

RESOLUTION NO. 2010-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 10-07-12-2, PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES TO LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE AT THE BID PRICE OF \$975,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Aventura, Florida, has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 10-07-12-2, PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES; and

WHEREAS, sealed bids have been submitted to and received by the City pursuant to the City's Invitation to Bid/Notice to Bidders, specifications, proposals, and requirements for the project/work as cited above; and

WHEREAS, staff has determined that LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE, has submitted the lowest responsible and responsive bid for said project/work; and

WHEREAS, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said bid/contract to said lowest responsible and responsive bidder.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:

Section 1: That bid/contract for BID NO. 10-07-12-2, PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES, is hereby awarded to LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE in the amount of \$975,000.00.

Section 2: The City Manager is hereby authorized to execute, on behalf of the

City, a contract by and between the parties embodying the terms, conditions, specifications as set forth in the subject Invitation to Bid/Notice to Bidders, bid specifications, bid proposal and bid requirements, and said parties shall execute said prepared contract on behalf of the City.

Section 3: That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this bid/contract.

Section 4: That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from the General Fund Line Item Nos. 001-5001-539-3450 and 001-5001-539-3452, Street Maintenance Fund Line Item No. 120-5001-541-3450, and Stormwater Utility Fund Line Item No. 410-5001-538-3450.

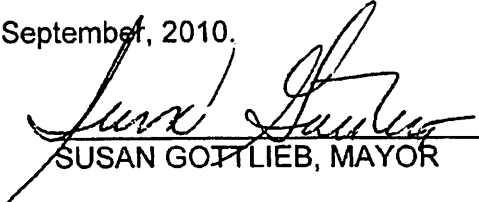
Section 5: This Resolution shall be effective immediately upon its adoption.

The foregoing resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Commissioner Holzberg, and upon being put to a vote, the vote was as follows:

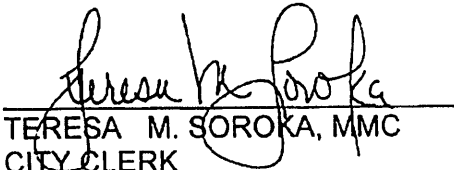
Commissioner Zev Auerbach	yes
Commissioner Bob Diamond	yes
Commissioner Teri Holzberg	yes
Commissioner Billy Joel	yes
Commissioner Luz Urbáez Weinberg	yes
Vice Mayor Michael Stern	yes
Mayor Susan Gottlieb	yes

Resolution No. 2010-46
Page 3

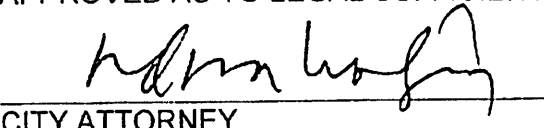
PASSED AND ADOPTED this 7th day of September, 2010.


SUSAN GOTTLIEB, MAYOR

ATTEST:


TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

CITY OF AVENTURA

INVITATION FOR BID

**Public Works & Landscape Maintenance
Services**

BID # 10-07-12-2



ISSUE DATE:
May 26, 2010

MANDATORY PRE-BID CONFERENCE:
10:00 A.M, June 9, 2010

SUBMITTAL DATE:
2:00 PM, July 12, 2010

Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180

CITY OF AVENTURA

ADDENDUM #1

PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES

BID NUMBER 10-07-12-2

DATE OF ADDENDUM: July 2nd, 2010

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Section 4, Page 51 and 52, Revised map and Medians and Rights-of-way to include an additional 4 street to the scope of works. A copy of the updated Map and Medians and Rights-of-Ways are attached and made part of this Addendum.

PLEASE NOTE THE FOLLOWING CLARIFICATIONS:

None at this time

PLEASE NOTE THE FOLLOWING ADDITIONS:

None at this time

Public Works & Landscape Maintenance Services
City of Aventura Bid No. 10-07-12-2
Addendum No. 1

Revision - Fax Notification Sheet

City of Aventura

19200 West Country Club Drive
Aventura, FL. 33180

Invitation to Bid

PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES

IFB -10-07-12-2-0-2010/IKS

A newly released Revision ("Addendum #1 - Map Revision page 51") exists on the Onvia DemandStar system.

You may go online at www.demandstar.com and download the Revision as an Adobe PDF directly.

The Revision may also be obtained by calling the Onvia DemandStar fulfillment number at (800) 711-1712.

Onvia DemandStar
509 Olive Way, Suite 400, Seattle, WA 98101
Phone (800) 711-1712 / Fax (206) 373-9630

B:206888

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
FORMAL INVITATION FOR BIDS	7
GENERAL INFORMATION	9
DEFINITIONS	10
SECTION 1 INSTRUCTION TO BIDDERS	13
SEC.1.1 SERVICES REQUESTED	13
SEC.1.2 AGREEMENT PERIOD	13
SEC.1.3 NECESSARY LICENSING	13
SEC.1.4 EVALUATION OF BIDS	13
SEC.1.5 MINIMUM QUALIFICATIONS	13
SEC.1.6 INSTRUCTIONS TO SUBMIT BIDS	13
SEC.1.7 BID REQUIREMENTS	14
SEC.1.8 TIMETABLE FOR REVIEW AND SELECTION	15
SECTION 2 GENERAL CONDITIONS	16
2.1 PURPOSE OF BID	16
2.2 SUBMISSION OF BIDS	16
2.3 GUARANTIES	16
2.4 DELIVERY	17
2.5 MISTAKES	17
2.6 BRAND NAMES	17
2.7 MATERIAL	17
2.8 PRICING	17

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
2.9 TAXES	17
2.10 SAFETY STANDARDS	17
2.11 PAYMENTS	18
2.12 LIABILITY, INSURANCE, LICENSES AND PERMITS	18
2.13 COUNTY LICENSE	18
2.14 COMPLIANCE WITH LAW	18
2.15 ASSIGNMENT	18
2.16 AWARDS OF BIDS	18
2.17 EVALUATION OF BIDS	19
2.18 IDENTICAL (TIE BIDS)	19
2.19 PREFERENCE TO LOCAL BUSINESS	19
2.20 HOLD HARMLESS	19
2.21 CANCELLATION	19
2.22 DISPUTES	19
2.23 NONCONFORMANCE TO CONTRACT	19
2.24 DEFAULT PROVISIONS	20
2.25 IDEMNIFICATION	20
2.26 SECONDARY/OTHER VENDORS	20
2.27 BID PROTEST PROCEDURE	20
2.28 CITY'S RIGHTS RESERVED	20
2.29 CONE OF SILENCE	20
2.30 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS	22

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
2.31 PUBLIC ENTITY CRIME/DISQUALIFICATION	25
2.32 CONFLICTS OF INTEREST	25
2.33 OTHER GOVERNMENTAL AGENCIES	25
SECTION 3 SPECIAL CONDITIONS	26
3.1 SCOPE OF SERVICES	26
3.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL	26
3.3 SCOPE OF WORK	26
3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT	26
3.5 STRIKES AND LOCKOUTS	26
3.6 NO CONTINGENT FEE	27
3.7 ATTORNEY'S FEES	27
3.8 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING	27
3.9 BASIS OF AWARD	28
3.10 BONDS	28
3.11 BID SECURITY FORFEITED, LIQUIDATED DAMAGES	28
3.12 CONTRACT CONTINUITY	28
3.13 COMPLAINTS OR DISPUTES	28
3.14 LICENSING	29
3.15 INSURANCE	29
3.16 CONTRACTOR'S RELATION TO THE CITY	30
3.17 DISCRIMINATORY PRACTICES	30

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS</u>	<u>PAGE #</u>
3.18 COUNTY COMPLIANCE	30
3.19 SUB-CONTRACTORS	30
3.20 CONFIDENTIALITY	30
3.21 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	31
3.22 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	31
3.23 TERMINATION OF CONTRACT	31
SECTION 4 TECHNICAL SPECIFICATIONS	32
BID FORM	51
RESPONDENT'S CERTIFICATION	53
NO BID OR PROPOSAL RESPONSE	56
SCHEDULE OF VALUES	57
PROPOSER'S QUALIFICATIONS FORM	63
AGENCY REFERENCE LIST	67
OTHER REFERENCES	69
BID EXCEPTION FORM	71
INDEMNIFICATION CLAUSE	72
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	73
BUSINESS ENTITY AFFIDAVIT	75
DRUG-FREE WORKPLACE AFFIDAVIT	77

ANTI-KICKBACK AFFIDAVIT	79
NON-COLLUSIVE AFFIDAVIT	80
APPENDIX 1 NOTICE OF AWARD	83
APPENDIX 2 NOTICE TO PROCEED	84
APPENDIX 3 BID BOND	85
APPENDIX 4 PERFORMANCE BOND	87
FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	89

CITY OF AVENTURA INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES
BID # 10-07-12-2

The City of Aventura is seeking a qualified contractor to provide public works and landscape maintenance services within the City of Aventura (excluding the Biscayne Blvd. corridor). Sealed bids will be received at the Office of the City Manager, City of Aventura, FL 33180 until 2:00 PM (EST), on Monday, July 12, 2010.

The Work involved with the Project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for public works and landscape maintenance which for the purposes of this bid, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, selective tree trimming, raking, sweeping, weeding, weed-eating and irrigation system repair, as well as other public works services as required and described herein.

A Mandatory Pre-Bid Conference will be held on Wednesday, June 9th, 2010 at 10:00 AM at the Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida 33180.

The Invitation for Bids will be received and opened at:

Office of the City Manager
City of Aventura
Government Center
19200 West Country Club Drive
Aventura, FL 33180

Submittals must be received at the above address no later than 2:00 P.M. (EST), on Monday, July 12, 2010 and clearly marked on the outside of envelope "PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES: BID # 10-07-12-2." Late submittals will not be accepted and shall be returned unopened.

Interested firms should obtain the Invitation for Bids (IFB) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after Wednesday, May 26, 2010. The IFB package contains information about the Statement of Work, Bid submission requirements and selection procedure resulting from this IFB. Any or all questions shall be directed to Indra Sarju, Purchasing Agent at (305) 466-8925 or emailed to sarju@cityofaventura.com.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the IFB from the time of advertisement of the IFB until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence."

Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates. Please see the detailed specifications of this solicitation for further details.

The City of Aventura reserves the right to request clarification of information submitted and to request additional information. The City also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Eric M. Soroka
City Manager



GENERAL INFORMATION

A. SCOPE OF SERVICES:

The City desires to contract with a qualified company to provide public works and landscape maintenance services. The work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash and debris removal, mowing, edging, hedge trimming, landscape bed maintenance, selective tree trimming, raking, sweeping, weeding, weed-eating, insect control, herbicide applications including preventive and corrective applications, fertilization, decorative street banner replacement, landscape lighting maintenance, and irrigation system maintenance, monitoring and repair, as well as other public works services as required and described herein. These services will commence on or about October 1, 2010.

B. PROPOSAL DUE DATES:

Complete Bids are due on Monday, July 12, 2010 at 2:00 p.m (EST). All bids must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West Country Club Drive, Aventura, FL 33180.

A Mandatory Pre-Bid Conference will be held on Wednesday, June 9, 2010 at 10:00 am (EST) at the Aventura Government Center, 19200 West Country Club Drive, Aventura, FL 33180.

Bids should be addressed or delivered to:

IFB # 10-07-12-2
Public Work & Landscape Maintenance Services
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180

C. Questions concerning this IFB should be directed to:

Indra Sarju, Purchasing Agent
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180
Phone (305) 466-8925 Fax (305) 466-8939
Email: sarjui@cityofaventura.com

D. In order to facilitate review of the bids each proposer must submit one (1) original unbound plus four (4) additional copies of the IFB response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE STATED DATE AND TIME OF:

Monday, July 12, 2010 AT 2:00 PM

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address during the City's regular business hours, Mondays through Fridays, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Bid by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

D. ACRONYMS/DEFINITIONS

For the purposes of this Invitation for Bids (IFB), the following acronyms/definitions will be used:

<i>City/Owner</i>	City of Aventura or designated representative when appropriate
<i>Contractor</i>	The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this IFB.
<i>Commission</i>	The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.
<i>Competitive Solicitation</i>	Means an invitation to bid, a request for proposal, or an invitation to negotiate.
<i>Contract</i>	Shall refer to the Contract that may result from this Invitation for Bids.
<i>Due Date and Time</i>	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
<i>Evaluation Committee</i>	An independent committee comprised solely of City staff and consultants of the City established to review proposals submitted in response to the IFB and recommend a Proponent(s).

<i>FSS</i>	Florida State Statutes
<i>IFB</i>	Invitation for Bids
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Offeror</i>	Shall refer to any offer(s) submitting an Offer in response to this Invitation for Bids
<i>Proponent</i>	Organization/individual submitting a bid/proposal in response to this IFB.
<i>Proposer</i>	Shall refer to anyone submitting a bid in response to the Invitation for Bids.
<i>Provider or Successful Proposer</i>	Shall refer to the Proposer receiving an award as result of this Invitation for Bids (“IFB”)
<i>Responsible Vendor</i>	A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
<i>Responsive Bid/proposal</i>	A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicate something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.
<i>Sub-Contractor & Sub-Consultant</i>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Offeror.

*Work, Services,
Project &*

Engagement

Shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Work, and the terms and Conditions of this submittal.



SECTION 1

INSTRUCTION TO BIDDERS

**CITY OF AVENTURA
INVITATION FOR BIDS
PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICES
BID # 10-07-12-2**

SEC.1.1: SERVICES REQUESTED:

The City of Aventura is accepting sealed bids for the Public Works and Landscape Maintenance Services within the City. A more complete scope of services is included as Section 4 under the Technical Conditions of this bid.

SEC.1.2: AGREEMENT PERIOD:

The initial contract shall be for a period of three (3) years with an opportunity for the City to extend the contract for one (1) additional three-year period at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days prior to contract expiration.

SEC.1.3: NECESSARY LICENSING:

As more fully discussed in this DOCUMENT, the contractor must have all necessary licenses. Contractor shall be required to furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide their services as required by Florida State Statutes. These documents shall be furnished to the City along with the Bid Response.

SEC.1.4: EVALUATION OF BIDS:

Bids will be evaluated based upon the criteria contained in Section 2 of 2.16 through 2.19 of the General Conditions and Section 3.9 of the Special Conditions.

