	STIHL FC 90 STICK EDGER	295015728	10/8/2013
13-E11	EDGER	STIHL FC 90 STICK EDGER	295904700	10/16/2013
13-E13	EDGER	STIHL FC 90 STICK EDGER	295904690	10/16/2013
15-E19	EDGER	STIHL FC 90 STICK EDGER	503531224	10/26/2015
15-E20	EDGER	STIHL FC 90 STICK EDGER	503530457	10/26/2015
15-E21	EDGER	STIHL FC 90 STICK EDGER	504221372	10/27/2015
15-E22	EDGER	STIHL FC 90 STICK EDGER	504221375	10/27/2015
15-E23	EDGER	STIHL FC 90 STICK EDGER	504221382	10/27/2015
15-E24	EDGER	STIHL FC 90 STICK EDGER	504221392	10/27/2015
395	TRIMMER	STIHL HL-100	287062140	08/16/11
396	TRIMMER	STIHL HL-100	287062143	08/16/11
472	TRIMMER	STIHL HS81T HEDGE CLIPPER	285562979	08/01/12
473	TRIMMER	STIHL HS81T HEDGE CLIPPER	291427313	08/01/12
493	TRIMMER	ECHO SRM280 HEDGE CLIPPER	S74012006854	6/15/2011
561	TRIMMER	STIHL HS-81T FIXED HEAD HEDGER		8/8/2012

562	TRIMMER	STIHL HS-81T FIXED HEAD HEDGER	290930806	8/8/2012
567	TRIMMER	ECHO SHC 266 25.4cc 51in SHAFT POLE TRIMMER	T44012003554	10/2/2012
13-T01	TRIMMER	ECHO HC165 24" HEDGE CLIPPER	S76612015886	8/13/2013
13-T02	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	295550077	9/4/2013
13-T03	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	295550083	9/4/2013
14-T04	TRIMMER	STIHL HS86 40 HEDGE TRIMMER	500675497	11/13/2014
14-T05	TRIMMER	STIHL HL LOOK LONG ADJ HEDGE TRIMMER	299339723	11/13/2014
15-T07	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	501056394	4/9/2015
15-T08	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	502685159	4/9/2015
15-T09	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	503557429	6/25/2015
15-T10	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	503557347	7/15/2015
15-T11	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	504349619	10/26/2015
15-T12	TRIMMER	STIHL HL-100K EXT. HT FIXED HEAD HEDGER	504349607	10/26/2015
13-W05	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	291399429	8/12/2013
13-W06	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	291399435	8/12/2013
13-W07	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	295455314	8/20/2013
13-W08	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	295731022	8/20/2013
13-W12	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	296380904	10/8/2013
13-W14	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	296380910	10/8/2013
13-W15	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	296380913	10/8/2013
13-W21	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	296380905	10/16/2013
14-W24	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	299596278	6/24/2014
14-W25	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	299596287	6/24/2014
15-W26	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	500336191	5/5/2015
15-W28	WEEDEATER	STIHL FS-240R 4MIX WEEDEATER	177856877	8/13/2015
15-W29	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	500335385	10/26/2015
15-W30	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504066531	10/26/2015
15-W31	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504066524	10/26/2015
15-W32	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504066535	10/26/2015
15-W33	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504066539	10/26/2015
15-W34	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504066514	10/26/2015
15-W35	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	5040665142	10/26/2015
15-W36	WEEDEATER	STIHL FS-90R 4 MIX WEEDEATER	504055362	11/16/2015



3291 S. E. Lionel Terrace, Stuart, Florida 34997

## CHEMICAL / HERBICIDE / PESTICIDE LIST

- Chipco TopChoice
- Pre-M
- RonStar
- Round-up
- Senecor
- Fertilizers as specified in bid documents

MARTIN COUNTY ORIGINAL  
BUSINESS TAX RECEIPT  
Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

Account 1999-267-0053 Cert  
Phone (772)083-2648 Sic No 561730  
Location 3315 SE LIONEL TERR STU

Prev Yr	\$ .00	Lic Fee	\$26.25
	\$ .00	Penalty	\$ .00
	\$ .00	Coll-Fee	\$ .00
	\$ .00	Transfer	\$ .00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession  
or occupation of LAWN MAINTENANCE  
at location listed for the period beginning on the  
17 Day of SEPTEMBER  
AND ENDING SEPTEMBER 30 2016

TAYLOR, TIM  
SUNSHINE LAND DESIGN INC  
3291 SE LIONEL TERRACE  
STUART, FL 34997

11 2014 90755.0004 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 SEPT. 30th, 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 BUSINESS TAX RECEIPT  
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

MARTIN COUNTY ORIGINAL  
BUSINESS TAX RECEIPT  
Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

Account 1989-520-0017 Cert SPO0816  
Phone (772)283-2648 Sic No 238990  
Location 3315 SE LIONEL TERR STU

Prev Yr	\$ .00	Lic Fee	\$26.25
	\$ .00	Penalty	\$ .00
	\$ .00	Coll-Fee	\$ .00
	\$ .00	Transfer	\$ .00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession  
or occupation of IRRIGATION SPRINKLER  
at location listed for the period beginning on the  
17 Day of SEPTEMBER  
AND ENDING SEPTEMBER 30 2016

TAYLOR, TIMOTHY R.  
SUNSHINE LAND DESIGN INC.  
3291 SE LIONEL TERRACE  
STUART, FL 34997

11 2014 90755.0001 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 SEPT. 30th, 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 BUSINESS TAX RECEIPT  
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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SUNSHINE LAND DESIGN, INC.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**3291 SE LIONEL TERRACE**

**6** City, state, and ZIP code  
**STUART, FL 34997**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

**Social security number**

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**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

**Employer identification number**

5	9	-	2	7	1	2	8	9	2
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 7/20/15

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. 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, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Florida Department of Agriculture and Consumer Services**

**Division of Marketing and Development  
Mayo Building M-38  
Tallahassee, Florida 32308**

**69595**

**Business Mailing Address:**

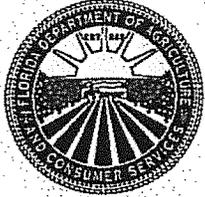
SUNSHINE LAND DESIGN, INC.  
DBA:  
3291 SE LIONEL TER  
STUART, FL 34997-8858

**Location Address:**

825 SE COVERD  
STUART, FL 34997-7437

Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.

Cut Here



**POST LICENSE  
CONSPICUOUSLY**

**State of Florida  
Department of Agriculture and Consumer Services**

**Division of Marketing and Development/Bureau of Agricultural Dealer's Licenses**  
850-617-7150  
Tallahassee, Florida

**Issue Date:** 01/15/2015

**Fee Amt Paid:** \$400

**FEIN:** 59-2712892

**Effective Date:** 02/04/2015

**License as Dealer in Agriculture Products  
GOOD FOR ONE LOCATION**

This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

**Commodity Code:** 1

**Bonding Company:** WESTFIELD INSURANCE COMPANY

**Bond Amount:** \$60,000 Bond effective from 02/03/2015 through 02/03/2016

**Field Representatives:** BRADFORD ROBSON

**License #** 69595 -  
SUNSHINE LAND DESIGN, INC.  
DBA:  
825 SE COVERD  
STUART, FL 34997-7437

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida Statutes. This license is for a one year period.



## Martin County Building Department

900 SE Ruhnke Street

Stuart, FL 34994

(772) 288-5482

Fax (772) 419-6935

TAYLOR, TIMOTHY R  
SUNSHINE LAND DESIGN INC  
3291 SE LIONEL TERRACE  
STUART, FL. 34997

### NOTICE TO ALL CONTRACTORS

PLEASE BE ADVISED THAT MARTIN COUNTY, FLORIDA SECTION 43.42 REQUIRES COMPLIANCE WITH THE FOLLOWING EXERPT FROM THE GENERAL ORDINANCES OF THE MARTIN COUNTY CODE:

#### PROHIBITED ACTIVITIES:

43.42 R Advertising contracting work in any advertisement to the public in a newspaper or telephone directory without including in the advertisement the number of the contractor license issued to the person or business being advertised.

43.42 S Operating any commercial vehicle in the course of conducting the practice of contracting that fails to display the contractor license number of the contractor.

If you have any questions relating to the information in this letter , please contact the Martin County Contractor's Licensing Division of the Martin County Building Department.



**MARTIN COUNTY, FLORIDA**  
**Contractor's Licensing**  
**Certificate of Competency**

**IRRIGATION SPRINKLERS - MC**

License #: MCIS00816 Expires: 09/30/2017

TAYLOR, TIMOTHY R  
SUNSHINE LAND DESIGN INC  
3291 SE LIONEL TERRACE  
STUART, FL 34997



3291 S. E. Lionel Terrace, Stuart, Florida 34997

## TAB 7 – Prohibition Non-Collusion / Conflict of Interest Disclosure Statements

**Sunshine Land Design, Inc.** certifies that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

**Sunshine Land Design, Inc.** has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

**Sunshine Land Design, Inc.** has no employment or other contractual relationship with any City of Stuart employee, elected official or appointed official.

**Sunshine Land Design, Inc.** has no officer, director, partner or proprietor that is a City of Stuart purchasing agent, other employee, elected official or appointed official.

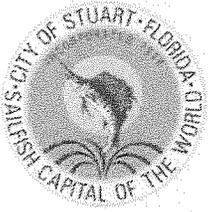
No City of Stuart employee, elected official or appointed official has a material or ownership interest in **Sunshine Land Design, Inc.**



3291 S. E. Lionel Terrace, Stuart, Florida 34997

TAB 8 – Addenda

Please see attached Addendum #1, including acknowledgement.



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: December 10, 2015  
To: Prospective Proposers  
Subj: **Addendum #1 to RFP# 2016-159, Landscape Maintenance Service**

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## ADDENDUM #1

The purpose of this addendum is to provide clarification to vendor questions as follows:

### A. Responses and Clarification to Vendor Questions

1. **Question:** Item 3.2, B Weed Control, states that we are NOT to use chemical weed control and must weed by hand. Please provide clarification.  
**Answer:** Delete Item 3.2B in its entirety.
2. **Question:** Item 3.6, A 1. & 2 states that we are allowed to chemically treat weeds. Please clarify the allowed usage of herbicide treatment for weeds in beds?  
**Answer:** Individual weeds or groups of weeds larger than 2 inches in height or diameter ARE NOT IN CONTROL and the Contractor will be expected to remove these immediately.
3. **Question:** Could you please send parameters of jobsites listed below?  
**Answer:** The landscaping services requested behind the Public Safety Building and at the Water Treatment Plant are in secured areas. Please see attached pictures and map. Additional jobsite information is as follows:
  - a) **Water Plant:** Inside/outside perimeter fenced area at Palm Beach Rd./10<sup>th</sup> Street and along service road at 910 10<sup>th</sup> Street.
  - b) **Amerigo Ave. ROW:** Both retention ponds at end of Weir Street, including paver bricks to Riverside drive, and round-about.
  - c) **Frazier Creek Swale:** Both sides of swale going north, behind Post Office then west to Kindred Street (Frazier Creek Swale from Florida Street)
  - d) **Colorado Ave. Median:** Both sides of ROW including medians. Colorado Ave. Median from US1 going north to Railroad Tracks
  - e) **Baker Road ROW:** From Green River Pkwy. to Savannah Rd, 15' ROW on south side and 40' ROW on north side.
  - f) **Roosevelt Bridge (7) Retention Ponds:** See attached map.

**All other terms and conditions of this RFP remain unchanged.**

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on December 16, 2015**. Failure to comply will result in disqualification of your proposal submitted.



Lenora Darden, CPPB  
Procurement Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP# 2016-159: Landscape Maintenance Service

  
Signature  
Firm

12-16-15  
Date

mfenton@sunshinelanddesign.com  
Email Address



3291 S. E. Lionel Terrace, Stuart, Florida 34997

January 5, 2016

City of Stuart  
Procurement Division  
121 SW Flagler Avenue  
Stuart, FL 34994

Delivery Via: Email [LDarden@ci.stuart.fl.us](mailto:LDarden@ci.stuart.fl.us)

Ref: Landscape Maintenance Services, RFP#2016-159

Dear Lenora,

To follow up our interview last week, we have made the mathematical corrections to our bid schedule. Please see attached.