SEC.1.5: MINIMUM QUALIFICATIONS:

All bidders must have a minimum of five (5) years experience providing similar services to those described in this document.

SEC.1.6: INSTRUCTIONS TO SUBMIT BIDS:

Bids will be accepted, until 2:00 P.M., Monday July 12, 2010, by the City of Aventura to select a company to provide public works landscape maintenance services as required by the City.

Bids must be submitted in sealed envelopes and clearly identified as "BIDS FOR PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICES: BID #10-07-12-2."

In order to facilitate review of the bids, each bidder must submit one (1) original unbound plus four (4) bound copies for a total of five (5) complete sets of all bid forms inside a sealed envelope.

Bids shall be submitted to the Office of the City Manager, City of Aventura, 19200 Country Club Drive, Aventura, Florida 33180.

Questions concerning this bid should be directed to:

Indra Sarju, Purchasing Agent
19200 W. Country Club Drive
Aventura, Florida 33180
(305) 466-8925 or Email: sariui@citvofaventura.com

The City will hold a mandatory pre-bid conference with all interested companies on Wednesday, June 9, 2010 at 10:00 A.M. in the Executive Conference Room at the Government center, 19200 W. Country Club Drive, Aventura, Florida 33180. At the meeting, City staff will attempt to answer questions regarding that bid. All questions regarding this Invitation for Bids are due on or before 5:00 PM on Wednesday June 30, 2010. No pleas of ignorance by the bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Aventura or the compensation of the vendor.

SEC.1.7: BID REQUIREMENTS:

Bids must include but need not be limited to five (5) complete sets of the complete Bid Form including Attachments as follows:

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Bidder's Qualifications Form
- Agency References
- Other References
- Vehicle & Equipment List
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Identification Number and Certification

The City provided bid forms must be completed, signed, notarized and certified as to authorization. Forms attachments must be completed using the City provided forms. For the Indemnification Clause Form, the City provided form must be signed and notarized. In addition,

the bid packet shall include one copy of the entire bid document with the bidder's company and initials on each page. Also, one original of the bid bond or cashier's check must be included in the sealed envelope.

SEC.1.8: TIMETABLE FOR REVIEW AND SELECTION:

The written bids will be evaluated by a review committee consisting of employees from the City's Community Service Department and the City Landscape Architect. Based upon this evaluation, the Committee may select one or more companies for further evaluation. A complete background investigation may also be conducted for each proposing company. The Committee and/or City Manager may recommend an agreement with the top ranked company to the City Commission.

It is anticipated that the successful bidder would assume full service responsibilities during the month of October, 2010.

END OF SECTION ONE



SECTION 2

CITY OF AVENTURA INVITATION FOR BIDS FOR PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES BID #10-07-12-2

GENERAL CONDITIONS

2.1: PURPOSE OF BID:

The City of Aventura intends to secure a source of supply(s) of the service needed at the most responsive and responsible price. The City reserves the right to award the bid considered to best serve the City's interests.

2.1.1 Any questions concerning the bid specifications or any required need for clarification should be made by 5:00 PM (est.) on Wednesday June 30, 2010. No plea of ignorance or delay or required need of additional information shall exempt a bidder from submitting his bid on the required date and time of day as publicly noted.

2.1.2 Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of one hundred twenty (120) days from the date of the bid opening unless otherwise stated by the bidder. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the Invitation for Bids will be just cause for rejection as determined by the City.

2.1.3 In the event of any conflicts between provisions contained in the General Conditions (Section 2 of 2.1 through 2.32) and Special Conditions (Section 3 of 3.1 through 3.23), the provisions contained in the Special Conditions shall govern.

2.2: SUBMISSION OF BIDS

2.2.1: Bidders must use the bid form(s) furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.

2.2.2: Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3: GUARANTIES:

No guarantee or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for bid purposes only and will be used for tabulation and presentation of the bid. The City reserves the rights to reasonably increase or decrease quantities as required.

2.4: DELIVERY:

All items shall be delivered F.O.B. destination (i.e. at a specific City of Aventura address), and delivery costs and charges (if any) will be included in the bid price. Exceptions should be noted. When practical, the City may make pick-ups at the vendor's place of business.

2.5: MISTAKES:

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the bidder's risk and errors will not release the bidder from his responsibility as noted herein.

2.6: BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.

2.6.1: Provision of written indication of intent to quote an alternative brand or model number, or designation of objective of the bid will be considered as a quotation in compliance with the specifications as listed, at the discretion of the city, which would best serve the City's interest.

2.7: MATERIAL:

Acceptance of any materials delivered under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

2.8: PRICING:

Prices should be stated in units of quantity specified in the bid specifications. In case of a discrepancy, the City reserves the right to make the final determination at the lower net cost to the City.

2.9: TAXES:

Bidders should not include taxes in bid prices.

2.10: SAFETY STANDARDS:

The BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by materials data safety sheets (M.D.S.S.) when applicable.

2.11: PAYMENTS:

Payment will be made after all supplies, commodities, or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. All invoices must bear the purchase order number.

2.12: LIABILITY, INSURANCE, LICENSES & PERMITS:

Where bidders are required to enter onto City of Aventura property or public right of way to deliver materials or to perform work or services as a result of a bid award, the bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The bidder shall be liable for any damages or loss to the city occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of this contract as a result of the bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Aventura Code, if any. These documents shall be furnished to the City along with the bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the bid and forfeiture of the bid bond.

- 2.12.1 The vendor shall furnish to the Finance Department Director, City of Aventura, 19200 W. Country Club Drive, Aventura, FL 33180, certificate(s) of insurance which indicate that insurance coverages comply with Section 3.15 under Special Conditions of this bid.

2.13: COUNTY LICENSE:

Successful Contractor must obtain a MIAMI-DADE County License for irrigation prior to beginning services under any contract awarded.

2.14: COMPLIANCE WITH LAW:

Bidder shall conduct its operations in compliance with all applicable federal, state, county and local laws; in providing any services hereunder.

2.15: ASSIGNMENT:

The contractor shall not transfer or assign the performance required by this bid to any other entity without prior written consent of the City of Aventura. Any award issued pursuant to this bid invitation and monies which may be payable by City are not assignable except with prior written approval of the City of Aventura.

2.16: AWARD OF BIDS:

The City of Aventura reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel).

Final determination and award of bid(s) shall be made by the City Commission. The successful bidder shall execute a contract for Public Works and Landscape Maintenance Services in a form of contract which is approved by the City Attorney for form and legal sufficiency.

2.17: EVALUATION OF BIDS:

The City, at its discretion, reserves the right to inspect any/all BIDDERS facilities to determine their capability of meeting the City's needs.

2.18: IDENTICAL (TIE BIDS):

Shall be awarded by the City in compliance with Florida Statutes providing for a drug free workplace and also the City of Aventura Ordinance: #96-07 (City Code Sec. 2-255), that is, in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the bid as determined by the City, and result in the bidder holding the City harmless for such rejection.

2.19: PREFERENCE TO LOCAL BUSINESSES:

Pursuant to Section 1, (G), of Ordinance No. 96-07 (City Code Sec. 2-257), "businesses located within the (corporate limits) of the City of Aventura...shall receive a preference bonus of 10% or 10 points during the tabulations of bids".

2.20: HOLD HARMLESS:

ALL BIDDERS shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees for their decision to reject, award or not award a bid, as applicable.

2.21: CANCELLATION:

Failure on the part of the vendor to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

2.22: DISPUTES:

If any dispute concerning a question of fact arises under the contract which results from the final bid award, other than termination for default or convenience, the contractor and the city department responsible for the administration of the contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

2.23: NONCONFORMANCE TO CONTRACT:

The City of Aventura may withhold acceptance of, or reject items of services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at vendor's expense

and redelivered at vendor's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

2.24: DEFAULT PROVISION:

In Case of default by the BIDDER or contractor, the City of Aventura may cancel the service agreements, procure the articles or services from other sources and hold the BIDDER or contractor responsible for any excess costs occasioned or incurred thereby.

2.25: INDEMNIFICATION:

The Contractor shall indemnify, save harmless, and defend the City of Aventura, it's officers, agents and employees against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid and/or from any procurement decision of the City including without limitation, awarding the contract to the contractor.

2.26: SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek and obtain other sources without thereby violating the intent of the contract.

2.27: BID PROTEST PROCEDURE:

Bid protests are governed by Sec. 2-259 of the Aventura City Code.

2.28: CITY'S RIGHTS RESERVED:

The City of Aventura reserves the right to reject all bids or to reject any bid not conforming to this Document, and to waive any irregularity or informality with respect to any bid. The City further reserves the right to request clarification of information submitted and to request additional information from one or more bidders. The City may also negotiate modification to bids deemed to be in the best interest of the City.

2.29: CONE OF SILENCE PROVISION:

A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 (Ordinance 2002-12) "Cone of Silence" is applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:
2. The City Commission, City's professional staff including, but not limited

to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.

C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

D. The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the City Commissioners during any duly noticed public meeting;
- (4) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the City Attorney and his or her staff;
- (7) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (8) Any emergency procurement of goods or services pursuant to City Code;
- (9) Responses to the City's request for clarification or additional information;
- (10) Contract negotiations during any duly noticed public meeting;
- (11) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

E. Please contact the City Attorney for any questions concerning Cone of Silence



compliance.

- F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

2.30: CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Sec. 2-420. Prohibited campaign contributions by vendors. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.

(a) *General, prohibition, disqualification, definitions.*

(1)

- a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.
- b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's General Revenue Fund.

(3)

- a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be disqualified from serving as a vendor with the City for a period of 12 months

from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. Vendor.

1. A "Vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.
2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.
3. "Vendor" shall not include City officers or employees.
4. For purposes of this section, "Vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

a. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to



the City, including, but not limited to, the provision of lobbying services to the City.

- b. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

- (1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five (5) members of the City Commission for a particular transaction after a public hearing, upon finding that:

- a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or
- b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or
- c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or
- d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

- (2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five (5) members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six [6] months) in order for the City to obtain a replacement vendor.

- (3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

- (c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and

posting of an official City vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.
(Ord. No. 2005-14, § 3, 10-11-05)

2.31: PUBLIC ENTITY CRIME/DISQUALIFICATION

Pursuant to Section 287.133(3) (a), Florida Statute all proposers are advised as follows:

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

2.32: CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

2.33 OTHER GOVERNMENTAL AGENCIES

2.33.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.

2.33.2 Further to paragraph 2.33.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).

2.33.3 It is understood and agreed that the City is not in any way a legal party to any contractual agreement made between any other government unit or educational organization and the Awarded Bidder(s) as a result of this IFB.

END OF SECTION 2

SECTION 3

CITY OF AVENTURA INVITATION FOR BIDS FOR PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICES BID #10-07-12-2

SPECIAL CONDITIONS

3.1: SCOPE OF SERVICES:

The work covered by the Specifications herein shall be public works and landscape maintenance services including landscape, irrigation and public right-of-way, including sidewalks, street furniture, parks, athletic fields and facility maintenance as described in the Contract Documents.

3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of three (3) years with an opportunity for the City to extend the contract for one (1) additional three-year period, at the same terms, conditions and specifications (except for the itemized and unit process as contained in the Schedule of Values, which shall be negotiated in good faith) or remain the same and the extension is approved by the City Manager. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify City on/or before 90 days of contract expiration date.

3.3: SCOPE OF WORK

3.3.1 Service Area will be within the City of Aventura rights-of-way, Wm Lehman Causeway, all City parks and athletic fields, Community Recreation Center, Aventura City of Excellence Schools, Aventura Arts & Cultural Center, and Government Center (excluding FDOT right-of-way on Biscayne Boulevard from the southern City limits to the Miami-Dade/Broward County line, northern City limits, including the area on the west side of Biscayne Blvd. along the FEC Railroad, and NE 203rd Street from Biscayne Blvd. to NE 30th Avenue within the City of Aventura. It also excludes the area within the FDOT right-of-way on the east side of Biscayne Boulevard, north and south of NE 203rd Street).

3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT:

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether Federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the performance of this Contract. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), and any laws and regulations issued by Local, County, State or Federal agencies.

3.5 STRIKES AND LOCKOUTS:

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the Contractor's employees, and there will be no lockouts by the Contractor for the duration of this Contract. The Contractor shall make an attempt to obtain from any association representing the Contractor's employees a letter of understanding agreeing to support the City fully in maintaining operations in every way.

Any employee who participates in or promotes an illegal strike, work stoppage, picket while working, slowdown, sick-out or concerted failure to refuse to perform assigned work may be discharged or otherwise disciplined by the Contractor.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the City and the public at large. Accordingly it is understood and agreed that in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law, including attorney's fees and full costs associated with the violation and restoration of service. In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the City, the Contractor and any association representing the Contractor's employees shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

3.6: NO CONTINGENT FEE:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement, without liability, at its discretion.

3.7: ATTORNEY'S FEES:

If the City incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees.

3.8: ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING:

Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for the opening of the bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be posted on Demandstar or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be considered as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each



prospective bidder to verify that he has received all addenda issued before bids are opened. Any questions regarding the specifications may be directed to the Finance Department, Indra Sarju, Purchasing Agent, located at 19200 W. Country Club Drive, Aventura, FL 33180, (305) 466-8925 or email to sarjui@cityofaventura.com. Under no circumstances will the City accept facsimile transmissions in lieu of a sealed bid. Any bids received in the above manner will be deemed unresponsive and a "no bid" will be entered for the bidder.

3.9: BASIS OF AWARD:

Award will be made to the most responsive and responsible bidder. Evaluation criteria, in addition to those contained in Sections 2 of 2.16 through 2.19 of the General Conditions, are the fee proposed, quantity and quality of equipment and qualifications of personnel, experience, and the overall ability to perform the services requested.

3.10: BONDS:

The bidder must include a bid bond in the amount of five percent (5%) of the base bid. Such bond may be in the form of a certified or cashier's check or security bond in the form shown as Appendix 1 to this bid. A company or personal check shall not be deemed a valid Bid Security. In addition, the successful bidder shall furnish a performance bond in the amount of 100% of the total Bid Price, with the City of Aventura as the obligee, as security for the faithful performance of the contract. The bond shall be issued by a satisfactory surety company authorized to do business in the State of Florida and be in the form shown as Appendix 2 to this bid. The Performance Bond shall be in force for the duration of the project.