Also at this time, we would like to clarify and answer concerns posed during the interview:

- Credit Card: We are no longer accepting credit card payments due to high & fluctuating processing fees.
- N/A Responses on bid schedule: Group #8 and Group #18 do not have trees over 8' that require pruning.
- Group #25: At present we are not able to replace our current reel mower. However we do intend to have it serviced more frequently and operated more often. This shall produce cuts that follow the City's requirements.
- Discount: Sunshine Land Design, Inc. is willing to offer a 3% discount if all locations are awarded to our company.

We would like to thank the City of Stuart for this opportunity and look forward to another year of serving the City. Please feel free to contact our office with any questions and concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Fenton", is written over a light blue circular stamp.

Margaret Fenton  
Vice President

## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following prices to supply the City of Stuart with landscape maintenance services called for in this solicitation.

The City intends to contract for landscape maintenance and/or weed control on each of the above twenty seven sites. The City will consider all responsible and responsive proposals submitted even if those proposals exclude some of the areas where proposals were requested. Proposers may offer maintenance for any or all of these sites. The City reserves the right to award multiple contracts for these services if the City decides that it is in its own best interest. The City will be the sole judge of what is in its best interest.

<b>GROUP 1 - SAILFISH CIRCLE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1,386.00
2	Control Weeds	12	Monthly	\$ 124.53	\$ 1,494.36
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 254.00	\$ 3,048.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 55.00	\$ 660.00
5	Mulching	12	Monthly	\$ 113.75	\$ 1,365.00
6	Fertilizing	12	Monthly	\$ 29.14	\$ 349.68
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.33	\$ 303.96
<b>Group 1: Sailfish Circle (Items 1-7)</b>					<b>\$ 8,607.00</b>
<b>GROUP 2 - STUART FLAGLER AVENUE CENTER, PARK &amp; FEED STORE LANDSCAPING</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 630.00	\$ 7,560.00
2	Control Weeds	12	Monthly	\$ 225.00	\$ 2,700.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 308.00	\$ 3,696.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 168.00	\$ 2,016.00
5	Mulching	12	Monthly	\$ 222.00	\$ 2,664.00

6	Fertilizing	12	Monthly	\$ 88.00	\$ 1,056.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 22.50	\$ 270.00
<b>Group 2: Stuart Flagler Avenue Center, Park &amp; Feed Store (Items 1-7)</b>					<b>\$ 19,962.00</b>
<b>GROUP 3 – EVANS CRARY BRIDGE LANDSCAPING MEDIANS, ROW'S AND RETENTION PONDS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 130.00	\$ 1,560.00
2	Control Weeds	12	Monthly	\$ 100.00	\$ 1,200.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 145.00	\$ 1,740.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 135.00	\$ 1,620.00
5	Mulching	12	Monthly	\$ 110.00	\$ 1,320.00
6	Fertilizing	12	Monthly	\$ 17.00	\$ 204.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.50	\$ 150.00
<b>Group 3 Evans Crary Bridge Landscaping Medians, Row's &amp; Retention Ponds: (Items 1-7)</b>					<b>\$ 7,794.00</b>
<b>GROUP 4 – RIVERSIDE DRIVE MEDIAN LANDSCAPE (INCLUDING PELICAN, LARK, MANGO, MARTIN, RIVERSIDE &amp; MENNINGER PARK</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 670.00	\$ 8,040.00
2	Control Weeds	12	Monthly	\$ 265.00	\$ 3,180.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 595.00	\$ 7,140.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 600.00	\$ 7,200.00
5	Mulching	12	Monthly	\$ 550.00	\$ 6,600.00
6	Fertilizing	12	Monthly	\$ 60.00	\$ 720.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 24.00	\$ 288.00
<b>Group 4 Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside &amp; Menninger Park: (Items 1-7)</b>					<b>\$ 33,168.00</b>

**GROUP 5 – EAST 10<sup>TH</sup> STREET COMMUNITY CENTER LANDSCAPE**

<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1,386.00
2	Control Weeds	12	Monthly	\$ 86.03	\$ 1,032.36
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 143.67	\$ 1,724.04
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 32.50	\$ 390.00
5	Mulching	12	Monthly	\$ 45.50	\$ 546.00
6	Fertilizing	12	Monthly	\$ 17.24	\$ 206.88
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 19.00	\$ 228.00
<b>Group 5- East 10<sup>th</sup> Street Community Center Landscape: (Items 1-7)</b>					<b>\$ 5,513.28</b>

**GROUP 6 – SEVEN RETENTION PONDS ON BOTH SIDES OF THE ROOSEVELT BRIDGE**

<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 950.00	\$ 11400.00
2	Control Weeds	12	Monthly	\$ 550.00	\$ 6600.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 375.00	\$ 4500.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 700.00	\$ 8400.00
5	Mulching	12	Monthly	\$ 155.00	\$ 1860.00
6	Fertilizing	12	Monthly	\$ 235.00	\$ 2820.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 50.00	\$ 600.00
<b>Group 6- (7) Retention Ponds On Both Sides of Roosevelt Bridge: (Items 1-7)</b>					<b>\$ 36180.00</b>

Retention Area 1. On west side of Highway US 1 just south of Wright Blvd. NW Fork Rd.  
 Retention Area 2. On north side of the St. Lucie River just under the new Roosevelt Bridge, west of State Road 707. Gravel retention area at Palm Street.  
 Retention Area 3. On north side of the St. Lucie River just north of the old Roosevelt Bridge between the Florida East Coast Railroad tracks and State Road 707. From old Roosevelt Bridge to Palm St.  
 Retention Area 4. On south side of the St. Lucie River, under the new Roosevelt Bridge and south of the old Roosevelt Bridge between State Road 707 and the Florida East Coast Railroad tracks.  
 Retention Area 5. On south side of the St. Lucie River, east of the new Roosevelt Bridge & west of State Road 707.  
 Retention Area 6. On south side of the St. Lucie River, west of the new Roosevelt Bridge and east of Atlanta Avenue/Anchorage Way.  
 Retention Area 7. On north side of the Roosevelt Bridge, just south of Wright Blvd on Dixie Hwy, on east side of the bridge.

**GROUP 7 – US #1 FROM INDIAN ST. TO WRIGHT BLVD. INCLUDING MEDIAN AT SR 5A CUTOFF ROAD, MEDIAN AT PALM CITY RD. AND ROOSEVELT BRIDGE CONCRETE MEDIANS (NORTH AND SOUTH SIDE)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300.00	\$ 3,600.00
2	Control Weeds	12	Monthly	\$ 500.00	\$ 6,000.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 425.00	\$ 5,100.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 375.00	\$ 4,500.00
5	Mulching	12	Monthly	\$ 400.00	\$ 4,800.00
6	Fertilizing	12	Monthly	\$ 400.00	\$ 4,800.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 400.00	\$ 4,800.00

**Group 7-US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, & Roosevelt Bridge Concrete Medians: (Items 1-7)**      \$ 33,600.00

**GROUP 8 – PALM BEACH ROAD MEDIANS AND SWALES LANDSCAPE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 600.00	\$ 7,200.00
2	Control Weeds	12	Monthly	\$ 315.00	\$ 3,780.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 400.00	\$ 4,800.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ N/A	\$ N/A*
5	Mulching	12	Monthly	\$ 195.00	\$ 2,340.00
6	Fertilizing	12	Monthly	\$ 40.00	\$ 480.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00

**Group 8-Palm Beach Road Medians And Swales Landscape: (Items 1-7)**      \$ 18,744.00

**GROUP 9 – WATER PLANT**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 308.00	\$ 3,696.00

2	Control Weeds	12	Monthly	\$ 109.00	\$ 1,308.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 260.00	\$ 3,120.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 180.00	\$ 2,160.00
5	Mulching	12	Monthly	\$ 60.00	\$ 720.00
6	Fertilizing	12	Monthly	\$ 70.00	\$ 840.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 20.00	\$ 240.00
<b>Group 9- Water Plant: (Items 1-7)</b>					<b>\$ <u>12,084.00</u></b>

**GROUP 10 – COLORADO MINI-PARK & KIWANIS PARK AND RIDE (LOCATED AT COLORADO AVENUE AND OLD DIXIE HIGHWAY)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 115.50	\$ 1386.00
2	Control Weeds	12	Monthly	\$ 86.00	\$ 1032.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 141.00	\$ 1692.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 25.00	\$ 300.00
5	Mulching	12	Monthly	\$ 75.00	\$ 900.00
6	Fertilizing	12	Monthly	\$ 29.00	\$ 348.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00
<b>Group 10— Colorado Mini-Park &amp; Kiwanis Park &amp; Ride (Located at Colorado Avenue &amp; Old Dixie Highway: (Items 1-7)</b>					<b>\$ <u>5802.00</u></b>

**GROUP 11 – KANNER HIGHWAY FROM US-1 TO MONTEREY ROAD**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 10.00	\$ 120.00
2	Control Weeds	12	Monthly	\$ 230.00	\$ 2760.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 295.00	\$ 3540.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 67.00	\$ 804.00

5	Mulching	12	Monthly	\$ 115.00	\$ 1380.00
6	Fertilizing	12	Monthly	\$ 22.00	\$ 264.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 30.00	\$ 360.00
<b>Group 11– Kanner Highway From US-1 to Monterey Road: (Items 1-7)</b>					<b>\$ <u>9228.00</u></b>
<b>GROUP 12 – PUBLIC SAFETY COMPLEX</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 308.00	\$ 3696.00
2	Control Weeds	12	Monthly	\$ 86.00	\$ 1032.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 217.00	\$ 2604.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 152.00	\$ 1824.00
5	Mulching	12	Monthly	\$ 342.00	\$ 4104.00
6	Fertilizing	12	Monthly	\$ 39.00	\$ 468.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13.00	\$ 156.00
<b>Group 12- Public Safety Complex: (Items 1-7)</b>					<b>\$ <u>13884.00</u></b>
<b>GROUP 13 – MARTIN LUTHER KING JR./OLD DIXIE HIGHWAY INTERSECTION LANDSCAPING AND LOT ON SOUTHWEST CORNER</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 135.00	\$ 1620.00
2	Control Weeds	12	Monthly	\$ 67.00	\$ 804.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 85.00	\$ 1020.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60.00	\$ 720.00
5	Mulching	12	Monthly	\$ 76.00	\$ 912.00
6	Fertilizing	12	Monthly	\$ 40.00	\$ 480.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13.00	\$ 156.00
<b>Group 13– Martin Luther King Jr./Old Dixie Highway Intersection Landscaping &amp; Lot On SW Corner: (Items 1-7)</b>					<b>\$ <u>5712.00</u></b>

**GROUP 14 – POPPLETON CREEK PARK & DOG PARK (ON CENTRAL PARKWAY)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 100.00	\$ 1200.00
2	Control Weeds	12	Monthly	\$ 30.00	\$ 360.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 3.00	\$ 36.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 14.00	\$ 168.00
5	Mulching	12	Monthly	\$ 4.00	\$ 48.00
6	Fertilizing	12	Monthly	\$ 13.00	\$ 156.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 6.50	\$ 78.00

**Group 14-Poppleton Creek Park & Dog Park: (Items 1-7) \$ 2046.00**

**GROUP 15 – DIXIE HIGHWAY LANDSCAPING PHASE I & II  
FROM MONTEREY ROAD TO LINCOLN AVE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 539.00	\$ 6468.00
2	Control Weeds	12	Monthly	\$ 246.68	\$ 2960.16
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 594.00	\$ 7128.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 884.00	\$ 10608.00
5	Mulching	12	Monthly	\$ 151.66	\$ 1819.92
6	Fertilizing	12	Monthly	\$ 85.34	\$ 1024.08
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.34	\$ 304.08