3.11: BID SECURITY FORFEITED, LIQUIDATED DAMAGES:

Failure to execute a contract in the form prepared by City and to file an acceptable performance bond as provided herein within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by City and the forfeiture of the bid security to the City, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Awards may then be made to the next best responsible bidder or all bids may be rejected, as best meets the needs of the City.

3.12: CONTRACT CONTINUITY:

In the event services are scheduled to end either by contract expiration or by termination by the City of Aventura (at the City's discretion), it shall be incumbent upon the contractor to continue the service, if requested by the City, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.13: COMPLAINTS OR DISPUTES:

The contractor agrees that any complaints received by the City concerning misconduct on the part of the contractor, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Community Services Department for appropriate action. The contractor agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the City shall be final and binding.

3.14: LICENSING:

The successful bidder shall be licensed and certified by all appropriate County, State, and Local agencies. The contractor shall procure at its own expense, all necessary licenses and permits. The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and City.

3.15: INSURANCE:

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be \$1,000,000 per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 for bodily injury and property damage per occurrence.
3. A worker's compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1-3 of the contractor's above required policies of insurance except for the Workers Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of contractor's performance or operations hereunder.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility of Contractor to indemnify, keep and save harmless and defend the City and its officers, employees, agents or

instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the city, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16: CONTRACTOR'S RELATION TO THE CITY:

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respects an agent, servant or employee of the City of Aventura. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

3.17: DISCRIMINATORY PRACTICES:

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The company will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

3.18: OTHER COMPLIANCE:

The contractor shall comply with all requirements of the City's agreements with any other entity which concern the lands upon which the services are to be provided, upon notice from City.

3.19: SUB-CONTRACTORS:

Sub-contractors are subject to compliance with all terms, conditions, and specifications contained herein. All sub-contractors require and are subject to approval by the City of Aventura, at its sole discretion.

3.20: CONFIDENTIALITY

Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". If there is any apparent conflict between Florida's Public records laws and this RFP, the law will prevail.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

3.21: MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

Any modification of a Proposal/Bid by the Proposer shall be submitted to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope shall contain the same information as required for submitting the original Proposal. In addition the envelope shall be marked with a statement that this Proposal replaces the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of a Proposal.

A Bid/Proposal may be withdrawn only by written communication delivered to the Office of the City Manager's or designee prior to the Solicitation Due Date & Time. A Bid/Proposal may also be withdrawn after one-hundred and twenty (120) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Manager's or designee at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.22: LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date & Time or prior to the expiration of One-hundred and twenty (120) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

3.23: TERMINATION OF CONTRACT

The City reserves the right to terminate this any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the City will be relieved of all obligations under said contract. The City will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

END OF SECTION 3

SECTION 4

CITY OF AVENTURA
INVITATION FOR BIDS FOR
PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICES
BID #10-7-12-2

TECHNICAL SPECIFICATIONS

A. LOCATIONS OF WORK

1. Accompanying these specifications is an area map defining areas to be maintained. By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

B. EQUIPMENT

1. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by all applicable laws, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Aventura. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the City and City of Aventura Landscape Architect, prior to award of this bid. The following equipment shall be located at the storage satellite facility in the event of emergencies and be available to the City within the required time frames:

- A. Special equipment required (in addition to Standard Maintenance Equipment). The City, at its' sole discretion, may require that any of the special equipment be located in the satellite storage site as specified herein.

1. The contractor must have in its possession the following equipment at the time of bid submittal. The City reserves the right to require proof of such ownership or lease agreement (at the time of bid submittal) during the bid evaluation process.

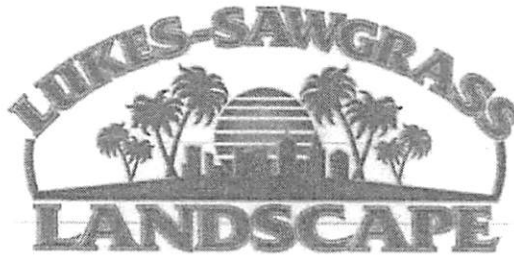
*One (1) 400 gallon portable water sprayer and (1) 2500 PSI pressure washer.

*FDOT Compliant arrow board and 75 FDOT compliant traffic cones.

*250 feet of 48" tall reflective flexible fencing and installation hardware.

*Three (3) fertilizer spreaders.

*One (1) turf aerator, subject to City Landscape Architect and/or City staff



2200 N. 30th Road, Hollywood, Florida 33021
 Phone: 954-431-1111 • Fax: 954-433-1111

COMPANY PROFILE

Lukes-Sawgrass Landscaping employees over 350 full time employees.

The Main Landscape Compound is located at 2200 North 30TH Road, Hollywood, Florida 33021. We also have satellite offices in Boca Raton located at 6300 Park of Commerce Boulevard and Cooper City located at 3920 Northwest 94th Avenue.

Lukes-Sawgrass Landscaping has the vehicles and equipment to generate approximately \$20 million dollars in annual revenue. Our vehicles & equipment include (but are not limited to) the following:

VEHICLES

- | | |
|---|----|
| 1. Grounds Maintenance Dump Trucks: | 55 |
| 2. Grounds Maintenance Trailers: | 35 |
| 3. Landscape Installation Trucks: | 10 |
| 4. Pick up Trucks: | 40 |
| 5. Pest Control / Fertilization Trucks: | 8 |
| 6. Irrigation Trucks / Vans: | 10 |
| 7. Arbor Care Bucket Trucks: | 12 |
| 8. Arbor Care Chip Trucks: | 6 |
| 9. 40 Yd. Prentice Loaders: | 3 |
| 10. 60 Yd. Truck & Trailer Debris Removal | 1 |

EQUIPMENT

- | | |
|-------------------------------|----|
| 1. Arbor Care Chippers: | 10 |
| 2. Arbor Care Stump Grinders: | 4 |
| 3. Aerial Lifts (Polecats): | 3 |
| 4. Backhoes: | 4 |
| 5. Skid Steers: | 6 |
| 6. Komatsu Wheel Loader: | 1 |

GROUNDS MAINTENANCE EQUIPMENT

- | | |
|------------------------|-----|
| 1. Riding Mowers: | 52 |
| 2. Walk Behind Mowers: | 35 |
| 3. Small mowers: | 65 |
| 4. Hedge Trimmers: | 145 |
| 5. Edgers: | 115 |
| 6. Weed Eaters: | 215 |
| 7. Back Pack Blowers: | 85 |

approval.

*Portable Stump Grinder 6" below grade.

* Underground wiring location equipment.

*Two hydraulic bucket-trucks with a reach capacity of no less than 65 feet

*One backhoe-front end loader combination machine (equivalent to a Ford F555 or larger).

*One 24 foot vertical man lift (pole cat or equivalent).

*Two (2) portable brush chippers with 20 cu. yd. capacity storage truck

*Two (2) twenty cubic yard capacity dump trucks.

*Three (3) utility box trucks or vans.

*Two (2) portable gasoline generators 5000w min.

*Two (2) 60" alternative fuel three gang hydrostatic reel mowers (5 blades per reel min.): use of alternate fuels is required; propane, biodiesel, or other approved alternative fuels other than gasoline.

*One (1) 21" minimum alternative fuel reel mowers (5 blades); use of alternate fuels is required; propane, biodiesel, or other approved alternative fuels other than gasoline.

*Two infield groomers (Toro 3040 or approved equal) with dragging/grooming/leveling/and scarifying attachments

*One 250 gallon diesel container for emergencies solely for City use.

*Two (2) fertilizer spreaders

*One skid-steer Loader with the following accessories: Tree Boom, Fork, Bucket and Auger.

*Four (4) Utility carts that can traverse landscaped areas without damaging plants or irrigation.

*Four (4) 48" min. swath riding and four (4) 22" min. swath alternative fuel rotary lawn mowers; use of alternate fuels is required; propane, biodiesel, or other approved alternative fuels other than gasoline.

*Four (4) 16" minimum chain saws, all in good condition.

*A two-way communication system between all of the contractors service vehicles and their main office and CITY personnel.

C. SATELLITE STORAGE AND MOBILIZATION FACILITY

1. The Contractor must operate at least one storage and mobilization site within a five (5) mile radius of the City limits of the City of Aventura, within 60 days of award, as follows:

- A. The storage site may be totally enclosed or may be open and surrounded by a six foot height, lockable, chain-link fence.
- B. The storage site must have a minimum of 3,000 sq. ft. area, with a minimum 1,200 sq. ft. of fully enclosed, lockable, and secure materials storage area, and must be continually available to the contractor and the City for storage use at no charge from the contractor, (including delivery and pick-up charges) for the full duration of this contract. The City reserves the right to inspect this facility prior to award of bid, and at any time during the course of this contract. The contractor will have 60 days to secure the storage site after award of contract.

D. SCOPE OF WORK

1. Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance and equipment. A manicured professionally groomed appearance is the desired result. The City of Aventura requires the highest maintenance standards with the Contractor using the best practices. The Contractor is expected to maintain this project with the highest quality landscape maintenance standards consistent with these specifications which surpass industry standards. The Contractor's work will be inspected by the City and the City's Landscape Architect on a regular basis to assure strict compliance with these specifications. The City's Landscape Architect will meet with the Contractor as needed, but no less than on a monthly basis, to review the overall maintenance. The City's Landscape Architect will make periodic inspections and provide reports indicating items that need to be addressed and the Contractor is responsible to complete in a timely manner and provide status reports.

2. Parks, buildings and facilities maintenance standards: Contractor shall supply all of the necessary materials, supplies, labor, tools, equipment, fuel and other miscellaneous necessities to fully maintain the general condition of the City parks and building facilities to a superior level using the highest and best maintenance practices in the industry. This work shall include, but is not limited to, weeding, mowing, fertilizing, irrigating (including the full maintenance and repair of the system) all landscaped areas, trees, flowers, shrubs, turf maintenance, maintaining and replacing (if necessary) any plants lost due to negligence of the Contractor, removing graffiti, blowing sidewalks daily, pressure cleaning sidewalks, daily removal of all litter, daily cleaning and maintenance of all trash receptacles and outdoor park furniture, daily inspection of all playground and recreational facilities, full maintenance and repair of all parks and recreational facilities, cleaning and maintaining all up-lighting, and fully maintaining all playfields, ball fields and open areas.

3. Right-of-Way maintenance standards: Contractor shall supply all of the necessary materials, supplies, labor, tools, equipment, fuel and other miscellaneous necessities to fully maintain the general condition of the City street medians and right-of-ways and Wm Lehman Causeway, (an FDOT right-of-way) to a superior level using the highest and best maintenance practices in the industry. This work shall include, but is not limited to, weeding, mowing, fertilizing, irrigating (including the full maintenance and repair of the system) all landscaped areas, trees, flowers, shrubs, maintaining and replacing (if necessary)

any plants lost due to negligence of the Contractor, removing graffiti, blowing sidewalks daily, pressure cleaning sidewalks, daily removal of all litter, daily cleaning and maintenance of all trash receptacles, cleaning and maintaining all up-lighting, bus shelter and street appurtenances.

4. Waterways Dog Park maintenance standards: **In addition** to the landscape maintenance standards contained herein, all canine fecal matter shall be picked up and removed twice per day, at 9 AM and again at 1 PM. Trash cans at Dog Park shall be emptied, deodorized and cleaned using deodorant and disinfectant twice per day at the same time fecal matter is removed. Dog Park shall be treated twice per month from November through March, and weekly April through October for insect and pest control purposes, or more often as directed by the City. Alternative methods such as parasitic wasps shall be used as well, as determined by the City, at its discretion.
5. Contractor shall maintain all other areas as required by City during the course of this contract.
6. Contractor shall adhere to City noise ordinances.

E. REGULATIONS AND STANDARDS

1. Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- A. FDOT Florida Department of Transportation
- B. OSHA Occupational Safety and Health Act
- C. EPA Environmental Protection Agency
- D. All State and Federal labor standards and practices, as applicable

F. SAFETY

1. Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractors sole expense.

G. PROFESSIONAL ORGANIZATIONS

1. The Contractor, at a minimum, must be a member, in good standing, of the following organizations:

- A. Florida Nursery, Growers and Landscape Association (FNGLA) – (certification required)
- B. Tree Care Industry Association (TCIA)

2. The Contractor shall provide proof of membership with the bid submittal, and submit concurrent proof of membership annually throughout the duration of the contract.

3. In addition, the Contractor must possess the following licenses and keep them current throughout the term of the contract:

- A. Florida Pest Control Applicator License issued by the State of Florida for Lawn

- and Ornaments.
- B. Irrigation License from Miami-Dade County

H. DEFINITIONS

1. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are required to be pre-approved by the City, at its sole discretion.

2. Maintenance as defined for bid purposes shall include: Litter, trash, and debris removal and disposal; mowing; edging; hedge trimming; tree trimming; Bermuda turf maintenance; raking; sweeping; weeding, aerating, string trimming, herbicide applications including preventive and corrective applications, fertilization, insect control including fire ant control, irrigation system repair, Date Palm maintenance; ball field and play field maintenance; decorative street banner replacement and change-outs, landscape lighting maintenance, including, but not limited to, adjusting of timers and maintaining photo cells, routine painting and maintaining all park and street furniture and structures, including graffiti and daily shopping cart removal and litter pick up and removal seven days per week, as defined by the City. City will provide custom paint.