**Group 15-Dixie Highway: (Items 1-7) \$ 30,312.24**

**GROUP 16 – AMERIGO AVENUE RETENTION PONDS & MEDIAN FROM WEIR STREET  
TO RIVERSIDE DRIVE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 672.00	\$ 8064.00
2	Control Weeds	12	Monthly	\$ 84.00	\$ 1008.00

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 432.00	\$ 5184.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 80.00	\$ 960.00
5	Mulching	12	Monthly	\$ 214.58	\$ 2574.96
6	Fertilizing	12	Monthly	\$ 60.50	\$ 726.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 120.12	\$ 1441.44
<b>Group 16- Amerigo Ave Retention Ponds &amp; Median: (Items 1-7)</b>					<b>\$ 19958.42</b>
<b>GROUP 17 – FRAIZER CREEK DITCH</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 395.00	\$ 4740.00
<b>Group 17-Fraizer Creek Ditch</b>					<b>\$ 4740.00</b>
<b>GROUP 18 – EAST OCEAN MEDIAN &amp; ROW FROM GEORGIA AVE TO COLORADO AVENUE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 155.00	\$ 1860.00
2	Control Weeds	12	Monthly	\$ 160.00	\$ 1920.00
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 115.00	\$ 1380.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ N/A	\$ N/A
5	Mulching	12	Monthly	\$ 85.00	\$ 1020.00
6	Fertilizing	12	Monthly	\$ 55.00	\$ 660.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 25.00	\$ 300.00
<b>Group 18-East Ocean Median &amp; Row from Georgia Ave to Colorado Avenue: (Items 1-7)</b>					<b>\$ 7140.00</b>
<b>GROUP 19 – COLORADO MEDIAN &amp; ROW FROM US1 TO DIXIE HWY</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 225.00	\$ 2700.00
2	Control Weeds	12	Monthly	\$ 100.00	\$ 1200.00

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 260.00	\$ 3120.00
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60.00	\$ 720.00
5	Mulching	12	Monthly	\$ 200.00	\$ 2400.00
6	Fertilizing	12	Monthly	\$ 135.00	\$ 1620.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12.00	\$ 144.00
<b>Group 19-Colorado Median &amp; Row From Us1 To Dixie Hwy: (Items 1-7)</b>					<b>\$ <u>11904.00</u></b>
<b>GROUPS 20 - 24– TURF GRASS AND MANAGEMENT OF VEGETATION one cut per month</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	\$ 108.00	\$ 1296.00
21	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	\$ 50.00	\$ 600.00
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	\$ 105.00	\$ 1260.00
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	\$ 135.00	\$ 1620.00
24	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	\$ 90.00	\$ 1080.00
<b>Group 20 - 24</b>					<b>\$ <u>5,856.00</u></b>
<b>NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.</b>					
<b>OVERALL ANNUAL TOTAL (Groups 1-24)</b>					<b>\$ <u>292,234.94</u></b>

<b>GROUP 25– OPTION – SAILFISH BALL PARKS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Mowing Bermuda Turf	12	Monthly	\$ 1700.00	\$ 20,400.00
2	Spraying	12	Monthly	\$ 70.00	\$ 840.00
3	Fertilizing	12	Monthly	\$ 1000.00	\$ 12,000.00
4	Pre-Emergent Weed Applications	12	Monthly	\$ 50.00	\$ 600.00
5	Top Choice Insecticide Application Broadcast or Disc	12	Monthly	\$ 50.00	\$ 600.00

	Injection				
6	Field Edging	12	Monthly	\$ 40.00	\$ 480.00
7	Mole Cricket & Fire Ant Control	12	Monthly	\$ 35.00	\$ 420.00
<b>Group 25- Sailfish Ball Parks: (Items 1-7)</b>					<b>\$ <u>35,340.00</u></b>

<b>OVERALL ANNUAL TOTAL INCLUDING OPTION: Groups 1- 25</b>	<b>\$ <u>327,574.94</u></b>
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<p>If you are not the successful awardee as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your submittal Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # 01 through # 01 Respondent's Initials MF

  
 \_\_\_\_\_  
 (Signature)

MARGARET FENTON  
 \_\_\_\_\_  
 (Printed Name)

SUNSHINE LAND DESIGN, INC.  
 \_\_\_\_\_  
 Name of Company, Firm

VICE PRESIDENT  
 \_\_\_\_\_  
 (Printed Title)

772 283 2648  
 \_\_\_\_\_  
 Telephone Number

772 283 8944  
 \_\_\_\_\_  
 Facsimile Number

mfenton@sunshinelanddesign.com  
 \_\_\_\_\_  
 Email Address

**EXHIBIT B**

**"ORIGINAL RFP AS ISSUED BY CITY, INCLUDING ALL ADDENDA"**



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## **LEGAL NOTICE FOR RFP #2016-159**

### **LANDSCAPE MAINTENANCE SERVICE**

The Stuart City Commission, Stuart, Florida invites proposals from qualified firms to provide Landscape Maintenance Services of trees, shrubs, ground covers and turf in the public areas throughout the City of Stuart.

**Description:** The project consists of work to include all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance services in accordance with the RFP.

A complete RFP package can be obtained from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any RFP package received through any 3<sup>rd</sup> party service or any source other than DemandStar by Onvia or the City of Stuart Procurement Division.

**A Bond Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with their submittal.** The Bond Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies of their proposals, containing all of the required information **no later than 2:30 pm, December 16, 2015**. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals must be sent to:

**Mark outside of envelope: RFP #2016-159 "Landscape Maintenance Services"**

**Mail/Overnight/Hand Deliver Submittal Responses to:**  
Stuart City Hall  
Procurement & Contracting Services Office  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

**Publish Date: November 25, 2015**

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## **PART I GENERAL INFORMATION**

### **1.1 OVERVIEW**

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms to provide all labor, equipment, and materials necessary to accomplish the work, as described herein.

### **1.2 DEFINITIONS**

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"City Project Manager or designee" "Representative or Delegate of the City" shall mean the person responsible for project management or City contact.

### **1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

Procurement and Contracting Services Office  
City of Stuart  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

### **1.4 CONTRACT AWARD**

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

### **1.5 DEVELOPMENT COSTS**

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## 1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or facsimile: (772) 600-0134 regarding questions about the proposal. The Procurement and Contracting Services Division will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Division.

## 1.7 TIMETABLES

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On November 25, 2015 the City issues the RFP.
- B. From November 25, 2015 to December 9, 2015, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on December 16, 2015.
- D. The City will review and evaluate the proposals in a timely manner.
- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 5.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals.
- G. Anticipate effective date of the Contract for these services is intended on or about January 1, 2016.

## 1.8 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

## 1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

**Stuart City Hall  
Procurement & Contracting Services Division  
121 S.W. Flagler Avenue  
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2016-159 “Landscape Maintenance Services”**. The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY  
2:30 P.M. ON DECEMBER 16, 2015.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement and Contracting Services Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308, before proposal closing time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**1.10 ADDENDA**

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

**1.11 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

**1.12 INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage (Item 6.2) reflecting the minimum amounts and coverages as required by the City.

**1.13 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

#### **1.14 SUSPENDED VENDOR**

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information)

#### **1.15 ASSIGNMENT & SUBCONTRACTING**

The successful proposer will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason or leases personnel (crew type laborers), he must include, in writing the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. **This information is to be submitted** with RFP response (Item 6.5). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City of Stuart reserves the right to reject a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

#### **1.16 PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted"**.

#### **1.17 PUBLIC RECORDS:** In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

**1.18 TAXES & LICENSES:** Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

- A. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.
- B. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt, if applicable. The proposal of any Proposer that is not fully licensed and certified may be rejected.

**1.19 CONTRACT TERM**

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties, not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.20 CONTRACT AMENDMENT**

The City may require additional services not specifically identified in the contract, for example, materials/plant replacement. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this solicitation at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

## **1.21 STANDARDS/REGULATIONS**

The City reserves the right to request documentation of Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs. Contractor services shall also comply with all applicable federal, state and local requirements, including but not be limited to, Florida Department of Environmental Protection (FDEP).

## **1.22 BACKGROUND INFORMATION**

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

## **1.23 REFERENCES/RECORD CHECK**

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

## **1.24 COMPETENCY OF RESPONDENTS**

Pre-award inspection of the proposer's facility may be made prior to award of Contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

## **1.25. PERFORMANCE PROBATION & SUSPENSION**

- A. The first ninety (90) days of this contract are to be considered a "probationary" period. At the City's election, this contract may be terminated without recourse and a new award may be granted. The successful proposer's performance will be closely scrutinized by City staff. If the performance fails to meet the standards specified in this RFP, the contract may be subject to cancellation. The work will be conducted under the general direction of the project manager or designee, and is subject to inspection to insure compliance with the terms of the Contract. All work will be monitored during probationary period. Unsatisfactory service will be identified, explained, and documented. Unsatisfactory service must be corrected by the contractor within 2-working days. A failure in the contractor's responsibility will result in a payment withholding. The City will make final inspection of the work covered by this contract when it is completed and finished in all respects and must be approved before payment is made.
- B. After probationary period and throughout the contract period the vendor(s) performance will continue to be monitored by City staff. If vendor performance fails to meet the standards specified with the proposal and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified. Contract termination shall be served by written notice by the Procurement Division.

- C. The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds 14 calendar days, the CONTRACTOR shall have the right to terminate this Agreement with respect to that portion of the Services which is subject to the ordered suspension.

#### **1.26 TERMINATION FOR CONVENIENCE**

The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

#### **1.27 WARRANTY/GUARANTEE**

All items furnished in accordance with these specifications shall be covered by the manufacturers and/or supplier's standard warranty or guarantee and as identified in Item 6.3.

### **PART II STATEMENT OF WORK**

#### **2.1 PURPOSE**

The City of Stuart, Florida is seeking a qualified, experienced contractor to provide landscaping maintenance services of trees, shrubs, ground covers and turf in the public areas maintained by the City of Stuart.

#### **2.2 SITE INSPECTIONS**

Proposers are advised to make a thorough inspection of the sites. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Proposers are advised to make a thorough inspection and to take note of any varying degrees of difficulty associated with the work site. Any requests for modifications may be presented in writing as possible addendums to the "Request for Proposal" in accordance with the General Terms and Conditions.

#### **2.3 MINIMUM QUALIFICATIONS AND EXPERIENCE**

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

- A. Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that proposer from further consideration in the competitive process.

- B. Contractor shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.
- C. Contractor shall insure that all work is performed by fully qualified, experienced personnel, directly employed by the Contractor.
- D. Contractor shall identify an irrigation specialist who will be responsible for identifying and making the necessary irrigation repairs.
- E. Contractor must possess and submit the following licenses and or certifications:
  - ✓ GI-BMP Certification (Green Industry BMPs educational program sponsored by UF-IFAS).
  - ✓ Pest Control Operator – Lawn and Ornamental Pest Control License (in Florida) with 3 years' experience.
  - ✓ Limited Commercial Fertilizer Applicator Certificate (Fertilizer Certification) (LCFAC) License
  - ✓ Arborist certification, certified by the National Arborist Association, minimum 3 years' experience
- F. The contractor must submit a minimum of three (3) references, within the last three (3) years for grinding, or processing, that are similar in nature of the specifications. Reference must include the business name, contact name, address, telephone number, of the company for whom this service was provided.

## 2.4 LOCATIONS LIST

The Contractor shall provide complete landscape maintenance of the following properties:

STREET NAME	IRRIG	MULCH	FROM	TO	INCLUDE
Sailfish Circle Medians	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Joan Jefferson	Dixie Hwy.	ROW
Flagler Avenue Cnt/Park	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Flagler Center	Pelican Restaurant	Landscape Maint.
Evans Crary Bridge ROW	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Median Rows	Retention Ponds	Landscape Maint.
Riverside Drive Medians	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Riverside Dr.	East Ocean Blvd.	Pelican, Lark Mango and Menninger Park
10th St. Community Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10th Street	10th street	Landscape Maint.
Roosevelt Bridge Retention Ponds	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	North Side	South Side	7 Retention Ponds
US1 Medians & ROW	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Indian Street & Roosevelt Bridge	Wright Blvd., incl Cutoff Rd., Palm City Rd. medians	Median Landscape, Concrete medians
Palm Beach Rd. ROW	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	A1A	East Ocean Blvd.	Medians, Swales
Water Plant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SE 10 <sup>th</sup> Street	Palm Beach Rd.	Landscape Maint.
Kiwanis Park & Ride	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Colorado Ave.	Old Dixie Hwy.	Colorado mini park
Kanner Hwy. Medians	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US1	Monterey Rd.	Landscape Maint.
Public Safety Comp.		<input checked="" type="checkbox"/>	MLK Blvd.		Landscape Maint.
MLK. Blvd ROW		<input checked="" type="checkbox"/>	MLK Blvd.	Old Dixie Hwy.	Intersection Maint.
Poppleton Dog Park		<input checked="" type="checkbox"/>	Central Parkway		Landscape Maint.
Dixie Hwy. Phase I/II		<input checked="" type="checkbox"/>	Monterey Rd.	Lincoln Ave.	Landscape Maint.
Amerigo Ave. ROW	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Weir St.	Riverside Dr.	Retention ponds/medians
Frazier Creek Swale			Johnson Ave	Kindred Street	Ditch Maint.
East Ocean Blvd.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Georgia Ave.	Colorado Ave.	Median and Row
Colorado Ave. Median	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US1	Dixie Hwy.	Median and Row
Sub Station Ditch			Dixie Hwy.	Cutoff Rd.	Ditch Maint.
Baker Rd. ROW			Green River Pkwy.	Savannah Rd.	Landscape Maint.
Dixie Hwy. (SR 707)			Green River Pkwy.	Cardinal Ave.	Landscape Maint.
Dixie Hwy. (SR 707)			Green River Pkwy.	Palm St.	Landscape Maint.
Kingswood Ter. ROW			Monterey Rd.	Dead End	Landscape Maint.
Sailfish Ball Park	<input checked="" type="checkbox"/>		Sailfish Ball Park		Landscape Maint.

## **2.5 WORK OBJECTIVE**

The Contractor shall provide at his own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance work, including but not limited to the following:

- Mowing, trimming, and edging;
- Shaping and training of trees;
- pruning tree and shrubbery;
- Shrubs and ground cover - Maintenance and Replacement of dead/dying plants;
- Removing and controlling weeds;
- Controlling plant diseases and pests; Pesticide application
- Irrigation materials;
- Maintaining and repairing irrigation systems/watering;
- Removing trash and debris from planter areas and parking lot;
- Placement and maintenance of Mulch and weed barrier;
- Fertilizing
- Other maintenance required to maintain the work sites in a safe, attractive and useable condition.

## **2.6 WORKMANSHIP**

- A. Contractor must maintain all plant material in good condition within accepted horticultural standards for growth, color, and appearance.
- B. No activity shall be carried out in a manner that will disrupt, inconvenience or endanger any member of the public, neither pedestrian nor vehicular.
- C. At the end of each maintenance day; all walks, drives, roads, and open space areas will be free of any loose materials, trash or debris.
- D. Contractor is responsible for all physical damage to the property, caused by his workmanship, including plants, turf, structures, fixtures, and irrigation components; and agrees to pay for repair or replacement of all damaged property immediately.

## **2.7 MATERIALS**

- A. The Contractor shall submit a list to the Project Manager or designee of all materials that the Contractor proposes to use in the execution of the Services including a Material Safety Data Sheet. The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. The Project Manager or designee before use of any product shall approve such list.
- B. The following shall apply to the material indicated:
  - 1. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
  - 2. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to the job site in the manufacture's original container.

3. Tree stakes, tree ties and guy wires shall be of materials matching those existing in the work site or as specified by the Project Manager or designee.
4. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the Project Manager or designee.
5. Prior to planting the Project Manager or designee shall review and approve replacement plant materials.

## **2.8 EQUIPMENT**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment. All equipment and maintenance required of the Contractor shall at all times meet all code requirements.

- A. The contractor shall be responsible for any and all damages resulting from the introduction of any materials into the contractor's equipment.
- B. The contractor shall provide equipment sufficient to process, sort, move, stockpile, load, and haul vegetative wood waste material.
- C. The contractor shall keep its equipment in proper repair, in order to maintain contract specifications.
- D. The contractor shall provide all support equipment including spare parts, tools, chains saws, etc., to ensure all material is processed to contract specifications.
- E. The contractor is required to keep equipment and supplies (including fuels, oils, and other liquids) from causing contamination to nearby storm water systems, by following best management practices for storage, maintenance, and disposal of such products. The contractor shall be solely responsible for remediation cost of any regulatory prohibited impacts to the storm water, or water sources, by any contamination, resulting from the contractors operation.
- F. No storage or provision for storage shall be made on-site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to and from the site in sealed or secured containers and vehicles as required, unless specifically allowed by written contract.
- G. All vehicles shall be maintained in good working order, painted, with no visible rust and shall be parked on pavement only. Contractor shall provide protection of paving from loading ramps. Tarps/plywood shall be used to protect pavement from oil/coolant spills.

## **2.9 STAFFING**

- A. Contractor and/or his designated supervisor will be on the premises at all times while the Contractor's work force and/or his equipment are on the premises.
- B. All employees of Contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers in the English language. The Contractor shall control and correct objectionable conduct, demeanor and appearance, of its employees as requested by the City.
- C. Contractor's employees shall not be considered employees of the City. Contractor understands that their employees shall be independent thereof and shall have no claim against the City as to

pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by City of Stuart.

- D. All personnel shall be required to wear proper safety attire, which, at a minimum, includes a standard shirt carrying company name and/or logo, fluorescent vest, and any personal protective equipment (PPE) that represents a good appearance to maintain a professional code of conduct.
- E. All subcontractors working for the Contractor, are the Contractor's responsibility, and must be approved by the City prior to work performance.

## **PART III LANDSCAPE MAINTENANCE**

### **3.1 TURFGRASS**

#### **A. Mowing:**

1. All turf grass areas shall be mowed no fewer than every 7 days when actively growing and approximately every other week when growing is reduced. The City of Stuart guarantees no maximum or minimum quantities of service calls. Schedule shall generally be as follows:

January	2 cuts minimum
February	2 cuts minimum
March	2 cuts minimum
April	4 cuts minimum
May	5 cuts minimum
June	5 cuts minimum
July	5 cuts minimum
August	5 cuts minimum
September	5 cuts minimum
October	3 cuts minimum
November	2 cuts minimum
December	<u>2 cuts minimum</u>
TOTAL	42 cuts minimum

2. Mowing time shall be between the hours of 7:00 a.m. - 5:00 p.m., Monday through Friday. No mowing shall occur on weekends or holidays. Times may be amended, dependent on specific job-site requirements and with the prior approval of the City's Project Manager.
3. If there is unseasonable weather, provisions for additional or fewer mowings may be made. Contract shall include prices for additional cuts and credits for reduced cuts.
4. Fuelling mowers, edgers, etc. shall be completed prior to unloading equipment. Re-fuelling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by contractor.
5. Grass clippings, from mowing St. Augustine turf areas, are to be collected on an as-needed basis and removed from the project area the same day as collected or composted and/or mulched by written permission from the City. Grass clippings from Bahia turf

areas may be scattered, through use of mulching mower provided any accumulation is not noticeable. Certain specific areas of Bahia turf may be allowed to mature in order to propagate the grass through seed drop, only through specific notification to contractor from the City.

6. All debris from mowing, trimming, and edging must be picked up and removed from the property by the Contractor and at the Contractor's expense immediately after mowing. Small loose debris is expected to be swept or blown off of walkways, driveways, road surface, etc. This small loose debris should not be discarded into any planters or mulched areas. Extreme care shall be exercised around private property adjacent to public landscape areas. **The practice of blowing cuttings, clippings or mowing debris into the streets or public areas is not permitted and will not be tolerated.**
  7. Mowing heights are to be maintained at 2 - 3 inches for both Bahia grass and St. Augustine grass. The City will retain the option to choose the mowing height. **The mower blades must be sharp at all times and cleaned after each cutting so as not to spread disease, pests, etc.** No more than 1/3 of grass height shall be cut at any one mowing.
  8. Each mowing must be completed in a timely and systematic fashion, to maintain the integrity and appearance of the landscape design. Alternate mowing pattern will be used to avoid mower wheel ruts. Contractor shall provide a mowing and trimming schedule to the City at least one month in advance of cutting, for the forthcoming month.
- B. **Edging:** Edge is to be defined as a sharp, distinct, visually discernible, vertical line of sod at all junctions of turf grass and any other material (concrete, asphalt, mulch). Concrete edging (curbs, sidewalks, etc.) shall be completed with every cut. Bed edging will be done with every other cut. Note: Plant beds include tree rings (18" from outside of trunk, minimum). A mechanical blade edger will be used for all bed edging. Edging with string-type trimmers is not acceptable. **No chemical edging will be allowed without written authorization from the City.**
- C. **Weed Control:** Control weeds in all lawn areas as necessary. Weed control shall be performed at the early signs of weed growth by manually removing when it is seen or through pre-emergent and post-emergent herbicides and shall be repeated as required. Use of pre-emergent shall be used only with the written approval of the City. "Round-Up" or other owner-approved spray may be used to control weeds in pavement areas including sidewalks, driveways, curbs, road surfaces and any cracks within.
- D. **Replacement:** The Contractor shall be responsible for the replacement of turf grass when necessary (Dead grass due to excessive watering, bugs, cutting too low and etc.). The City will have final decision as to when this will be necessary.
- E. **Pest Control:** Whenever insects are present the Contractor shall apply insecticide in accordance with these specifications. The City will have final decision as to when this will be necessary.

### 3.2 SHRUBS, GROUND COVERS, ANNUALS

- A. **Pruning:** (for all shrubbery/trees with clear-trunk under 10')
1. Plants shall be neatly trimmed: Plant Material "Specifics" or as deemed necessary and directed by the City, and in conjunction with the landscape design theme.

2. Diseased or deadwood, whenever visible, will be removed immediately.
3. Shrubs shall be maintained in a healthy, growing connect color condition in the shape and area specified or as specifically directed by the City of Stuart.
4. Contractor shall prune and trim all shrubs and hedges which include, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times. All hedges and shrubs should be maintained at a height not to exceed height designated by City of Stuart.
5. All pruning and trimming will be accomplished in accordance with standard practices including the use of sharp cutters and not hedge shears for pruning. Machetes shall not be permitted for any operation.
6. Shrubs will be maintained to: one foot over FPL boxes; level with telephone junction boxes; one foot over air conditioning units.
7. Shrubs will be maintained to: prevent exterior damage to any building; prevent growth against exterior surfaces; prevent growth into any ground-mounted equipment; allow air flow around and over air conditioning units.
8. Shrubs in buffer areas will be permitted to achieve maximum possible growth. Periodic “tipping” of plants may be allowed by written authorization by the City.

**NOTE: CHEMICAL TRIMMING OR PRUNING WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES!!!**

9. All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming, by the Contractor and at the Contractor's expense.

**B. Weed Control:** Plant beds shall be weeded by hand. All weeds and refuse shall be removed from site the same day. Weeding is to be done on a routine basis to maintain TOTAL weed control. NOTE: Individual weeds or groups of weeds larger than 2 inches in height or diameter ARE NOT IN CONTROL and the Contractor will be expected to remove these immediately. **Chemical weed control will not be allowed, unless specifically approved in writing by the City.**

### **3.3 TREES AND PALMS**

**Pruning:** (for trees with clear trunk above 10')

- A. Prune, thin and trim all trees per National Arborist Association specifications for pruning of shade trees to keep the trees healthy and to maintain the natural character of the variety.
- B. Pruning may include the following items:
  - Dead, dying, or unsightly parts of the tree.
  - Sprouts growing at or near the base of the tree trunk.
  - Crossed branches that may rub together.