3. In addition, the Contractor also will be responsible for providing the following public works services with no extra labor, equipment, fuel, or travel charges to the CITY:

- A. Remove dead animals.
- B. Clay infield maintenance and striping of all athletic fields as directed.
- C. Repair backstop netting as directed.
- D. Repair/install temporary chain-link fencing.
- E. Pressure clean City facilities, street furniture, and amenities as directed.
- F. Inspect all water fountains twice per week and submit written reports.
- G. Complete minor carpentry work as directed.
- H. Install, straighten, and remove street and park signage as directed.
- I. Daily sidewalk maintenance, including weed control. Complete minor concrete work as directed.
- J. Clean all catch basins weekly, or as directed during or after rain events.
- K. Use a mechanical sweeper on Don Soffer Exercise Trail five times per week.
- L. Complete minor painting projects as directed.
- M. Complete all park, facility and building maintenance tasks as assigned: including but not limited to; assembling and moving of furniture, chairs, tables, podiums, etc.
- N. Stock all pooper-scooper stations twice per week, or as directed.
- O. Pick up all trash and litter daily (7 days per week) and submit a log indicating estimated amounts in cubic yards per NPDES requirements
- P. Remove all shopping carts from parks, medians, and rights-of-ways and return to owners property daily (7 days per week), or as directed.
- Q. Daily cleaning and graffiti removal for all park and street furniture and utility boxes and vaults. All Plexiglas and glass shall be cleaned daily.
- R. Meet with City staff as directed.
- S. Maintain and install all park and street furniture as directed.
- T. Store excess park and street furniture and other materials as assigned in satellite storage facility.
- U. Perform all other related tasks as directed by the City.
- V. Install decorative banners and flags on poles, including repair of banner arms as

- directed in parks, ROW's, and buildings.
- W. Change lighting lenses and hang Holiday decorations as directed at various City facilities and right of ways.
- X. Maintain tree rings around all trees not to exceed 36". Chemical edging is not permitted.
- Y. Provide miscellaneous foliage as directed by City in wicker baskets for decoration of special events including delivery and pick-up (approximately 150 palms and flowers per year)

I. SPECIAL CONTRACT REQUIREMENTS

1. DUTIES of the OWNER/PRESIDENT/CHIEF EXECUTIVE OFFICER/CHIEF OPERATING OFFICER: This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the CONTRACTOR (without obtaining any approvals from others), regarding the disbursement of any resources needed including but not limited to chemicals, materials, equipment, labor, or otherwise as directed by the CITY. The duties will be performed at no additional labor or travel charges. Person responsible for the City of Aventura shall be a senior level management employee. Project Managers, Foremen, Site Supervisors, etc. are not acceptable.

- a. Shall be available to attend all meetings with the City within 24 hours of notification at no charge or as directed by City.
- b. Shall be on-site a minimum of three days per week during normal business hours for at least 6 hours each day.
- b. Shall be available to the City for plan review and landscape consulting at no charge.
- c. Shall be available to the City within one (1) hour notification for emergencies at all times at no charge, including facility maintenance duties, boarding up facilities, and other work as directed by the City.
- d. Shall be present at all special events, programs and activities as requested by City, and be present at all planning meetings at no charge. Special events are typically held on weekends and evenings, and Contractor shall receive schedule of events. There are typically 12 major events per year.
- e. Shall be present and on-site in the CITY EOC during a natural disaster or emergency, including but not limited to hurricanes, tornadoes, flooding, and other acts of God at no charge.
- f. Shall be available to City for routine, weekly, and as-needed inspections of all landscaped areas at no charge, as directed by City.
- g. Shall be available to the City's Landscape Architect for inspections, reviews, and consultation at no charge.
- h. Shall be available via telephone/electronic communications on a 24/7/365 basis.
- i. Shall produce timesheets of all personnel assigned to the City, on demand.
- j. Shall provide a crew of sixteen (16) people minimum including at least two (2) supervisor level positions to be stationed in the City Monday through Friday from 8 AM to 5 PM, and shall maintain a crew of six (6) people minimum including at least one supervisor level position to be stationed in the City on weekends and holidays from 8 AM to 4 PM. This requirement relates to items contained in the Base Bid specifications only. Contractor shall provide additional crews as necessary to perform all other work.

The City shall require ten (10) days written notice when the officer or owner of the firm will be

out of town, and complete alternate contact information shall be provided at that time, and any alternate shall be pre-approved at the CITY's sole discretion.

2. All of the contractor's employees must wear shirts with orange reflective stripes that identify the company name at all times. Bright orange T-shirts may be substituted at the City's sole discretion on a temporary basis.

3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. All traffic control costs shall be a part of the unit price bid and shall not be paid for separately.

4. The President/Owner (or as specified in paragraph I.1) must be on 24 hour call, at all times, for emergency purposes.

5. The Contractor, on an immediate and first priority basis, shall be able to provide the City minimum of 16 and up to 24 qualified personnel and appropriate equipment on a sustained basis to clear roads, right of ways, and perform any other work as assigned in the event an emergency or an Act of God (i.e. storm, tornado, or hurricane) at all times; or as deemed by the City Manager or his designee. Contractor shall provide sufficient manpower and equipment to provide any emergency landscape services as needed on a 24/7/365 basis with one hour notification from City. Work includes but is not limited to assistance in preparation of facilities prior to storm events, roadway clearing, irrigation repairs, extensive clean-up and disposal activities. If needed, Contractor shall provide housing and provisions for Contractor personnel at their sole expense.

6. The Contractor shall be available to meet with all public utilities to locate all irrigation and hydraulic lines prior to excavation by the utility company. The contractor is to act as the City's representative in order to avoid unnecessary damage to irrigation lines.

7. All street and park furniture, including but not limited to, light poles, bollards, benches, bus and picnic shelters, signs, and trash cans located within the rights-of-ways, parks, and City buildings are to be kept clean, free of graffiti and stains from mineral deposits daily. All trash receptacles are to be emptied on a daily basis, seven days per week, including weekends and holidays. This includes periodic painting and/or polishing as assigned. City shall provide paint.

8. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency and NPDES requirements, and is responsible for all non-compliance penalties.

9. All structures, signs and monuments, located at or in City parks, building exteriors, medians and right-of-ways shall be checked for graffiti and cleaned daily.

10. The Contractor is required to have substantial knowledge and experience to maintain the landscaping and irrigation systems in City parks, buildings, and right-of-ways including medians and high traffic roadways. This experience must include a minimum of five years experience in this type of work, including the maintenance of sub-surface irrigation systems. Proof of such shall be required at bid submittal.

11. Aerial spraying of trees, with the exception of Royal Palms and Ficus, is prohibited due to extensive bird and wildlife habitat located on the golf course.

12. The contractor, at his satellite storage facility, must maintain an adequate supply of lumber for bracing of fallen trees, as follows: All tree stakes shall be marked with the installation date.

1. 2 x 4's x 16' length (minimum quantity - 36)
2. 3 x 5's x 8' length (minimum quantity - 36)

J. CONTRACTOR STAFF TRAINING AND EXPERIENCE

1. The Contractor will provide staff able to perform work at the highest standards of horticultural and landscape maintenance excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, pruning, tree and shrub care, integrated pest management, pesticide application, turf management, parks and irrigation maintenance. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

2. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of ten (10) years combined horticultural education and experience as defined in paragraph J.1. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name to ensure coordination and continuity.

3. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of a Certified Irrigation Technician.

4. All pesticide applications shall be performed by a Contractor (or sub-contractor) licensed and insured as a State of Florida Licensed Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers shall be provided to the City at the time of bid submittal.

5. All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH (except Ficus) will only be performed under the supervision of an ISA certified Arborist. The certified Arborist shall be on site at all times when pruning occurs. Certifications will be provided to the City prior to award of contract.

K. REQUIREMENTS FOR IRRIGATION SYSTEM MAINTENANCE:

1. The Contractor is to be expected to be knowledgeable and familiar with all of the existing irrigation systems at the time of bid submittal and is responsible for the repair of all components to insure continually efficient irrigation. This includes the adjustments of the controllers to insure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District irrigation rules. Contractor is to visually inspect all irrigated areas once per week to identify potential leaks as evidenced by water related plant stress, surface water, broken or damaged equipment, and paved surfaces and walls affected by irrigation spray. Visually inspect all valves, filters, and backflow preventers

for malfunction or damage and repair as needed. All valve boxes are to be flush with existing grade to prevent tripping hazard. Contractor shall adjust as needed. In addition, Contractor is to perform "wet tests" at least twice per month, or more frequently as required by the City, at its sole discretion, including meter readings to measure and verify the integrity of irrigation systems at least twice per month. On the first day of each month, reports shall be submitted to City in writing indicating proper operation of each zone, required repairs, and additional costs (if required) and updated run time per zone.

2. The irrigation system within a major portion of the City is a conventional, above-ground, city water irrigation system fed by numerous City water meters. The irrigation system consists of Toro solenoid valves, Febco and Watts vacuum breakers, (5) Toro Monitor II controllers, (5) Rainbird ESP controllers, (26) Toro Custom Command controllers, (1) Hunter ICC controller, (2) LEIT Solar Powered controllers and (1) Rainbird TBOS battery controller, Toro and Rainbird spray heads and rotor heads.

3. All valves, controllers, heads, and other components must be maintained on a regular basis at no additional charge. This will include, but not be limited to, the adjustment of the throw of water of irrigation heads so as to minimize or eliminate the throw of water onto the public roadway, sidewalks and buildings, and the checking of breaks.

4. All irrigation breaks or malfunctions must be repaired by the Contractor within 24 hours notification by City (including weekends). This includes all vehicular damage to irrigation and/or landscape materials. Furthermore, all damages noticed by Contractor shall be reported to City within 24 hours.

6. Irrigation repairs and maintenance shall not be sub-contracted. Contractor shall have sufficient labor, materials, tools, equipment, and qualified and certified supervision to adequately maintain irrigation systems to City's specifications and be approved by the City's Landscape Architect and/or City's staff. Contractor shall not charge City labor charges, vehicle fuel, or travel charges for routine repairs, inspections, and maintenance.

L. PUMPING STATIONS FOR COUNTRY CLUB DRIVE AND AVENTURA BOULEVARD:

1. The irrigation water is fed from the adjacent lake. Water runs from the lake to a filtration tank. The filtration tank consists of 3 aluminum screens that are graduated in decreasing size (these screens are to be cleaned on a weekly basis). From the filtration well the water goes to the pumping tank.

2. The pumping and filtration tanks will need to be monitored regularly for sediment build-up. A jet-vac may be required to adequately clean sediment build-up. Failure to monitor this sediment build-up will result in system failure and repairs shall be at Contractor's sole expense.

3. The pumping station is an Aquaturf pumping station powered by twin 25 HP, vertical turbine pumps that create a fully pressurized system.

4. All timing sequences are to be set as to not exceed a velocity of 5 feet per second. This is mandatory in order to prevent excessive main-line pipe wear.

5. All valves, flow meters, electrical controls, micro-switches, Clayton valves, and other

components must be maintained on a regular basis and records must be kept on a monthly basis, regarding water consumption. This information is to be supplied to the City in case warranty repair work on the turbine pumps is required. In addition, and based on an agreement with the South Florida Water Management District, water consumption must be monitored so as to not exceed the allotted monthly usage, and records submitted monthly to City in the form of a written report monitoring daily water usage.

6. Due to debris that is present in the lake water, daily inspections and/or adjustments are required for the Clayton valves. Failure to do so will cause excessive line pressure and/or line failure.

7. Contractor must monitor water consumption from Turnberry Isle Lakes and meet monthly with the Turnberry Isle Golf Course Superintendent to review monthly usage and allotment.

8. Contractor will be responsible to repair all main-line breaks due to over-pressurization of system.

9. The Y-strainer must be kept clean and free of debris.

M. IRRIGATION REPLACEMENT, REPAIR & RETRO-FITTING

1. The contractor, at his expense, will be responsible for the proper replacement, repair, or retrofitting of all irrigation components. The wholesale cost of parts only will be borne by the City, with proper documentation and approval by the City's Landscape Architect and/or City's staff. Labor costs will be paid by the City at the contract approved hourly rates only if the work is required after normal business hours.

2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City. If a change to the installation or material will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization, in writing, to make the change from the City.

3. Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by City.

N. DELIVERY, STORAGE, AND HANDLING

1. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time. Store in manner to prevent wetting and deterioration.

O. FERTILIZER REQUIREMENTS

1. Contractor shall adhere to the fertilizer programs described below. The intent is to use the minimum amount of fertilizers necessary to produce a healthy, vigorous and attractive landscape. Contractor shall perform a soil fertility test at least twice per year or before major fertilization as designated below. The soil samples shall be taken in a variety of locations (12 minimum) to determine the need for soil/plant nutrients before applying the fertilizer. The primary goal is to apply fertilizer only if the soil is without adequate nutrients for plant vigor. The fertilization needs may be adjusted based on the results of the soil sampling and prior approval by the City.



Soil testing will be performed at no additional cost to City. Submit copies of soil test to City and City's Landscape Architect prior to start of fertilization. Based on soil testing, fertilization composition and frequency may need to be adjusted. Contractor to submit fertilization schedule to City and City's Landscape Architect.

P. MATERIALS

1. Fertilizer and insect/disease control materials (all rates as established by accepted horticultural standards, manufacturer's recommendations, soil testing, and as approved by City's Landscape Architect). The Contractor shall submit records monthly to City and City's Landscape Architect indicating areas fertilized, rates and date accomplished. Contractor shall apply additional fertilizer or soil amendments as needed to keep lawn and turf in a healthy, green, weed free and nutrient rich condition at no additional charge. The following schedule is a outlines a minimum of applications.

A. St. Augustine lawns for parks and R.O.W.'s

1. February - Apply granular 20-0-20 with Atrazine or approved equal.
2. May - Apply liquid 16-4-8 with micro-nutrients and Telstar or equal insect control.
3. September - Apply liquid 16-4-8 with micro-nutrients and Telstar or equal insect control.
4. December - Apply granular 20-0-10 with Atrazine.
5. The Spring thru Fall application rates for lawn areas will vary according to weather and environmental conditions, but typically average 75 granular pounds per 1000 sq. ft.

B. Palms (except Phoenix Dactylifera and Phoenix Canariensis Date Palms)

1. Apply four applications per year (at quarterly intervals) of liquid 16-4-8 with micro-nutrients and granular 13-3-13 with micro-nutrients.
2. The time of the applications will coincide with the lawn applications.
3. The liquid and granular applications will alternate throughout the year (2 applications of liquid and 2 of granular).
4. Supplemental Manganese Sulfate and Sul-po-mag may be required to correct nutrient deficiency.
5. For granular application, broadcast 5 lbs. under dripline of fronds for palms 25-35' ht. and 7 lbs. for palms 35'-60' height. For root drench, apply 5 gallons up to 35' ht. and 7 gallons for palms 35'-60' height.
6. For distressed palms, a root injection application of 5 gallons may be required using 4 injection sights around the dripline at equal spacing with 400 to 600 PSI pump up to 35' ht. palms. For palms 35' - 60' ht. use 7 gallons with 6 injection sights, equal spacing. Chemicals shall be checked for compatibility with fertilizer following manufacturer's recommendations.
7. OTC (Lethal Yellowing) injections, as required.