- Multiple leader of the tree that normally has only a single stem.
  - Nuisance growth that interferes with view, walks or lighting.
  - Nuisance growth includes the removal of all dangerous thorns, spikes, or appendages that show potential conflict with people.
  - Branches that have strong potential for damage from storms.
- C. Pruning will also be required from time to time to remove branches broken during storm events or when blocking or intruding on signs, walkways, etc.
- D. Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a lateral bud at the end of the stub. Flowering trees shall be pruned over an outside bud. Make cuts sufficiently close to trunk or parent stem, so that healing can start readily under normal conditions. Limb cuts shall be clean and flush with the trunk. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wound in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing. Asphalt tree paint is unacceptable.
- E. On trees known to be diseased, tools are to be disinfected with 70% methyl alcohol solution (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools. Branches, dead wood and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at Contractor's expense.
- F. Dead palm fronds that have fallen to the ground are to be removed as often as necessary to maintain a neat appearance.

**W A R N I N G: Under no circumstances will any tree, planted in a sod area, be weeded with a string-type weed trimmer!!! Hand-weed only! Tree-ring (18" minimum radius from outside of trunk) shall be edged with mechanical edgers only.**

### **3.4 MULCH**

- A. All plant beds and tree pits (except in native areas) shall be maintained with 2-3" eco mulch, pine bark mulch or approval equal. Cypress bark mulch is not recommended.
- B. Mulch shall be "top dressed" to proper depth when found necessary, as part of the contract price. All mulch to be maintained 6" clear of base of trunk.
- C. Standard schedule for mulch is twice annually unless otherwise indicated by the City:
- Begin March 1; complete by May 15
  - Begin October 1; complete by December 15

### **3.5 FERTILIZATION**

- A. Soil Testing: Contractor shall have various soil areas tested by qualified laboratory (recommend A&L Southern Agricultural Laboratory) annually in February and again in September to

determine required additives and make any necessary adjustments in fertilizer mix. The Contractor shall be responsible for purchasing and application of any and all soil conditioners required. Test results shall be submitted to the City.

**B. Sod**

1. The fertilizer shall be a commercial grade produced and recommended for use on the St. Augustine and Bahia type grasses; recommend 24-2-11 sulphur coated, time-release, with micro nutrients.
2. Apply fertilizer in January, May, and October at a rate of 1 lb. per 1,000 sq. ft./application. Frequency may be adjusted depending on community standards. Cost of fertilizer to be included in contract cost.
3. Sprinkler system shall be operational immediately after fertilization application to avoid chemical burning of turf. Contractor shall be responsible for any damages and repairs.

**C. Trees, Shrubs & Groundcover**

1. Fertilizer shall be applied to all trees, shrubs and groundcovers with the exception of pines, sabal palms and saw palmettos. Fertilizer shall be commercial grade. Recommend
2. 8-2-12 sulphur coated, time release, or recommendations by the laboratory test results. Frequency may be adjusted based on community standards. Note: Nursery grown native species may be weaned from fertilizer over time.
3. Trees shall be fertilized three times yearly: January, May, and October, at the rate of 1 lb. per 1" of trunk diameter, measured 30" above the base. Apply at the drip line in a 4' wide band. Frequency may be adjusted depending on City standards. Contractor must notify the City Project Manager or designee each time a fertilizer application is completed and the amounts applied within 24 hours.
4. All shrubs and groundcovers shall be fertilized by broadcasting over beds three times yearly: January, May, and October. Apply at a rate of 1 lb. per 1" diameter of main stem. No fertilizer shall be applied at the base against the trunks or stems of the plants. Frequency may be adjusted depending on City standards

**D. Palms**

1. All palms shall be fertilized in January, May, and October. Recommend 8-2-12 palm fertilizer at the rate of 1 lb. per 1" diameter of trunk(s). Frequency may be adjusted depending on community standards.
2. Any plants damaged by over-fertilizing or by the use of the wrong type of fertilizer shall be replaced immediately at the Contractor's expense with the same plant, equal in size to damaged plant.
3. All fertilizer residue shall be removed from any pavement, immediately.

### 3.6 HERBICIDES, INSECTICIDES, STERILANTS AND ANIMAL TRAPS

#### A. Conditions For Use

1. Chemical controls shall be applied by a licensed operator using EPA approved material under the direction of a Certified Pest Control Operator. Copies of current licenses must be provided to the City prior to chemical use. The Contractor may use an herbicide required for and recommended for the control of the types of weeds encountered. The manufacturer's written instructions and E.P.A. criteria shall be strictly adhered to for application rates, etc. However, before any herbicide or insecticide is used on the project site, the Contractor shall notify the City of types to be used, application rates, and all particulars with reference to chemical composition and advised of any possible damage associated with the use of these products (i.e.: to avoid personal contact with sprayed areas, etc.). Contractor must prove possession of appropriate applicators, proper protective clothing and warning signs as required. Contractor must receive the City's written approval prior to each application. Contractor will be totally responsible to remove and replace at the Contractor's expense, all plants damaged by chemical weed control, immediately upon notification from the City. **Dead weeds larger than 2 inches in height or diameter must also be removed.**
2. The Contractor is granted permission to use such herbicides, insecticides, sterilants, poison and animal traps as it may be necessary and advantageous in ground maintenance activities, relative to above stated restrictions. Herbicides, insecticides, sterilants and animal traps must be used responsibly and in conformance with Federal, State, and Local laws and regulations. The Contractor assumes all liability for damage and/or injury resulting from accident or misuse of these products and/or equipment. The City retains the right to prohibit the use of any insecticide, sterilant, poison, or animal trap that may be judged to be undesirable for any reason. Upon application Contractor will fax/email to City a copy of product description applied, amount of product applied, and the site/location where the product was applied.
3. Products leaving an undesirable residue or odor (i.e.: weed oil) shall not be used. Apply insecticides as needed to protect all plant materials from damage. The program shall include control of scale insects, aphids and other sucking insects, spider mites, etc. and advance preventive spraying for twig borers and oleander worms. The Contractor shall be responsible for the choosing chemicals and insecticides the Contractor uses and shall be accountable for any misuse of same.
4. Contractor shall apply the proper fungicide, herbicide and/or insecticide for the control of pests, weeds, and plant diseases on Turf.
5. Contractor shall spray affected plants with proper fungicide, herbicide and/or insecticide for the control of pests, weeds, and plant diseases and treat cuts on exposed surfaces for disease and pest control on trees and shrubs.
6. No spray applications shall be allowed when the potential of adversely affecting the natural areas and water bodies exists (i.e.: wind drift, runoff, etc.).
7. Any chemically damaged plant material will be replaced by the Contractor. If a plant is damaged, dies, or seriously declines due to improper cuttings, prunings, chemical applications, or other mechanical damage incurred by the maintenance Contractor's

equipment or personnel, the Contractor will be responsible for replacing it with like material of comparable size, type, and value.

- B. **Red Ant Control:** Maintenance personnel (mowers, weeders) shall always carry a supply of red ant control material. Personnel shall be aware/alert for evidence of ants, at every mowing/weeding and spread material on pile immediately. Irrigation checkers shall carry supply and spread on pile immediately if sighted.

### 3.7 **SPRINKLER SYSTEM AND WATERING**

#### A. **Sprinkler System**

1. The City shall be responsible for the operation of the automatic irrigation system, for setting and adjusting the time to insure proper watering.
2. After mowing operations, test respective zones of the irrigation system for proper spray pattern, broken or missing heads, and/or broken pipes. Notify the City of any required repairs.
3. The Contractor will not be responsible for the replacement of any pumping equipment. Any other equipment damaged by the maintenance operation shall be replaced with the same equipment and by the same manufacturer, at the expense of the maintenance contractor.
4. Monthly, entire irrigation system shall be tested for operation status to include timing of zones, duration of watering, consistency of spray pattern, broken/missing heads, broken pipes, valves or connectors and condition of water source (pump or meter). Written report shall be submitted to the City delineating said inspection and any items needed for repairs and cost estimate for said repairs.
5. The irrigation system shall provide sufficient water to all lawns and planting beds. The watering shall provide for 100% coverage. Recommended hours of operation shall be between the hours of 4:00 a.m. and 7:00 a.m. (or earlier as is necessitated by size of irrigated area). Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering if warranted.
6. Rain gauge-type cut-off switches shall be supplied by the City in order to conserve water during rain periods. The system shall be adjusted during the rainy seasons.

#### B. **Water Requirements - Established Landscape**

1. Because soil conditions, drainage, exposure, and wind all influence water requirements, the following are general guidelines:
2. Ideal watering occurs just at the time the plant (including grasses) begins to show early signs of wilt. Set sprinklers to apply 1 inch of water per 7 day period. This can be accomplished in one or two applications. Less frequent, thorough watering is preferred to frequent light watering, as deep rooting is encouraged by less frequent waterings.

3. Contractor is responsible for monitoring irrigation of all vegetation. Any irrigation problems observed that cannot be remedied by the post-mowing review must be brought to the immediate attention of the City.
  4. Contractor shall provide the City with a schedule of preventative maintenance of irrigation system based on continuing analysis and observation reports.
- C. **Water Requirements - Newly Installed Landscapes:** Watering schedule to be established by landscape installation contractor per design specifications, depending on plant pallet, location, soil, water table, etc. for any newly installed landscape areas. The City shall receive watering schedule prior to its initiation.

### 3.8 SAILFISH BALL PARK-OPTIONAL

- A. **Mowing Bermuda Turf:** To be mowed at 1 inch in height, twice a week. Reel Type mower to be used.
- B. **Spraying:** Consist of control and removal of all weeds on fields. This also includes keeping warning tracks free of grass and weeds.
- C. **Fertilizing:** To be done monthly with at least a 40% Slow release fertilizer. Monthly rates are 0.75 pounds, per 1,000 square feet, of Nitrogen and Potassium each.
- D. **Pre-Emergent Weed Applications:** To be done with boom sprayer or granular broadcast application three times per year: (2) applications of Ronstar at label rate and (1) application of Dimension at label rate
- E. **Top Choice Insecticide Application Broadcast or Disc Injection.** To be done in the last week of April to all Bermuda turf at suggested rate.
- F. **Field Edging:** Consist of edging the clay cut outs on the playing surfaces once a month
- G. **Mole Cricket & Fire Ant Control:** to be done as needed basis. Call backs after initial annual applications for Mole and Fire Ant control at no additional charge.

**NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.**

- H. There are 4.6 acres of Athletic Turf:

Field 1= 2.5 acres

Field 2= .85 acres

Field 3= .4 acres

Field 4= .85 acres

- I. There are 1.75 acres of common area to be maintained. The common area is comprised mostly of Floratam sod.

### **3.9 ARCHITECTURAL LANDSCAPE ELEMENTS**

Turfgrass areas unable to be mowed such as: fence lines, trees, transformers, light fixtures, drainage basins, etc., will be done in conjunction and on the same day of each mowing and will be maintained by hand or mechanical trimming. Specifically, any light fixture, sign pole or similar architectural feature will be hand weeded only, due to certain damage to painted or wood surfaces which is inherent in string-trimmer use. Additionally, no bed area under single trees shall ever be weeded with the use of a string-trimmer. String-trimmers may be used, however, in the trimming of utility boxes, drainage basins, telephone cable boxes, and the like.