C. Trees

1. Three applications per year of 13-3-13 granular fertilizer or approved



equal.

D. Shrubs and Groundcover

1. Four applications per year (each three months). Flowering shrubs are to receive applications of granular 8-10-10 SCU with micro-nutrients supplemented with liquid 16-4-8 with micro-nutrients. Non-flowering shrubs are to receive applications of granular and liquid 16-4-8 with micro-nutrients. All Ixora species shall receive TRI-NITE (or equivalent) w/minor elements fertilizer.

E. Seasonal Color

1. Apply one initial and one "mid-term" application of Nutricote total 70 day 13-3-13 fertilizer for each seasonal color planting.
2. Apply Snapshot pre-emergent herbicide to seasonal color planting bed at each seasonal color change.

F. Phoenix Dactylifera (Date Palms)

1. Fertilization: Palms to be fertilized four times per year in the months of February, May, August, and November. Fertilizer to be 12-6-8 SCU with minor elements. The rate of application shall be 10 pounds per palm per application.
2. Disease Control: Three times per year all palms will be treated with a systematic fungicide(s) which is labeled for Fusarium, Pithium, and Phythophthora. These applications will be performed as a root drench during the months of March, July, and November and are considered to be preventive maintenance.
3. Observation: It shall be the contractor's obligation to perform regular monthly inspections of the palms and report to the City any site condition which may be detrimental to the health and vitality of the palms. Further, the Contractor is responsible to report the development of disease or other problems along with recommended solutions. These reports are to be written and should be received by the City no later than ten days after each inspection. It is required that the City be notified in advance of planned activities in order to allow them to witness and record the applications.

- G. Inspect and disease activity, other than Date Palms, will be treated on an "as-needed" basis upon inspection. Required service calls and treatment between scheduled maintenance will be at Contractor's expense.

Q. **HERBICIDES/PESTICIDES:** All herbicide/pesticide applications will be applied only by a State of Florida and Dade County licensed pesticide applicator. Proof of license must be supplied to City prior to award of Contract. All MSTD data and other available documentation must be supplied to the City prior to any application. Application schedules shall be submitted to the City 10 days prior for approval.

1. Trees and palms within lawn area: No chemical edging is allowed. Do not spray tree/shrub

leaves, suckers, or open wounds. Do not use weed-eater for trees and palms within lawn area.
(Do not spray herbicide near Phoenix Date Palms).

2. All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through the use of herbicide.

R. PREVENTIVE SPRAY FOR INSECT CONTROL

1. Turf and lawns: Spray all turf and lawn areas as required, for control of all chinch bugs, army worms, sod webworm, mole crickets, fungus, and other pests. Spraying shall be accomplished (at Contractor's expense) by State of Florida and Dade County licensed pesticide control company, using Integrated Pest Management Principles.

2. Shrubs: Spray shrubs and ground cover (excluding bougainvillea), as needed, with Orthene by Ortho Manufacturing Company. Follow manufacturer's instructions for application, using Integrated Pest Management Principles.

3. OTC (Lethal Yellowing) injections: Upon evidence of lethal yellowing, immediately begin (4) gram injection, per palm, of OTC tree injection formula (Tree Saver Inc. or equal). Follow manufacturer's recommendations re: injection method and frequency.

4. Red Eye Royal Palm Bug: Upon evidence of deterioration of the head of the palm, begin a 5 gallon per palm soil drench with Merrit soil drench. Perform a second soil drench within 21 days. Follow manufacturer's recommendations re: installation methods. It is the responsibility of the Contractor to perform monthly evaluations of all Royal Palms to keep them healthy.

In some heavy infestations, a foliar application of Cygon is recommended for immediate results. Drench head of palm until runoff occurs and repeat foliar spray within 21 days.

5. Ficus White Fly: Upon evidence of deterioration of the Ficus Benjamina and written approval by City's Landscape Architect along with the City's written authorization, begin a foliar spray with Imidacloprid Insecticide (which goes by trade names such as Merit) at a rate of 1.5 fl. Oz. (45 ml) per 100 gallons of water of all of the Ficus Benjamina within the City (excluding Biscayne Boulevard and NE 203rd Street). This spray is to include a high analysis liquid fertilizer with micronutrients to stimulate growth and create strong and new root vigor. Recommended fertilizer is 28-0-0 with micro 350 chelated. A non-ionic surfactant is to be used with all foliar sprays to improve performance of the active spray ingredient and to provide more uniform distribution on leaf surface. If deemed necessary and approved by City, following the foliar spray, apply a liquid root drench with Imidacloprid Insecticide (which goes by trade names such as Merit) at the rate of .1 to .2 fl. Oz. (3-6 ml) per foot of shrub height that will also include a high analysis liquid fertilizer with micronutrients. Recommended fertilizer is 28-0-0 with micro 350 chelated micronutrients. Follow manufacturer's recommendations re: installation methods. The locations of Ficus benjamina trees and shrubs are as follows: Yacht Club Drive, NE 37th Ave., NE 207th St., Williams Island Blvd., NE 190th Street, NE 31st Ave., Waterways Dog Park, Veteran's Park, Founder's Park and Country Club Drive.

NOTWITHSTANDING ANY LANGUAGE IN THIS CONTRACT, ALL CHEMICAL APPLICATIONS SHALL REQUIRE WRITTEN APPROVAL BY CITY PRIOR TO APPLICATION. CONTRACTOR SHALL SUBMIT YEARLY, QUARTERLY, AND MONTHLY CALENDARS FOR APPROVAL PURPOSES RELATING TO CHEMICAL

APPLICATIONS AND LOCATIONS.

S. MOWERS AND EDGERS

1. All mowers shall be adjusted to 2 1/2" or 3" cutting height as directed by CITY, shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.
2. All riding or stand behind mowers shall be powered by alternative fuels other than gasoline such as propane, bio-diesel, and other approved alternative fuels. Push type mowers should be alternative fuel powered. All mowers must be mulching-type mowers with no discharge allowed, or all clipping must be manually removed.
3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City at its sole discretion. All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.
4. Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

T. MULCH

1. Grade 'A' shredded Certified Premium Gold mulch (provide evidence of type and grade of mulch, to City, prior to delivery, for approval by City's Landscape Architect).
2. Mulch all planting areas not covered by shrubs, ground cover, or existing mulch (two times per year, or as directed by City), so as to effect a 2.5" mulch depth. Keep mulch 6" away from tree and palm trunks.

U. TURF AND LAWN MAINTENANCE STANDARDS AND PRACTICES

1. Mowing of lawn areas (not including Bermuda turf)
 - A. Pick up and dispose of litter within all areas to be maintained (not limited to bags, cans, and paper) prior to mowing. Contractor shall recycle whenever possible.
 - B. Use string trimmer for areas not accessible to mowing equipment. Trim around poles, guardrails, and other fixed objects within road right-of-way.
 - C. Mow and edge all lawn areas every ten (10) days from October 1 thru April 1 and every seven (7) days from April 1 thru October 1 (44 cuts minimum), or more frequently as needed to maintain a neat and, clean appearance; or as directed by City.
 - D. Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.
 - E. Weekend mowing is not allowed unless specifically authorized in writing by the City, however, daily (7 days per week) cleanup, as defined in these specifications.



is required. The Government Center and City of Excellence Schools shall be mowed only on Saturdays.

- F. Wind-row mowing patterns are not permitted.
- G. Only rotary mowers are acceptable with a minimum swath of cut of 60", alternative fuels are required.

2. Bermuda turf mowing and maintenance standards, practices, and requirements:

- A. Mow and maintain all Bermuda turf not to exceed 1" height or as directed by the City, with a reel type mower. Remove all clippings and thatch after each cut. Cutting blades and bedknife shall be washed down before and after each use to prevent the spread of spores, weed seeds and other contaminants. Reel mowers shall be kept in good repair and blades sharpened weekly. Mow and edge all Bermuda turf a minimum of two times per week, including weekends (104 cuts). Turf shall be cross-cut.
- B. Contractor shall be required to provide documentation demonstrating at least five years of knowledge, experience and competency in maintaining Celebration (or equal) Bermuda turf included with the bid documents at the time of bid submittal.
- C. Use 'Choice' (or approved equal) mole cricket control (on Bermuda turf) annually during the month of May. Follow manufacturer's instructions for application methods and amounts. Turf shall maintained to remain 100% pest free year round.
- D. Apply fungicides at the first symptoms of fungal presence in turf or lawn. Follow manufacturer's instructions for application methods and amounts. Turf shall be maintained to remain 100% fungus free year round.
- E. For fungus control of Bermuda turf, use (2) applications of Pendulum or Ronstar, (or approved equal). The first application is to occur in March and the second application is to occur in September.
- F. For weed control of all Bermuda turf, use (2) applications of Pendulum or Ronstar (or approved equal) or as needed to maintain a 95% weed free turf. The first application is to occur in March and the second application is to occur in September. Follow manufacturer's instructions with all herbicide applications.
- G. Bermuda turf shall be vibrant, healthy, green, thatch free and nutrient rich at all times; at the City's sole discretion. Apply quality commercial fertilizer and soil amendments to maintain best horticultural practices and standards for major and minor nutrients, and optimum soil pH levels year round to ensure healthy and vibrant Bermuda turf as defined by the City, at its sole discretion. Contractor shall contract with A&L Laboratories, Pompano Beach, Florida, (954) 972-3255, to complete (6) soil analyses per year to verify the major and minor element requirements as well as pH levels, and adjust fertilizer application and soil amendments as needed to maintain year round healthy and vibrant turf, subject to City approval. Submit all soil analyses to City for review by City Landscape

Architect. Winter ryegrass applications for all Bermuda turf are prohibited.

- H. Aerate all Bermuda turf with turf aerator 16 times per year minimum to maintain a thatch free environment. Coordinate dates for this work with the City.

3. Maintaining clay infields

- A. Irrigate, drag, grade, smooth and stripe all clay infields as needed (days to be determined by City, including Sundays). For striping, use Plus5 athletic marker. City will advise contractor of additional field preparation as needed. Tamp mound area at least two times per week and fill in existing holes with available clay (supplied by Contractor) and firm the area with a hand tamp. Add acceptable clay/sand mix as needed to maintain a safe surface at all times.
- B. Maintain all clay infields to the highest standards using the best practices; including installing pitchers plates, home plates, bases, base plates, stanchions, and related hardware to City dimensions, requirements and standards.

4. Edging

- A. Edge mechanically as required, to maintain a neat, clean appearance. Chemical edging is prohibited throughout City.
- B. Maintain shape of planting beds and tree rings as originally designed.

5. Trimming

- A. Lift all trees over 20' height and adjacent to walks and vehicular areas to a minimum of 12' of clear trunk. Maintain minimum of 8' clear trunk for all other trees.
- B. Trim shrubs and ground cover, as needed, to meet the criteria set forth in FDOT Index 546 (latest revision), which mandates a maximum height of 24" from top of adjacent pavement. Cut back overgrowth of shrubs and trees that extends into the road right-of-way preventing clear line of sight.
- C. Trim mangroves from all areas as needed. Contractor is responsible for obtaining any required permits and licenses from DERM and other agencies.
- D. Remove dead and dying fronds from all palms, as needed, for clean appearance. Never remove fronds that do not hang below a line parallel to the ground. The hurricane or candle cut pruning of palms is not allowed. Remove sprouts or stems to maintain single trunk on single-trunk trees. Fronds removed should be severed close to the petiole base without damaging live trunk tissue. Do not over-prune palms by removing live green fronds. Use no climbing spikes. Never pull or rip off fronds.
- E. Trim Coconut Palms three times per year to remove lower hanging fronds and fruit, or more often as directed by City's Landscape Architect.

- F. Selectively trim existing trees in accordance with Tree Care Industry Association and Miami-Dade County standards and practices, to maintain a minimum of 8 feet of clear trunk. Remove suckers, shoots, and dead or dying branches. All tree, palm, and shrub pruning is included in this contract.
- G. Trim Phoenix Dactylifera (Date Palm) two times per year (May and October) to remove Date Palm seeds and lower fronds, as directed by City's Landscape Architect. When trimming Date Palms completely dip trimming utensils in a solution of 50% chlorine and 50% water prior to moving to adjacent palm. Prior to hurricane season (May to June), trim Date Palms as follows: Trim seed stalks cutting the stems to within 6" of trunk and two lowest sets of fronds on palms that have been established on site for more than two years. Follow with a 10 gallon soil drench on Date Palms utilizing Subdue or Chip-co Aillette. Follow manufacturer's recommendations.
- H. Do no major tree or shrub pruning between November 1st and March 15th, unless requested by City.
- I. Maintain integrity of original design when trimming. Do not box plants whose habits of growth do not lend itself to this type of trimming.
- J. Use no machete for trimming. No plant material shall be trimmed using weed eaters.
- K. Maintain trees along south side NE 185th Street away from power lines per FPL requirements.
- L. Haul away and properly dispose of all trimming debris, at contractor's expense.

6. Weeding

- A. Hand-pull weeds in shrub and ground cover area, as needed to maintain a clean appearance.
- B. Apply only approved herbicides, as needed to control weeds in parks, medians, sidewalks, decorative pavers, bullnoses, curb, catch basins, and gutter areas.
- C. Trees and palms within lawn area: Do not use string trimmers adjacent to trunks in order to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling, at each maintenance visit. Nut sedges shall be controlled by a product formulated specifically for their eradication. No green weeds shall be visible in any landscaped beds on the final day of each month.
- D. Haul away all trimming debris from site, and properly dispose of at contractor's expense.

7. Clean-up

- A. Using a mechanized low-decibel blower remove all debris from all walks, drives, roads, synthetic turf, and pedestrian areas as often as requested by City.

- B. Remove all excess soil, trimmings, debris, and equipment from site after each visit.
- C. Remove surface debris from top of catch basin grates. Contractor to report to City any visible blockage inside catch basins.
- D. Empty and dispose of contents of all trash containers on a daily basis, including weekends and holidays. Contractor is responsible for disposal of all trash in accord with all Federal, State, and local regulations.
- E. All debris removed from the City of Aventura is to be disposed of at an EPA and State of Florida approved dumping site, at Contractor's expense. Contractor to provide City with report every month detailing total cubic yards of debris and trash collected from right of ways and streets.