### **3.10 GENERAL CLEAN-UP**

Check the site each week for general clean-up needs and **POLICE TURF AREA FOR ANY LITTER PRIOR TO MOWING OPERATIONS.**

The Contractor will be expected, as part of his routine maintenance, to police the areas under his contractual maintenance. This will include removing any litter or fallen leaves and branches, replacing washed out mulch back into planters and help clean-up any debris or soil which might accidentally accumulate in the respective contractual maintenance area. **The PRACTICE OF BLOWING cuttings, clippings or mowing debris into the streets or public areas will not be permitted.**

### **3.11 TRAFFIC CONTROL**

The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor for final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

### **3.12 MISCELLANEOUS SPECIFICATIONS/EXPECTATIONS/ACKNOWLEDGMENTS**

- A. Contractor shall furnish the City in advance with specific written schedules for mowing, trimming, fertilizing, mulching, etc. The Contractor shall also provide the City with a written summary of all work completed at the end of each shift. These documents shall be submitted to the Project Manager or designee.
- B. The City is held totally free from liability and the Contractor is totally liable and insured for any and all physical injury and/or property damage incurred by the Contractor and/or his employees in performance of the contractual duties of any work agreement. It is the Contractor's responsibility to notify the City within 24 hours of any injury occurring on the job.
- C. It is understood by both the Contractor and the City, that any contractual agreement is not a guarantee of income. The quantities specified are based on annual estimates. The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

### **3.13 BONDS**

- A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the

form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

- B. **Payment & Performance Bonds:** The successful proposer, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

### 3.14 **BUSINESS OPERATIONS**

- A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.
- B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.
- C. **Observed Holidays:** Proposer's employees furnished under this Contract will observe holidays as observed by the City. Proposer's employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

## PART IV INSTRUCTIONS FOR PREPARING SUBMISSIONS

### 4.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

### 4.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

**Letter of Transmittal:** The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

**Tab 1 ~ Experience/Knowledge/Qualifications**

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (Supervisor, Irrigation Specialist) (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and skill. The firm may not make changes in the personnel working on activities pursuant to the Contract without written concurrence of the City.

**Tab 2 ~ Operational Plan:** Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the Contractor upon which the proposed plan is contingent. Describe all quality control implementation procedures, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Contractor shall address the methodology, technical approach, techniques, and/or processes to be used in providing services. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and/or designee.

**Tab 3 ~ Proposal Form:** Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses. (Item 6.1) Commitment to budget and schedule parameters.

**Tab 4 ~ Insurance:** Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 6.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 6.5.

**Tab 5 ~ Past Performance in similar activities in Florida:**

Provide a minimum of three (3) successful projects of a similar nature within the past three (3) years and provide details of the following: scope of work, location, dates of service through completion, names, addresses and phone numbers of owners, and Total Value of the Project.

**Tab 6 ~ Submittal Forms & Requested Information:**

- Item 6.3 Questionnaire
- Item 6.4 Safety Certification
- Item 6.5 Subcontractors List
- Item 6.6 Experience/References
- Item 6.7 Public entity Crimes
- Item 6.8 Proposal Checklist
- Item 6.9 No Bid, if required
- Bond Guarantee: Amount equal to ten percent (10%) of the total amount.
- Equipment List: List of Equipment and or pictures used by Contractor for these services.
- Chemical/herbicide/pesticide List
- Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal with IRS W-9 form.
- Licenses and Certifications as required in Item 2.3

**Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements**

- Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- Signature on the transmittal letter shall certify the veracity of these statements.

**Tab 7 ~ Optional Information:** Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

**Tab 8 ~ Addenda (if applicable):** All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

## PART V EVALUATION OF SUBMISSIONS

### 5.1 EVALUATION METHOD AND CRITERIA

- A. General:** The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to, consideration of the following:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Overall experience, knowledge, & qualifications	30 pts
Operational	30 pts
Past Performance in similar activities in Florida	15 pts
Proposed compensation schedule of rates	25 pts

- B. Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- C. Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.
- D. Contract Award:** All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting.
- E. Terms and Conditions**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

- F. Contact Person:** Questions or requests for additional information shall be directed to Procurement and Contracting Services Division at (772) 288-5308, fax (772) 600-0134, or email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) between the hours of 8:30 a.m. and 5:00 p.m., local time, weekdays.
- G. Purchasing Card Program:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Proposer(s) 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).
1. Proposers are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
  2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers’ offered price. If the committed bidder is awarded the contract, the award will be at the negotiated contract price.

## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following prices to supply the City of Stuart with landscape maintenance services called for in this solicitation.

The City intends to contract for landscape maintenance and/or weed control on each of the above twenty seven sites. The City will consider all responsible and responsive proposals submitted even if those proposals exclude some of the areas where proposals were requested. Proposers may offer maintenance for any or all of these sites. The City reserves the right to award multiple contracts for these services if the City decides that it is in its own best interest. The City will be the sole judge of what is in its best interest.

<b>GROUP 1 - SAILFISH CIRCLE</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 1: Sailfish Circle (Items 1-7)</b>					\$ _____
<b>GROUP 2 - STUART FLAGLER AVENUE CENTER, PARK &amp; FEED STORE LANDSCAPING</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$

6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 2: Stuart Flagler Avenue Center, Park &amp; Feed Store (Items 1-7)</b>					\$ _____
<b>GROUP 3 – EVANS CRARY BRIDGE LANDSCAPING MEDIANS, ROW’S AND RETENTION PONDS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8’)	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8’)	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides& Sterilants	12	Monthly	\$	\$
<b>Group 3 Evans Crary Bridge Landscaping Medians, Row’s &amp; Retention Ponds: (Items 1-7)</b>					\$ _____
<b>GROUP 4 – RIVERSIDE DRIVE MEDIAN LANDSCAPE (INCLUDING PELICAN, LARK, MANGO, MARTIN, RIVERSIDE &amp; MENNINGER PARK</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8’)	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8’)	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 4 Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside &amp; Menninger Park: (Items 1-7)</b>					\$ _____

**GROUP 5 – EAST 10<sup>TH</sup> STREET COMMUNITY CENTER LANDSCAPE**

<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 5- East 10<sup>th</sup> Street Community Center Landscape: (Items 1-7)** \$ \_\_\_\_\_

**GROUP 6 – SEVEN RETENTION PONDS ON BOTH SIDES OF THE ROOSEVELT BRIDGE**

<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 6- (7) Retention Ponds On Both Sides of Roosevelt Bridge: (Items 1-7)** \$ \_\_\_\_\_

Retention Area 1. On west side of Highway US 1 just south of Wright Blvd. NW Fork Rd.  
 Retention Area 2. On north side of the St. Lucie River just under the new Roosevelt Bridge, west of State Road 707. Gravel retention area at Palm Street.  
 Retention Area 3. On north side of the St. Lucie River just north of the old Roosevelt Bridge between the Florida East Coast Railroad tracks and State Road 707. From old Roosevelt Bridge to Palm St.  
 Retention Area 4. On south side of the St. Lucie River, under the new Roosevelt Bridge and south of the old Roosevelt Bridge between State Road 707 and the Florida East Coast Railroad tracks.  
 Retention Area 5. On south side of the St. Lucie River, east of the new Roosevelt Bridge & west of State Road 707.  
 Retention Area 6. On south side of the St. Lucie River, west of the new Roosevelt Bridge and east of Atlanta Avenue/Anchorage Way.  
 Retention Area 7. On north side of the Roosevelt Bridge, just south of Wright Blvd on Dixie Hwy, on east side of the bridge.

**GROUP 7 – US #1 FROM INDIAN ST. TO WRIGHT BLVD. INCLUDING MEDIAN AT SR 5A CUTOFF ROAD, MEDIAN AT PALM CITY RD. AND ROOSEVELT BRIDGE CONCRETE MEDIANS (NORTH AND SOUTH SIDE)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 7-US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, & Roosevelt Bridge Concrete Medians: (Items 1-7)** \$ \_\_\_\_\_

**GROUP 8 – PALM BEACH ROAD MEDIANS AND SWALES LANDSCAPE**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 8-Palm Beach Road Medians And Swales Landscape: (Items 1-7)** \$ \_\_\_\_\_

**GROUP 9 – WATER PLANT**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$

2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 9- Water Plant: (Items 1-7)** \$ \_\_\_\_\_

**GROUP 10 – COLORADO MINI-PARK & KIWANIS PARK AND RIDE (LOCATED AT COLORADO AVENUE AND OLD DIXIE HIGHWAY)**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$

**Group 10— Colorado Mini-Park & Kiwanis Park & Ride (Located at Colorado Avenue & Old Dixie Highway: (Items 1-7)** \$ \_\_\_\_\_

**GROUP 11 – KANNER HIGHWAY FROM US-1 TO MONTEREY ROAD**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$

5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 11– Kanner Highway From US-1 to Monterey Road: (Items 1-7)</b>					<b>\$_____</b>
<b>GROUP 12 – PUBLIC SAFETY COMPLEX</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 12- Public Safety Complex: (Items 1-7)</b>					<b>\$_____</b>
<b>GROUP 13 – MARTIN LUTHER KING JR./OLD DIXIE HIGHWAY INTERSECTION LANDSCAPING AND LOT ON SOUTHWEST CORNER</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 13– Martin Luther King Jr./Old Dixie Highway Intersection Landscaping &amp; Lot On SW Corner: (Items 1-7)</b>					<b>\$_____</b>

<b>GROUP 14 – POPPLETON CREEK PARK &amp; DOG PARK (ON CENTRAL PARKWAY)</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 14–Poppleton Creek Park &amp; Dog Park: (Items 1-7)</b>					<b>\$ _____</b>
<b>GROUP 15 – DIXIE HIGHWAY LANDSCAPING PHASE I &amp; II FROM MONTEREY ROAD TO LINCOLN AVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 15-Dixie Highway: (Items 1-7)</b>					<b>\$ _____</b>
<b>GROUP 16 – AMERIGO AVENUE RETENTION PONDS &amp; MEDIAN FROM WEIR STREET TO RIVERSIDE DRIVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 16- Amerigo Ave Retention Ponds &amp; Median: (Items 1-7)</b>					<b>\$ _____</b>
<b>GROUP 17 – FRAIZER CREEK DITCH</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
<b>Group 17-Fraizer Creek Ditch</b>					<b>\$ _____</b>
<b>GROUP 18 – EAST OCEAN MEDIAN &amp; ROW FROM GEORGIA AVE TO COLORADO AVENUE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 18-East Ocean Median &amp; Row from Georgia Ave to Colorado Avenue: (Items 1-7)</b>					<b>\$ _____</b>
<b>GROUP 19 – COLORADO MEDIAN &amp; ROW FROM US1 TO DIXIE HWY</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$	\$
2	Control Weeds	12	Monthly	\$	\$

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$	\$
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$	\$
5	Mulching	12	Monthly	\$	\$
6	Fertilizing	12	Monthly	\$	\$
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$	\$
<b>Group 19-Colorado Median &amp; Row From Us1 To Dixie Hwy: (Items 1-7)</b>					<b>\$_____</b>
<b>GROUPS 20 - 24– TURF GRASS AND MANAGEMENT OF VEGETATION one cut per month</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	\$	\$
21	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	\$	\$
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	\$	\$
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	\$	\$
24	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	\$	\$
<b>Group 20 - 24</b>					<b>\$_____</b>
<b>NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.</b>					
<b>OVERALL ANNUAL TOTAL (Groups 1-24)</b>					<b>\$_____</b>

<b>GROUP 25– OPTION – SAILFISH BALL PARKS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Mowing Bermuda Turf	12	Monthly	\$	\$
2	Spraying	12	Monthly	\$	\$
3	Fertilizing	12	Monthly	\$	\$
4	Pre-Emergent Weed Applications	12	Monthly	\$	\$
5	Top Choice Insecticide Application Broadcast or Disc	12	Monthly	\$	\$

	Injection				
6	Field Edging	12	Monthly	\$	\$
7	Mole Cricket & Fire Ant Control	12	Monthly	\$	\$
<b>Group 25- Sailfish Ball Parks: (Items 1-7)</b>					<b>\$ _____</b>

<b>OVERALL ANNUAL TOTAL INCLUDING OPTION: Groups 1- 25</b>	<b>\$ _____</b>
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<p>If you are not the successful awardee as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your submittal Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # \_\_\_\_\_ through # \_\_\_\_\_ Respondent's Initials \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Name of Company, Firm

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

## 6.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
- B. To the fullest extent permitted by law, Contractor will further hold harmless, defend and indemnify Employer, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure to Contractor's failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer.
- C. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- D. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
  2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. 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. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
  3. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Umbrella Liability: With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
7. Pollution Liability: For sudden and gradual occurrences, including both corrective action and bodily injury, property damage coverage for limits of not less \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this contract, to include the project site, in transit, and at any off site location where the waste may be transported.
8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
  - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
  - b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

**6.3 QUESTIONNAIRE FORM**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 4-8.

1. How many years has your organization been in business as a contractor?

---

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

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3. Have you any similar work in progress at this time?      Yes  No

4. List contact information below for trained personnel, including Supervisor and Irrigation Specialist (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. (Please provide a contact name and telephone number, mobile number etc.):

➤ 

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➤ 

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➤ 

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➤ 

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5. Have you personally inspected the proposed project sites and have you a complete plan for its performance? Yes  No

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6. Will you sublet any part of this work? Yes  No  If so, give details:

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---

7. List equipment available for the work below or in tab 6.

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8. Specify type of warranty/guarantee and remedy for services identified in the specifications.