V. PAYMENT

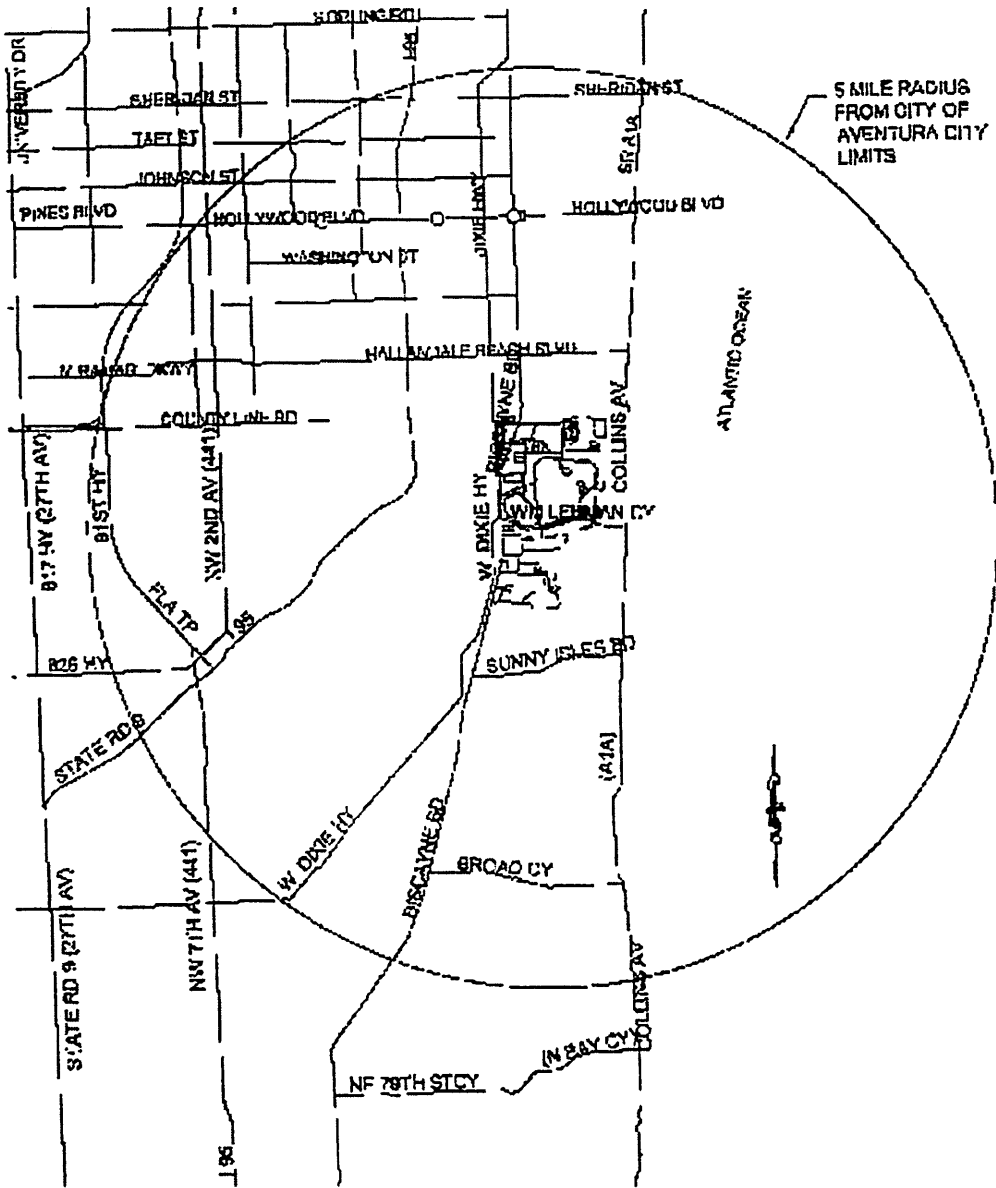
1. The payment process begins when the contractor notifies the Director of Community Services or designee of work completed.
2. The contractor is to notify the Director of Community Services or designees office by 9:00 a.m. of the following work day regarding work areas completed. Following such notice, the City shall inspect the maintenance area indicated within 24 hours. If the contractor's performance does not show completion of maintenance items previously described, the City shall request, and require corrective action to be taken at no charge to the City.
3. Payment for work shall be authorized upon evidence of completion, and will occur on a monthly basis. Payment will be made by the 20th of the month for work completed the previous month provided all tasks and duties are satisfactorily completed, in the City's sole discretion.
4. Any additional work requested within the scope of work shall be charged at the cost per cut or unit price rate. The contractor will be given at least 24 hours notice prior to a call for service.

5. NON-CONFORMANCE TO CONTRACT CONDITIONS:

The City of Aventura may withhold payment or reject areas which are found, upon examination, not to meet the specification requirements. Upon written notifications of rejection, subject areas shall be rectified within five (5) calendar days by the Contractor at his expense. Rejected areas left longer than fifteen (15) calendar days will be regarded as abandoned. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet service schedules, may result in the Contractor being held in default and shall authorize the City to terminate the contract upon notice to the Contractor.

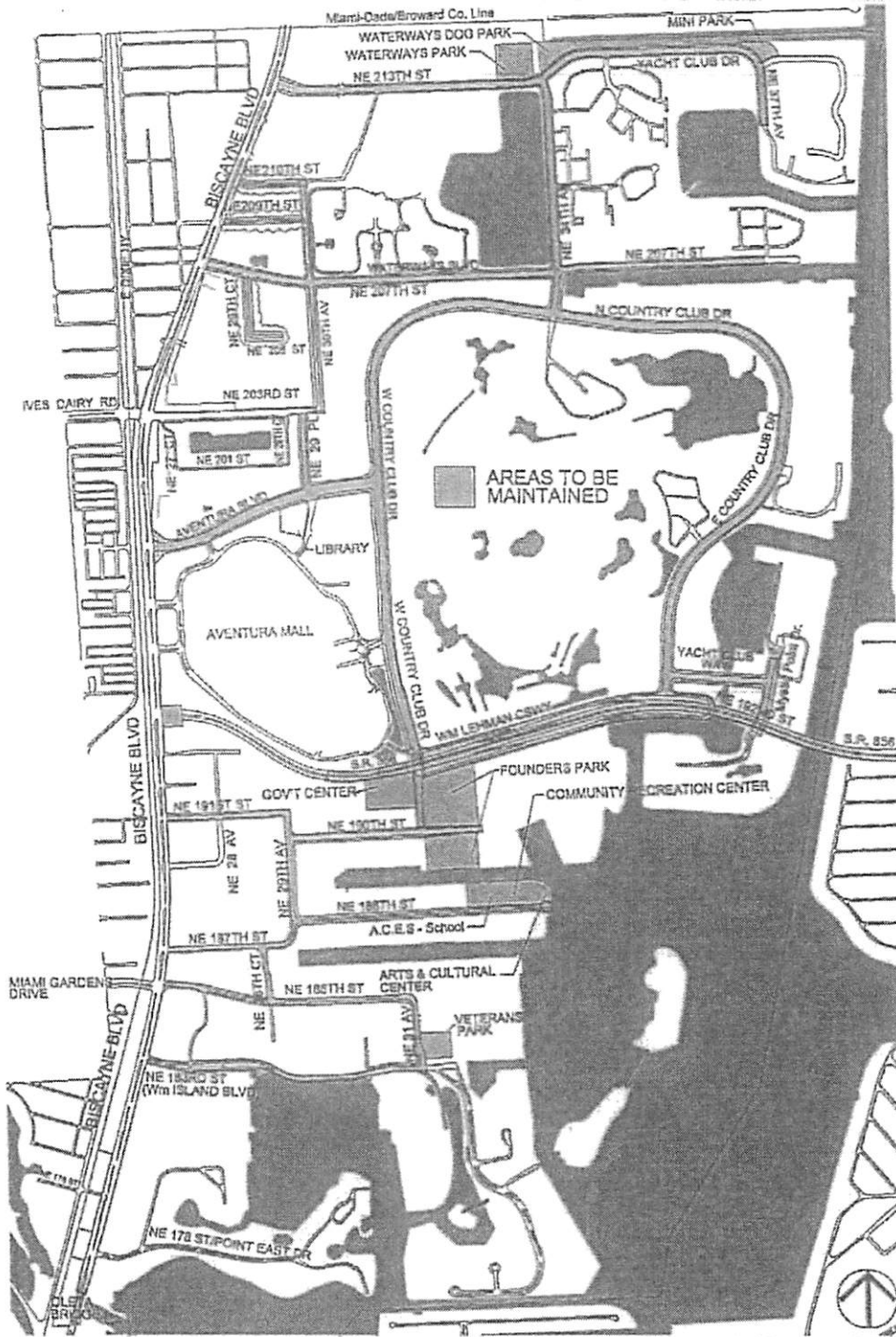
END OF SECTION 4





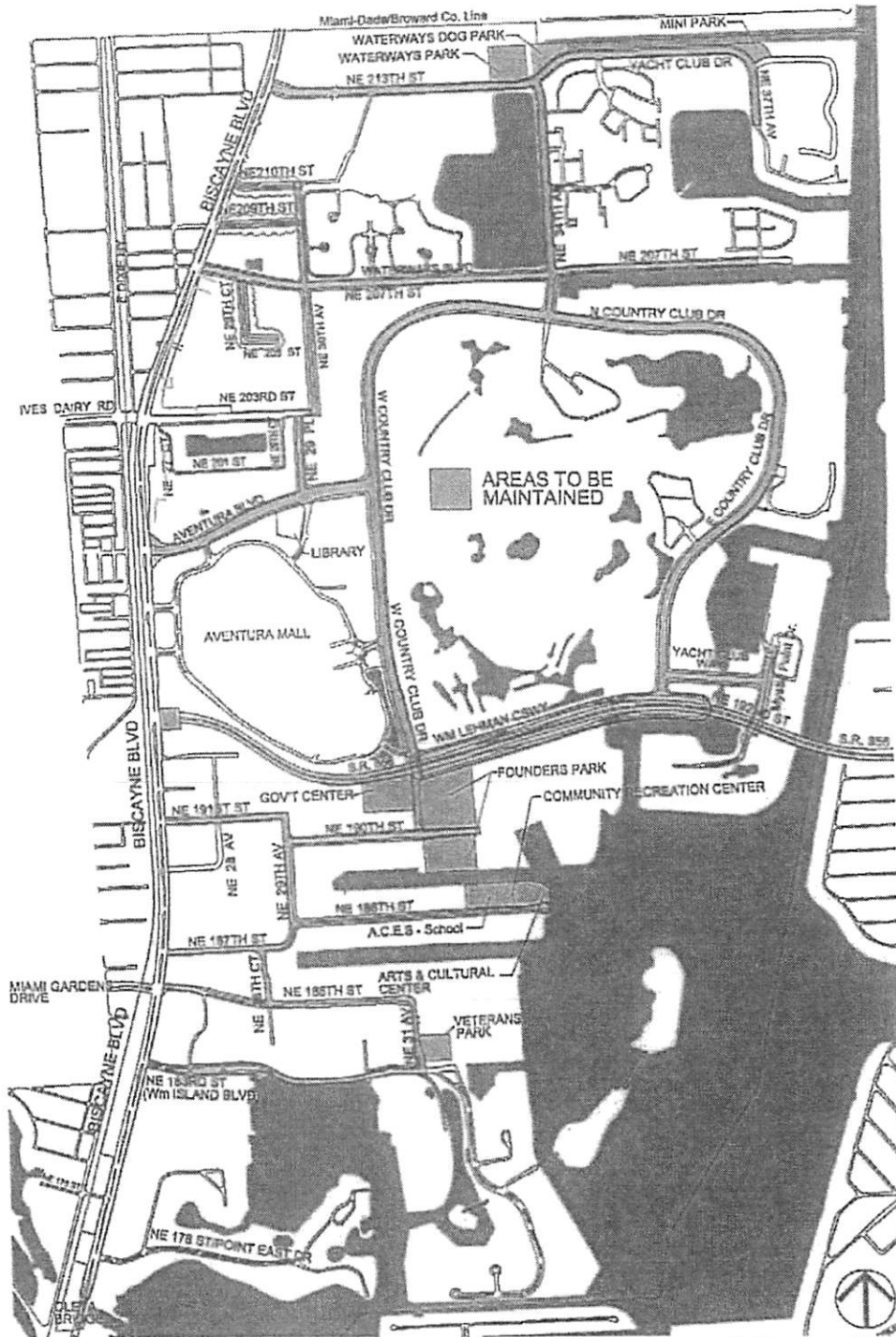
SATELLITE STORAGE AND MOBILIZATION FACILITY
WITHIN 5 MILE RADIUS OF THE CITY OF AVENTURA LIMITS

THE CITY OF AVENTURA



Addendum No. 1

THE CITY OF AVENTURA



Addendum No. 1

PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICE AREAS

Parks, Buildings and Facilities:

Founders Park (*North & South sides of NE 190th Street*)
Veterans Park
Waterways Park
Waterways Dog Park
Yacht Club Drive Mini Park

**Aventura Government Center
(ROUTINE MAINTENANCE ON SATURDAYS ONLY)**

**Aventura City of Excellence Schools: playfields, artificial turf and hard top areas.
(ROUTINE MAINTENANCE ON SATURDAYS ONLY)**

**Aventura Arts & Cultural Center
(ROUTINE MAINTENANCE DAYS TO BE SCHEDULED WITH CITY)**

**Community Recreation Center including Arthur Snyder Memorial Park
(ROUTINE MAINTENANCE ON SATURDAYS ONLY)**

Medians and Rights-of-Way:

NE 213th Street from *Biscayne Boulevard* to NE 34th Ave.
Yacht Club Drive from NE 34th Ave. to NE 37th Ave.
NE 37th Avenue from *Yacht Club Dr.* to end
NE 34th Avenue from *N. Country Club Dr.* to NE 213th St.
NE 207th Street from *Biscayne Blvd.* to East end
NE 30th Avenue from NE 203rd St. to North end
NE 29th Place from *Aventura Blvd.* to NE 203rd St.
Aventura Boulevard (including entrance features) from *Biscayne Blvd.* to *W. Country Club Dr.*
West, North and East Country Club Drive (including Don Soffer Exercise Trail)
SR 856 (Wm Lehman Causeway) from *West Country Club Dr.* to *Intracoastal Waterway* (North & South sides including mowing), South embankment planting area West of *W. Country Club Drive* and median at intersection of *Biscayne Blvd.*
Yacht Club Way from *East Country Club Dr.* to *Mystic Point Dr.*
Mystic Point Dr. (*Turnberry Way* north to gatehouse and south to *Mystic Pointe gatehouse*)
NE 191st Street from *Biscayne Blvd.* to NE 29th Ave.
NE 190th Street from NE 29th Ave. to East end
NE 29th Avenue from NE 187th St. to NE 191st St.
NE 188th Street from NE 29th Ave. to East end
NE 187th Street from *Biscayne Blvd.* to NE 29th Ave.
NE 28th Court from NE 185th St. to NE 187th St.
NE 185th Street from NE 28th Ct. to NE 31st Avenue
Miami Gardens Dr. Extension from *Biscayne Blvd.* to NE 28th Ct.
NE 31st Avenue from NE 185th St. to NE 183rd St.
NE 183rd Street (Wm Island Boulevard) from *Biscayne Blvd.* to NE 31st Ave.
NE 209th Street from *Biscayne Blvd.* to NE 30th Avenue
NE 210th Street from *Biscayne Blvd.* to NE 30th Avenue
NE 29th Court from NE 205th St. to NE 207th Street
NE 205th Street from NE 29th Ct. to East end

BID FORM

**CITY OF AVENTURA
INVITATION FOR BIDS
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES
BID #10-07-12-2**

I hereby propose to furnish the goods and services specified in the Invitation for Bid. I agree that my bid will remain firm for a period of 120 days after bid opened by the City in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid; no officer, employee or agent of the City of Aventura or any other bidder has an interest in said bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # 1 Dated 7-2-2010
Addendum # Dated
Addendum # Dated

Attached hereto are the following forms/documents which form a part of this bid:

Attachments

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Bidder's Qualifications Form
- Agency References
- Other References
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
 On Public Entity Crimes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Tax Identification and Certification

LUKES-SAWGRASS
Name of Bidding Company

BY [Signature]
Signature

JEROME PALAZZOLO - PRESIDENT
Name & Title, Typed or Printed

2200 N. 30 Road, Hollywood, FL 33021
Mailing Address

JPALAZZO10@LUKES-SAWGRASS.BIZ
Email Address

Sworn to and subscribed before me
This 7 day of
July, 2010

[Signature]
Notary Public
State of FLORIDA
My Commission Expired: _____

NOTARY PUBLIC-STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT. 19, 2011
BONDED THIRD PARTY NOTARIES

City, State, Zip Code

(954) 239-4213
Telephone Number

Attest: [Signature]

SEAL
(if Corporation)

BIDDER'S NAME: JEROME PALAZZOLO
COMPANY NAME: LUKES-SAWGRASS

[Signature]

N/A

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

RESPONDENT'S CERTIFICATION

**CERTIFICATE
(if Joint Venture)**

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20__, the following resolution was duly passed and adopted:

"RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20__, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20____

Secretary

(SEAL)



**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

RESPONDENT'S CERTIFICATION

**CERTIFICATE
(if Corporation)**

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Board of Directors of the LUKES-SAWGRASS LANDSCAPE a corporation existing under the laws of the State of FLORIDA, held on _____, 20____, the following resolution was duly passed and adopted:

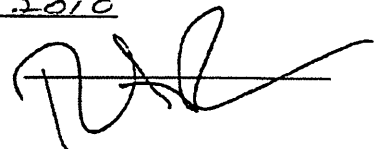
RESOLVED, that, as SECRETARY of the Corporation, be and is hereby authorized to execute the proposal dated, JULY 7, 2010 to the City of Aventura from this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation on this the 7th of JULY, 2010

Secretary

(SEAL)



N/A

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

RESPONDENT'S CERTIFICATION

**CERTIFICATE
(if Partnership)**

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to the City of Aventura from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20____

Secretary

(SEAL)

[Handwritten signature]

N/A

CITY OF AVENTURA
"NO BID or PROPOSAL" RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

CITY OF AVENTURA

We have declined to propose on IFB #10-07-12-2, for the following reasons:

- We do not offer this service/product
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond/insurance requirements
- Specifications unclear (please explain below)
- Other (please specify below)

REMARKS _____

Jerome Palazzolo - President
Typed Name and Title

Lukes-Sawgrass
Company Name

2200 N. 30 ROAD, HOLLYWOOD, FL
Address

954-431-1111 954-433-1111
Business Phone Fax Number

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

**SCHEDULE OF VALUES
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, delivered, placed, and accepted by the City. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, delivered, placed, and accepted by the City.

ITEM #	Item	TOTAL COST PER 12 MONTHS
1	All City parks and building facilities within the scope of this project	\$471,224.40
2	All medians and right-of-ways within the scope of this project	\$232,095.60
3	Seasonal Color Replacement, 4 1/2" pot with Atlas 3000 topsoil, full 71,500 x 3 changes per year	Unit price shall be delivered and in-place: includes removal of prior season's flowers, fertilization and pre-emergent herbicide as per specifications. \$ 1.18 x 214,500 per year = \$253,110.00 TOTAL
4	Merit Soil Drench for Royal Palms (One application per year)	Per Application \$ 5.00 x 417 Royal Palms = \$ 2,085.00 TOTAL
5	Cygon Foliar Spray for Royal Palms (One application per year)	Per Application \$ 5.00 x 417 Royal Palms = \$ 2,085.00 TOTAL
6	Phoenix Dactylifera Maintenance (Three applications per year)	Per Application \$ 40.00 x 120 Date Palms x 3 = \$ 14,400.00 TOTAL
BASE BID	TOTAL BASE BID Total of Items 1 through 6 constitute the Base Bid	\$ 975,000.00 BASE BID TOTAL

ADDITIONAL SCHEDULE OF VALUES

A	One Landscape Superintendent	Per Hour 8:00 a.m.-5:00 p.m., Mon.-Fri. = \$ 27.50
		Per Hour for all other times = \$ 41.95
B	One Landscape Laborer	Per Hour 8:00 a.m.-5:00 p.m., Mon.-Fri. = \$ 18.00
		Per Hour for all other times = \$ 27.00
C	One Front-End loader with Backhoe including Operator	Per Hour = \$ 50.00
		Per Day = \$ 400.00
		Per Week = \$ 1,600.00
		Per Month = \$ 4,800.00
D	One min. 15,000 GVM Dump Truck with Operator	Per Hour = \$ 35.00.
		Per Day = \$ 280.00
		Per Week = \$ 1,400.00
		Per Month = \$ 4,800.00
E	Rate for (1) water tank, min. 500 gal. capacity, with pump and hose reel	Per Day = \$ 150.00
		Per Week = \$ 750.00
		Per Month = \$ 3,000.00
F	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = \$ 35.00
G	Rate for Trap Sand delivered and installed in place	Per CY = \$ 50.00
H	Coconut Palm OTC Injection	Per Palm Per Injection = \$ 14.00
I	One Irrigation Repair Specialist	Per Hour 8:00 a.m.-5:00 p.m., Mon.-Fri. = \$ 35.00
		Per Hour for all other times = \$ 50.00
J	One Irrigation Laborer	Per Hour 8:00 a.m.-5:00 p.m., Mon.-Fri. = \$ 18.00
		Per Hour for all other times = \$ 27.00



K	Rate for self propelled 24" Deep x 6" Wide Trencher with Operator	Per Hour = \$ 37.50 Per Week = \$ 1,350.00 Per Month = \$ 5,400.00
L	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = \$ 35.00 Per Day = \$ 280.00 Per Week = \$ 1,400.00 Per Month = \$ 4,800.00
M	Solid St. Augustine "Floritam" Sod in place for lawn repair (includes initial irrigating)	Per Square Foot = \$.40
N	500 Sq. Ft. palette of St. Augustine "Floritam" sod delivered and installed per City direction	Per Palette = \$ 200.00
O	Gold Premium Shredded Mulch, Grade "A" or better delivered and installed in place	Per 100 cubic yards delivered and installed in place: \$ 2,850.00
P	Fibar System 300 delivered and installed in place for exercise stations parks	Per CY installed = \$ 75.00 c.y.
Q	Foliar Spray to combat Ficus Whitefly (locations per specifications)	Per Application = \$ 1.75 PER L.F.
R	Drench to combat Ficus Whitefly(locations per specifications)	Per Application = \$ 25.00 PER TREE UP TO 12" DIAMETER
S	Atlas 3000 Soil Mix	Per cu. yd. in place = \$ 41.20
T	Plant 3 Gal. Chrysobalanus icaco 'Red Tip' (Red Tip Cocoplum) and remove old plantings; add topsoil and fertilize	Per Plant in place = \$ 9.00
U	Plant 3 Gal. Conocarpus erectus 'Sericeus' (Silver Buttonwood) and remove old plantings; add topsoil and fertilize	Per Plant in place = \$ 9.00

V	Plant 3 Gal. Conocarpus erectus (Green Buttonwood) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 9.00
W	Plant 3 Gal. Duranta erecta 'Gold Mound' (Gold Mound Duranta) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 9.00
X	Plant 3 Gal. Ficus microcarpa 'Green Island' (Green Island Ficus) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 11.00
Y	Plant 3 Gal. Ixora 'Nora Grant' (Pink Ixora) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 10.00
Z	Plant 3 Gal. Ixora Petite (Red Taiwan Dwarf Ixora) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 10.00
AA	Plant 3 Gal. Jasminum volubile (Wax Jasmine) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 9.00
BB	Plant 3 Gal. Pittosporum tobira 'Variegata' (Variegated Pittosporum) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 9.00
CC	Plant 3 Gal. Ruellia brittoniana (Mexican Bluebell) and remove old plantings; add topsoil and fertilize	Per Plant in place = S 9.00
DD	Plant 3 Gal. Schefflera arboricola 'Trinette' (Arboricola) and remove old plantings; add topsoil fertilize	Per Plant in place = S 10.00
EE	Plant 7 Gal. Clusia guttifera (Small-Leaf Clusia) and remove old plantings; add topsoil & fertilize	Per Plant in place = S 35.00

FF	Plant 7 Gal. Bougainvillea glabra (Bougainvillea) and remove old plantings; add topsoil & fertilize; color to be selected by City	Per Plant in place= S 51.25
GG	Plant 3 Gal. Coccoloba uvifera (Seagrape) and remove old plantings; add topsoil & fertilize	Per Plant in place= S 10.00
HH	Plant 3 Gal. Hamelia patens 'Compacta' (Dwarf Firebush) and remove old plantings; add topsoil & fertilize	Per Plant in place= S 9.00
II	Plant 3 Gal. Philodendron 'Xanadu' (Xanadu) and remove old plantings; add topsoil & fertilize	Per Plant in place= S 10.00
JJ	Plant 3 Gal. Tripsacum floridana (Dwarf Fakahatchee) and remove old plantings; add topsoil & fertilize	Per Plant in place= S 9.00

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACT EXTENSIONS: The City of Aventura hereby requests bids for a three (3) year contract for supplies and services. In addition, the City reserves the right to extend this contract for one additional three (3) year term, providing both parties agree, that all the terms, conditions and specifications except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in faith) remain the same and the extension is approved by the City Manager.

BIDDER OFFERING FIRM PRICES FOR THE INITIAL THREE YEAR CONTRACT PERIOD:

YES X NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR A SECOND THREE YEAR TERM: YES X NO _____

Jerome Palazzolo, President
Bidder Name and Title

LUKES-SAWGRASS
Company Name

2200 N. 30 ROAD, HOLLYWOOD, FL 33021
Address

954-431-1111
Phone

954-433-1111
Facsimile Number

J.PALAZZOLO@LUKES-SAWGRASS.BIZ
Email Address

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

PROPOSER'S QUALIFICATIONS

(Page 1 of 4)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Bid.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: LUKES' LANDSCAPING, INC

Address: 2200 N. 30 ROAD

HOLLYWOOD, FLORIDA 33021

Principals: FEROME PALAZZOLO Titles: PRESIDENT

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida? YES X NO

b. List Principals Licensed:

Name(s): KEN KUZNICK Title: MANAGER - IRRIGATION SVC
TIM MAILER - DIRECTOR PEST CONTROL SVC
DAVID VAUGHN - ISA CERTIFIED ARBORIST

Remarks: _____

3. How long has your company been in business and so licensed? 36 YEARS

PROPOSER'S QUALIFICATIONS (continued)

(Page 2 of 4)

4. Number of employees? 250 +
5. Number of employees assigned to this project? 22 +
6. If Proposer is an individual, corporation or a partnership, answer the following:
- a. Date of Organization 1972
 - b. Name, address and ownership units of all partners:
N/A

 - c. State whether general or limited partnership: N/A
 - d. State whether a corporation YES. Date and place of incorporation
Florida, 1972
- If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.
N/A

7. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
8. How many years has your organization been in business under its present business name?
36 YEARS

- a. Under what other former names has your organization operated?

9. Has your company ever failed to complete a bonded obligation or to complete a contract?
YES _____ NO

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 4)

- a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting parties and disposition of matter:

N/A

- b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

NO

10. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

JASON PILLIANT - 4YR DEGREE - HORTICULTURE
ROGER FINK - GOLF COURSE SUPERINTENDANT
SEE ATTACHED - 67A

- b. State the name of the individual(s) who will have personal supervision of the work, and what experience they have in supervising landscape maintenance:

JEROME PALAZZOLO - 18 YEARS OF COMMERCIAL
LANDSCAPING, SUPERVISE OVER 500 EMPLOYEES,
WORKING WITH MUNICIPALITIES

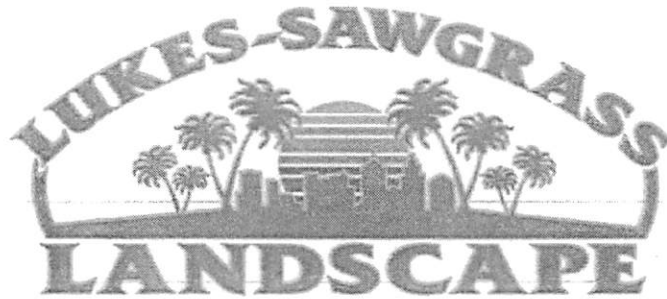
11. List name and title of persons in your company who are authorized to enter into a contract with the City of Aventura, Florida for the proposed work should your company be the successful Proposer.