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**6.4 SAFETY STANDARDS CERTIFICATION**

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City’s official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

(Firm Name)

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

known to me, or identified as \_\_\_\_\_

in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Signed: \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_ (Affix Seal)

6.5 **SUBCONTRACTORS/LEASED LABOR LIST**

(Check one of the two boxes below)

- I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
- I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

2 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

3 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

4 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

5 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

6 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

7 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

8 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

9 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

10 \_\_\_\_\_  
 Subcontractor Firm/Leasing Agency Name                      Address                      Telephone No.

(Use additional pages if necessary.)

**6.6 EXPERIENCE OF BIDDER**

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	

**6.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public – State of Florida

*Type of Identification* \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**6.8 PROPOSAL CHECKLIST FORM**

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. These forms are to be submitted with proposal package.

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Forms as required: Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Business Tax, W-9, etc. Yes  No
- 6. Submit any data in reference to Contract Performance/  
Criteria as requested Yes  No
- 7. Evidence of Insurance Yes  No
- 8. Additional Data is submitted (Optional) Yes  No
- 9. Total of Five (5) sets; one (1) original and four (4) copies  
are submitted Yes  No

**RFP 2016-159**  
*(to be submitted with RFP response)*

**COMPANY NAME:** \_\_\_\_\_

**6.9 STATEMENT OF NO BID**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

**REMARKS** \_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Telephone Number

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature and Title Date

**6.10 SAMPLE AGREEMENT**

**CONTRACT FOR SERVICES**

**PROJECT: RFP #2016-159: LANDSCAPE MAINTENANCE**

**CONTRACTOR:** \_\_\_\_\_

THIS CONTRACT, hereinafter "Contract," made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_" referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of services for Landscape Maintenance Services by the Contractor and the payment for those services by City as set forth below.

**II. SCOPE OF SERVICES**

The Contractor shall provide Landscape Maintenance Services pursuant to this Contract as hereinafter provided. These services will include all labor, supervision, products and tools, and equipment necessary to provide Landscape Maintenance Services.

**Section 1. Scope of Service**

Contractor shall provide Landscape Maintenance Services for the City of Stuart. Services to include, but not be limited to, \_\_\_\_\_ located in and on areas identified by the City. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-159 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties, not to exceed six (6) months.

**Section 2. Time of Performance**

The Contractor shall begin work within \_\_\_\_ ( ) calendar days after issuance of work order request issued by the Project Manager for the City to the Project Manager for the Contractor. Contractor's work shall be completed within time specified on the work order request or written estimate. Commencement of the

Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

a. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

b. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

### **Section 3. Compensation and Method of Payment**

#### **3.1 Fee Schedule**

CITY will compensate Contractor for these Exotic Vegetation Control Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule / estimate shall include a total firm cost to the City itemized as follows: hourly rate, labor hours / equipment, a brief description of the work, location of work, and projected completion time. Contractor's pricing may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

#### **3.2 Invoices**

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the work order request or written itemized estimate approved by the City Representative, address/location, type of work, and date of service, and purchase order number, date work was completed and accepted by the City.

#### **3.3 Payment**

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

### **Section 4. Guarantee**

The Contractor shall guarantee workmanship for the duration of the contract period. Contractor shall ensure successful performance of the work for the service intended and assure all plant material is in good condition within accepted horticultural standards for growth, color, and appearance specified under this agreement. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Contractor is responsible for all physical damage to the property, caused by his workmanship, including plants, turf, structures, fixtures, and irrigation components; and agrees to pay for repair or replacement of all damaged property immediately.

## **Section 5.     **Audit****

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 6.     **Contractor Responsibility****

### **6.1     **Independent Contractor****

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

### **6.2     **Responsibility for Work****

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities

The Contractor shall assign a Supervisor and provide skilled ground crew personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including securing all herbicides from public access. The Contractor shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The City shall not be responsible for safety on or off the job site.

### **6.3     **Contractor's Records****

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 7. Probation/Performance/Suspension/Termination**

### **7.1 Probation**

The first ninety (90) days of this contract are to be considered a “probationary” period. At the City’s election, this contract may be terminated without recourse and a new award may be granted. The Contractor’s performance will be closely scrutinized by City staff. If the performance fails to meet the standards specified in this RFP, the contract may be subject to cancellation. The work will be conducted under the general direction of the project manager or designee, and is subject to inspection to insure compliance with the terms of the Contract. All work will be monitored during probationary period. Unsatisfactory service will be identified, explained, and documented. Unsatisfactory service must be corrected by the contractor within 2-working days. A failure in the contractor’s responsibility will result in a payment withholding. The City will make final inspection of the work covered by this contract when it is completed and finished in all respects and must be approved before payment is made.

### **7.2 Performance**

After probationary period and throughout the contract period the vendor(s) performance will continue to be monitored by City staff. If vendor performance fails to meet the standards specified with the proposal and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractors receiving an unacceptable rating will be notified. Contract termination shall be served by written notice by the Procurement Division.

### **7.3 Suspension**

The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages.

### **7.4 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

## **Section 8. CITY's Obligations**

### **8.1 Project Manager**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the City Project Manager or designee.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

TBD

## **Section 9. Persons Bound by Contract**

### **9.1 Parties to the Contract**

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

### **9.2 Assignment of Interest in Contract**

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. If Contractor subcontracts any portion of this agreement for any reason or leases personnel (crew type laborers), he must include, in writing the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. The City of Stuart reserves the right to reject a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract services of a similar nature, or who is not in a position to perform properly under this award.

### **9.3 Other Entity Use**

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

### **9.4 Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection of the reported work within \_\_\_\_\_ ( ) calendar business days thereafter, which shall be stated in such notice.

### **9.5 Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

## **Section 10. Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

## **Section 11. Insurance**

### **11.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "Exhibit C" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance

policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

## **11.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement (Exhibit C) and shall be subject to the City's approval for adequacy.

## **Section 12. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

## **Section 13. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 14. General Conditions**

### **14.1 Venue in Martin County**

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **14.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **14.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **14.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

## 14.5 Contract Amendment

The City may require additional services not specifically identified in the contract, for example, materials/plant replacement. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this solicitation at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

## 14.6 Contractual Authority

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

## 14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

## Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

**Section 16. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A”** - "Proposal as Submitted by Respondent and Accepted by City"

**“Exhibit B”** - “Original Request for Proposal as Issued by City, including all Addenda”

**“Exhibit C”** - "Insurance and Indemnification."

**“Exhibit D”** "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

**CITY OF STUART, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

\_\_\_\_\_  
**PAUL NICOLETTI**  
**CITY MANAGER**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
**MICHAEL MORTELL**  
**CITY ATTORNEY**

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: December 10, 2015  
To: Prospective Proposers  
Subj: **Addendum #1 to RFP# 2016-159, Landscape Maintenance Service**

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## ADDENDUM #1

The purpose of this addendum is to provide clarification to vendor questions as follows:

### A. Responses and Clarification to Vendor Questions

1. **Question:** Item 3.2, B Weed Control, states that we are NOT to use chemical weed control and must weed by hand. Please provide clarification.  
**Answer:** Delete Item 3.2B in its entirety.
2. **Question:** Item 3.6, A 1. & 2 states that we are allowed to chemically treat weeds. Please clarify the allowed usage of herbicide treatment for weeds in beds?  
**Answer:** Individual weeds or groups of weeds larger than 2 inches in height or diameter ARE NOT IN CONTROL and the Contractor will be expected to remove these immediately.
3. **Question:** Could you please send parameters of jobsites listed below?  
**Answer:** The landscaping services requested behind the Public Safety Building and at the Water Treatment Plant are in secured areas. Please see attached pictures and map. Additional jobsite information is as follows:
  - a) Water Plant: Inside/outside perimeter fenced area at Palm Beach Rd./10<sup>th</sup> Street and along service road at 910 10<sup>th</sup> Street.
  - b) Amerigo Ave. ROW: Both retention ponds at end of Weir Street, including paver bricks to Riverside drive, and round-about.
  - c) Frazier Creek Swale: Both sides of swale going north, behind Post Office then west to Kindred Street (Frazier Creek Swale from Florida Street)
  - d) Colorado Ave. Median: Both sides of ROW including medians. Colorado Ave. Median from US1 going north to Railroad Tracks
  - e) Baker Road ROW: From Green River Pkwy. to Savannah Rd, 15' ROW on south side and 40' ROW on north side.
  - f) Roosevelt Bridge (7) Retention Ponds: See attached map.

**All other terms and conditions of this RFP remain unchanged.**

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on December 16, 2015.** Failure to comply will result in disqualification of your proposal submitted.



Lenora Darden, CPPB  
Procurement Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP# 2016-159: Landscape Maintenance Service

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**ATTACHMENT A**  
**RETENTION PONDS**