Name JEROME PALAZZOLO

Title PRESIDENT

10. Describe your Company's experience in providing services to other agencies similar to the comprehensive service to be provided herein.

CONTRACT WITH CITY OF AVENTURA SINCE INCEPTION
CURRENT CONTRACT WITH CITY OF SUNNY ISLES BCH
6 YEARS UNDER CONTRACT WITH BAL HARBOUR
CURRENTLY UNDER CONTRACT WITH
67 SOUTHWEST RANCHES



PROPOSED MANAGEMENT PLAN

# OF STAFF	KEY PERSONNEL	OPERATIONAL NARRATIVE
1	BRANCH MANAGER	<ul style="list-style-type: none"> • Oversees all operations. • Oversees contractual compliance and adherence. • Maintains complete decision-making authority on behalf of contractor. • Assures complete communication systems.
1	ACCOUNT MANAGER	<ul style="list-style-type: none"> • Oversees operations of all crews and staff assigned to property. • Assures full provision of equipment, resources and support for site-based operation. • Assures proper and complete communication with client for both contractual compliance and enhancements.
1	SITE SUPERVISOR	<ul style="list-style-type: none"> • Will be direct "point of contact" for property representative. • Available 24-hours per day via cellular phone and e-mail by blackberry. • Will perform daily check-ins and weekly meetings with property representative. • Will perform daily quality control inspection on property. • Maintains complete decision-making authority for on-field operations.
15	MOWING CREW	<ul style="list-style-type: none"> • Assures proper timely completion of mowing, edging and trimming processes. • Fully staffed mowing crews will assure on time completion of contracted mowing schedule. • Crew supervisor will perform quality control inspections of all mowing operations. • Full equipment list is provided with this proposal.
2	PEST CONTROL & FERTILIZATION TECHNICIANS	<ul style="list-style-type: none"> • Licensed applicators in lawn and ornamental to apply pesticides as needed. • Will apply a company-designed application cycle of both granular and liquid products. • Will perform weekly Integrated Pest Management (IPM) service visits to assure pro-active results to emerged pest problems. • Will operate state-of-the-art, high-pressure tanker trucks and power spreader granular application equipment. • Full equipment list for application specialty equipment is provided with this proposal.

67-A

# OF STAFF	KEY PERSONNEL	OPERATIONAL NARRATIVE
4	SITE BASED DETAIL CREW	<ul style="list-style-type: none"> Assigned to the property on a full-time basis as "staff gardeners" for property specific needs. Will perform daily weeding and pruning rotations throughout property planter beds. Will apply weed control products in all planter beds and pavement joints. Crew Supervisor will lead site-based employees through assuring proper pruning and weeding practices. Will perform litter removal operations on a daily basis.
6	LANDSCAPE INSTALLATION CREW	<ul style="list-style-type: none"> Will perform contract-specified applications of mulch material in planter beds. Will haul mulch on property in large dump trucks and operate front-end loading equipment to assure quick and professional application of mulch material. Will perform installation of contractual seasonal color installation rotations. Will perform installations of approved landscape material replacements and enhancements.
1	WATER TRUCK OPERATOR	<ul style="list-style-type: none"> Will assure proper operation of company-owned 2,000 gallon watering truck and portable pumping system.
3	ARBOR CARE CREW	<ul style="list-style-type: none"> Under the direction of a staff Certified Arborist, will perform all selective and structural pruning practices on all varieties of trees on property. Will perform all skilled climbing operations and will operate high-powered chippers and bucket trucks.
2	IRRIGATION REPAIR TECHNICIANS	<ul style="list-style-type: none"> Under the direction of a Licensed Irrigation Contractor, will perform comprehensive irrigation maintenance inspections according to contract frequency. Will generate detailed reports outlining inspection results and necessary irrigation repairs. Will assure proper irrigation controller settings to comply with municipal watering restrictions. Will perform repair of all irrigation deficiencies. Will be on call for emergency service calls on a 24-hour per day, 7-day per week availability basis.
4	ENHANCEMENT CREW	<ul style="list-style-type: none"> Will perform all unscheduled property enhancement and repairs. Will operate all equipment necessary to perform property enhancement and repairs.

PROPOSER'S QUALIFICATIONS (continued)

(Page 4 of 4)

11. List the following information concerning all contracts in progress as of the date of submission of this Bid (in case of joint venture, list the information for all joint ventures.) If none, write "none".

Project Name	Owner	Total Contract Value	Contracted Date of Completion	Percentage of Completion (to date)
PARKS & ROW	CITY OF AVEN	1.2 mil	9-30-2010	90%
BISCAYNE BLVD	CITY OF AVEN	447,000. ⁰⁰	9-30-2010	15%
CITY OF SUNNY ISLES	SUNNY ISLES BEACH	500,000. ⁰⁰	12-31-2010	50%
PARKS & ROW	SOUTHWEST RANCHES	300,000. ⁰⁰	12-31-2010	50%

12. Has the Bidder or his/her representative inspected the public right-of-way and does the Bidder have a complete plan for its performance? YES

13. Will you sub-contract any part of this work? Is so, give details including a list of each Sub-Contractor that will perform work and the work that will be performed by each Sub-Contractor.

Classification of Work

Name and Address of Sub-contractor

Horticulturist

ROGER FINIK-954-290-6448

8419 ALLISTER BLVD W.

PALM BEACH GARDENS, FL

33418

JEROME PALAZZOLO, PRESIDENT

Bidder Name and Title

LUKE SAWGRASS

Company Name

2200 N. 30 ROAD, HOLLYWOOD, FL 33021

Address

954-431-1111

Phone

AGENCY REFERENCES

BIDDER's shall submit as a part of their bid package, list of Agency, Address, Telephone & Fax Numbers, and Contact person at the Department of all Governmental Agencies for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: CITY OF AVENTURA - PARKS & ROW

Contact Name:

AIAN LEVINE

*Address: 19200 W. COUNTRY CLUB DRIVE,
AVENTURA, FLORIDA 33180

*Telephone No.: 305-466-8901 *Fax No.: 305-466-8939

Cell Phone No.: 305-218-6844 Email: LEVINE.A@CITYOFAVENTURA.COM

Date of Contract: 2004

.....

Name: BISCAYNE BOULEVARD ROW

Contact Name:

AIAN LEVINE

*Address: 19200 W. COUNTRY CLUB DRIVE
AVENTURA, FLORIDA 33180

*Telephone No.: 305-466-8901 *Fax No.: 305-466-8939

Cell Phone No.: 305-218-6844 Email: LEVINE.A@CITYOFAVENTURA.COM

Date of Contract: 2003

AGENCY REFERENCES cont.

Name: Sunny ISLES BEACH
Contact Name:
MARLEN MARTEL
*Address: 18070 COLLINS AVENUE
Sunny ISLES BEACH, Florida 33160
*Telephone No.: 305-947-0606 *Fax No.: 305-792-1614
Cell Phone No.: NOT AVAILABLE Email: MMARTEL@SIBFL.NET
Date of Contract: 2004

Name: Town of Southwest Ranches
Contact Name:
DECEMBER DE LAURENTIS
*Address: 6589 SW 160 AVENUE
SOUTHWEST RANCHES, FL
*Telephone No.: 954-434-0008 *Fax No.: 954-434-1490
Cell Phone No.: NOT AVAILABLE Email: D.LAURETANO@SOUTHWEST
Date of Contract: 2007 RANCHES.ORG

Name: Village of BAI HARBOR
Contact Name:
ALFRED TRAPEDA
*Address: 655 - 96 AVENUE
BAI HARBOR, Florida 33154
*Telephone No.: 305-866-5000 *Fax No.: 305-993-5284
Cell Phone No.: NOT AVAILABLE Email: MANAGER@baiharbour
Date of Contract: 2004 FLORIDA.COM

OTHER REFERENCES

BIDDER's shall submit as a part of their bid package, Agency, Address, Telephone & Fax Numbers, and Contact person at Department of all Non-Governmental entities for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: AVENTURE MAI
Contact Name: _____
OSCAR PACHECO
*Address: 19501 BISCAYNE BOULEVARD
AVENTURA, FLORIDA 33180
*Telephone No.: 305-935-1110 *Fax No.: 305-935-4185
Cell Phone No.: NOT AVAILABLE Email: _____
Date of Contract: 2002

.....

Name: THE PENINSULA MOA
Contact Name: _____
Stoney Welsh
*Address: 3301 N.E. 183 STREET
AVENTURA, FLORIDA 33180
*Telephone No.: 305-682-4000 *Fax No.: 305-682-4001
Cell Phone No.: NOT AVAILABLE Email: MANAGER@THEPENINSULA.
2008 com

OTHER REFERENCES cont.

Name: Twenty-Six Hundred Building
Contact Name: DIANNE HARARI
*Address: 2600 Williams Island Blvd
Aventura, Florida, 33160
*Telephone No.: 305-937-2006 *Fax No.: 305-937-0098
Cell Phone No.: not available Email: WT2600@aol.com
Date of Contract: 1998

Name: Seven Thousand Building
Contact Name: Pat Pisano
*Address: 7000 Williams Island Boulevard
Aventura, Fl 33160
*Telephone No.: 305-931-7716 *Fax No.: 305-931-7748
Cell Phone No.: not available Email: ptpisano@hotmail.com
Date of Contract: 1999

Name: HARBOR ISLANDS
Contact Name: DANA Altman
*Address: 980 HARBOR ISLAND DRIVE
Hollywood, Fl 33019
*Telephone No.: 954-454-1662 *Fax No.: 954-454-2243
Cell Phone No.: not available Email: hipoa@comcast.net
Date of Contract: 2000

PROJECT NAME: City of Aventura Parks & Road

PROPOSER'S QUALIFICATIONS

Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00) per year in the past five (5) years.

Project Name: City of Aventura Grounds Maintenance Service
Client Name: City of Aventura
Address: 19200 West Country Club Drive, Aventura, Florida 33180
Contact Person: Alan Levine
Contact telephone number: 305-218-6844

Project Name: Biscayne Boulevard Right of Way
Client Name: City of Aventura
Address: 19200 West Country Club Drive, Aventura, Florida 33180
Contact Person: Alan Levine
Contact telephone number: 305-218-6844

Project Name: City of Sunny Isles Beach
Client Name: City of Sunny Isles Beach
Address: 18070 Collins Avenue, Sunny Isles Beach, Florida 33160
Contact Person: Marlen Martel
Contact telephone number: 305-947-0606

Project Name: Doral Isles Grounds Maintenance Service
Client Name: Doral Isles Community Association
Address: 6450 Northwest 110th Avenue, Doral, Florida 33178
Contact Person: Abigail Sanchez
Contact telephone number: 305-436-0912 or 786-506-4022

Proposer's name: Jerome Palazzolo, President

LUKES-SAWGRASS LANDSCAPING

PROJECT NAME: City of Adventure Parks & ROW

PROPOSER'S QUALIFICATIONS

Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00) per year in the past five (5) years.

Project Name: Village of Bal Harbour Grounds Maintenance Service

Client Name: Village of Bal Harbour

Address: 655 96th Street, Bal Harbour, Florida 33154

Contact Person: Alfred Trapeda

Contact telephone number: 305-866-5000

Project Name: Doral Isles Grounds Maintenance Service

Client Name: Doral Isles Community Association

Address: 6450 Northwest 110th Avenue, Doral, Florida 33178

Contact Person: Abigail Sanches

Contact telephone number: 305-436-0912 or 786-506-4022

Project Name: Kings Point Grounds Maintenance Service

Client Name: Kings Point C/O Prime Property Management

Address: 6300 Park Commerce Boulevard, Boca Raton, Florida 33487

Contact Person: Arnie Bernstein

Contact telephone number: 561-251-9204

Project Name: Harbor Islands POA Grounds Maintenance Service

Client Name: Harbor Islands Property Owner's Association

Address: 655 Harbor Islands Boulevard

Contact Person: Dana Altman

Contact telephone number: 954-454-1662

Proposer's name: Jerome Palazzolo, President

LUKES-SAWGRASS LANDSCAPING

PROJECT NAME: City of Aventura Parks & ROW

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the last five (5) years.

Project Name: City of Aventura Grounds Maintenance Service
Client Name: City of Aventura
Address: 19200 West Country Club Drive, Aventura, Florida 33180
Contact Person: Alan Levine Contact Phone Number: 305-218-6844

Project Name: Biscayne Boulevard Right of Way Grounds Maintenance Service
Client Name: City of Aventura
Address: 19200 West Country Club Drive, Aventura, Florida 33180
Contact Person: Alan Levine Contact Phone Number: 305-218-6844

Project Name: City of Sunny Isles Beach Grounds Maintenance Service
Client Name: City of Sunny Isles Beach
Address: 18070 Collins Avenue, Sunny Isles Beach, Florida 33160
Contact Person: Marlen Martel Contact Phone Number: 305-947-0606

Project Name: Village of Bal Harbour Grounds Maintenance Service
Client Name: Village of Bal Harbour
Address: 655- 96th Street, Bal Harbour, Florida 33154
Contact Person: Alfred Trapeda Contact Phone Number: 305-866-5000

Project Name: Town of Southwest Ranches Grounds Maintenance Service
Client Name: Town of Southwest Ranches
Address: 6589 Southwest 160th Avenue, Southwest Ranches, Florida 33330
Contact Person: December Laurentano-Haines Contact Phone Number: 954-434-0008

Proposer's name: Jerome Palazzolo, President

LUKES-SAWGRASS LANDSCAPING

N/A

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

BID EXCEPTION FORM

(See Bid Form)

The Company wishes to take exception to the following items:

Page	Item	Costs
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Jerome Palazzolo, President
Bidder Name and Title

LUKES-SAWGRASS
Company Name

2200 N. 30 ROAD, HOLLYWOOD, FL 33021
Address

954-431-1111
Phone

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of Aventura and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Jerome