Retention Pond #1

Retention Pond #7

Retention Pond #2

WRIGHT

TILTON

SR 707

FORK

NORTH RIVER

TREASURE

NEW PROVIDENCE

TERRACE

TERRACE

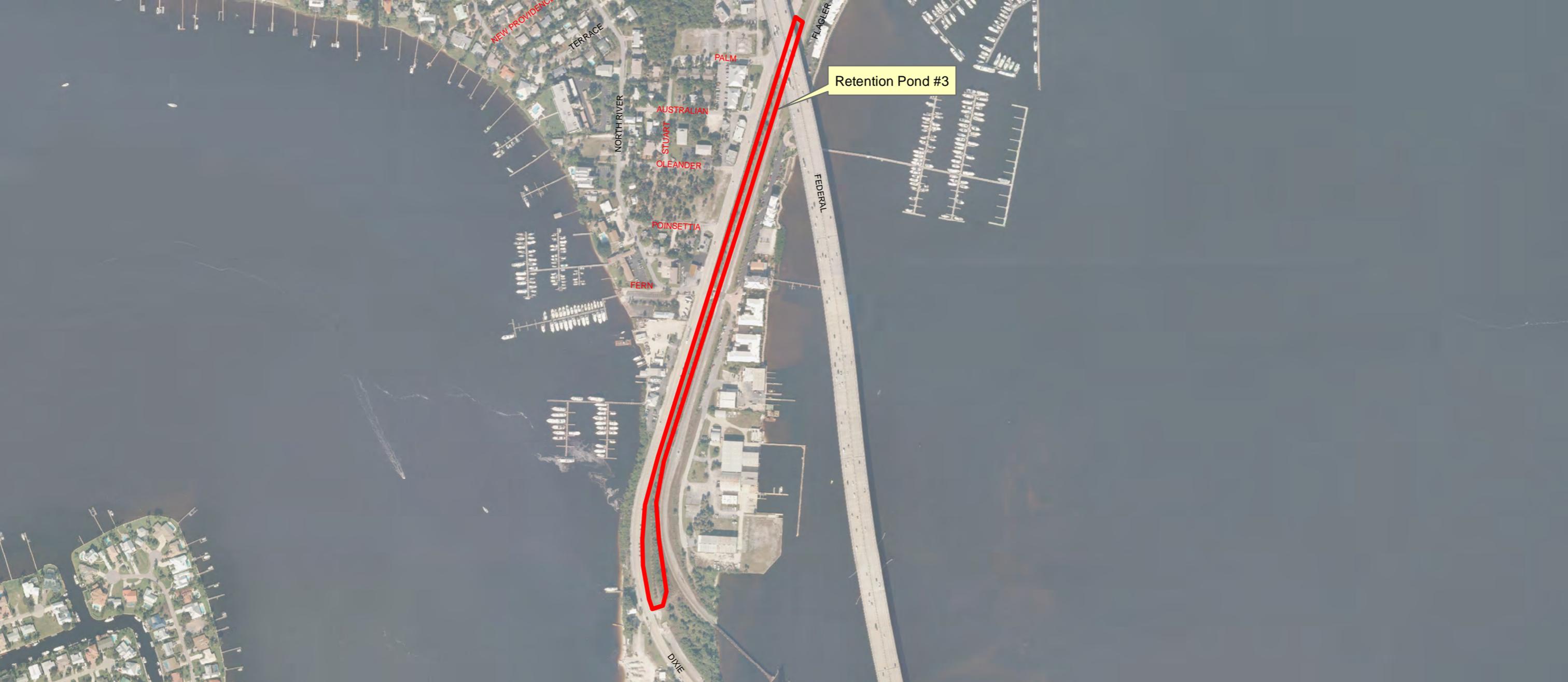
FEDERAL

DIXIE

FLAGLER

ART

PALM



Retention Pond #3

NEW PROVIDENCE  
TERRACE

TERRACE

PALM

AUSTRALIAN

STUART

OLEANDER

POINSETTIA

FERN

FLAGLER

FEDERAL

DIXIE



Retention Pond #4

Retention Pond #5

Retention Pond #6

ANCHORAGE

FEDERAL

ATLANTA

ALBANY

JOAN JEFFERSON

1ST

DIXIE

FLAGLER

SAINT LUCIE

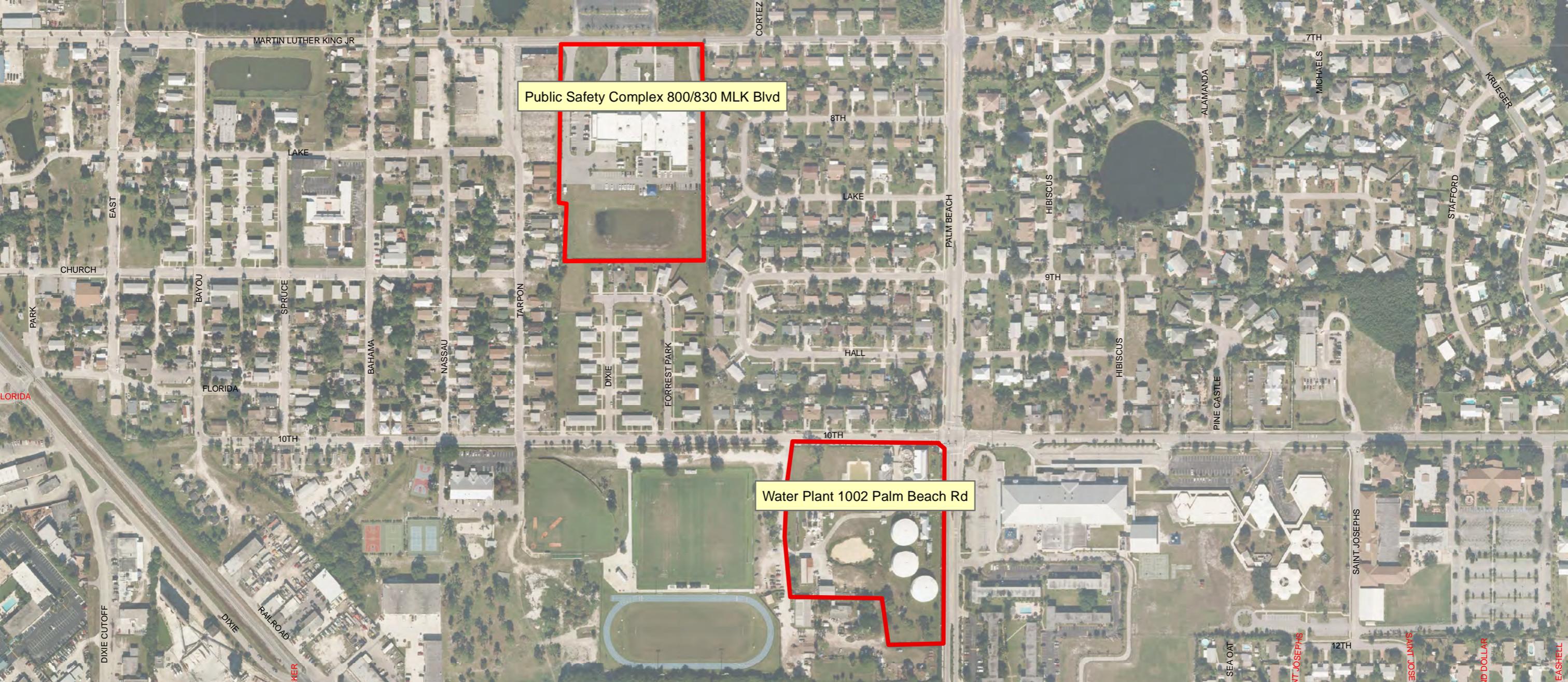
SEMINOLE

OSCEOLA

WYRON

**ATTACHMENT B**

**PUBLIC SAFETY**



Public Safety Complex 800/830 MLK Blvd

Water Plant 1002 Palm Beach Rd











**ATTACHMENT C**  
**WATER TREATMENT PLANT**











**EXHIBIT C**

**"INSURANCE & INDEMNIFICATION"**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TJ

DATE (MM/DD/YYYY)

02/15/2016

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).

<b>PRODUCER</b> Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU. CIC.	Phone: 772-286-4334 Fax: 772-286-9389	<b>CONTACT NAME:</b> T. Jacobson <b>PHONE (A/C, No. Ext):</b> 772-286-4334 <b>FAX (A/C, No):</b> 772-286-9389 <b>E-MAIL ADDRESS:</b> tjacobson@stuartinsurance.net <b>PRODUCER CUSTOMER ID #:</b> SUNSL-1
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	<b>INSURER A:</b> Westfield Insurance	<b>NAIC #</b> 24112
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 <input checked="" type="checkbox"/> <b>Contractual Liab</b>	X	TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000		TRA6510613	07/30/2015	07/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		TRA6510613	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NOT COVERED THROUGH STUART INSURANCE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	RENTED/LEASED EQUIPMENT		TRA6510613	07/30/2015	07/30/2016	DED \$1000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: 2016-159, Ladscape Maintenance Services. ~The City of Stuart is additional insured with respect to general liability

**CERTIFICATE HOLDER****CANCELLATION**

CITST-1  City of Stuart Building Dept 121 SW Flagler Ave. Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joseph E. Coons</i>
---	---

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**EXHIBIT D**

**"PAYMENT AND PERFORMANCE BOND WITH POWER OF ATTORNEY"**

# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

**Bond No.** 4462814

Conforms to Document A312™ - 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Sunshine Land Design, Inc.  
3291 SE Lionel Terrace  
Stuart, FL 34997

### OWNER:

(Name, legal status and address)

City of Stuart  
121 SW Flagler Ave  
Stuart, FL 34994

### CONSTRUCTION CONTRACT

Date: 03-01-2016  
Amount: \$203,789  
Description:  
(Name and location)  
2016-159, Landscape Maintenance Services

### BOND

Date: 03-01-2016  
(Not earlier than Construction Contract Date)  
Amount: \$203,789  
Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

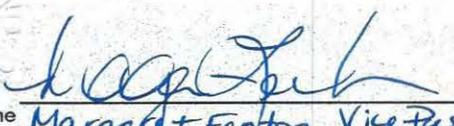
Company: Sunshine Land Design, Inc.  
(Corporate Seal)

### SURETY:

(Name, legal status and principal place of business)  
Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### SURETY

Company: Westfield Insurance Company  
(Corporate Seal)

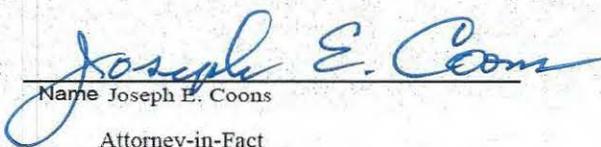
Signature:   
Name Margaret Fenton, Vice President

and Title:  
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

### AGENT or BROKER:

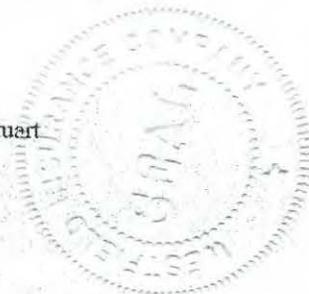
Stuart Insurance, Inc.  
3070 SW Mapp Road  
Palm City, FL 34990

Signature:   
Name Joseph E. Coons

and Title: Attorney-in-Fact

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)  
John Shakra, Project Manager, City of Stuart



- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Definitions**
- 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

The Performance and Payment Bonds are both conditioned upon the surety also agreeing in writing to renew the Performance and Payment Bonds annually, along with the City of Stuart and the contractor,

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: Sunshine Land Design, Inc.

Signature:

Name and Title:

Address

3291 SE Lionel Terrace  
Stuart, FL 34997

 (Corporate Seal)

Margaret Fenton, Vice President

**SURETY**

Company: Westfield Insurance Company

Signature:

Name and Title: Joseph E. Coons, Attorney-in-Fact

Address

One Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001



General  
Power  
of Attorney

POWER NO. 0990102 00

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**CABOT W. LORD, JOSEPH E. COONS, JOINTLY OR SEVERALLY**

of PALM CITY and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of March A.D., 2016



*Frank A. Carrino*  
Frank A. Carrino, Secretary

# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 4462814

Conforms to Document A312™ - 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Sunshine Land Design, Inc.

3291 SE Lionel Terrace

Stuart, FL 34997

### OWNER:

(Name, legal status and address)

City of Stuart

121 SW Flagler Ave

Stuart, FL 34994

### CONSTRUCTION CONTRACT

Date: 03-01-2016

Amount: \$203,789

Description:

(Name and location) 2016-159, Landscape Maintenance Services

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

### BOND

Date: 03-01-2016

(Not earlier than Construction Contract Date)

Amount: \$203,789

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: Sunshine Land Design, Inc.

(Corporate Seal)

### SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature: 

Name Margaret Fenton, Vice President

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

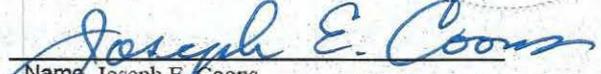
(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Stuart Insurance, Inc.

3070 SW Mapp Road

Palm City, FL 34990

Signature: 

Name Joseph E. Coons

and Title:

Attorney-in-Fact

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

John Shakra, Project Manager, City of Stuart

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

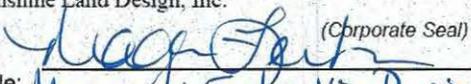
**18** Modifications to this bond are as follows:

The Performance and Payment Bonds are both conditioned upon the surety also agreeing in writing to renew the Performance and Payment Bonds annually, along with the City of Stuart and the contractor.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: Sunshine Land Design, Inc.

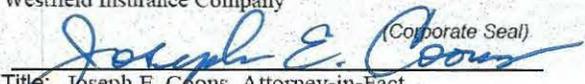
Signature:  (Corporate Seal)

Name and Title: Margaret Fenton, Vice President

Address  
3291 SE Lionel Terrace  
Stuart, FL 34997

**SURETY**

Company: Westfield Insurance Company

Signature:  (Corporate Seal)

Name and Title: Joseph E. Coons, Attorney-in-Fact

Address  
One Park Circle, P.O. Box 5001  
Westfield Center, OH 44251-5001



General  
Power  
of Attorney

POWER NO. 0990102 00

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**CABOT W. LORD, JOSEPH E. COONS, JOINTLY OR SEVERALLY**

of PALM CITY and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of March A.D., 2016



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary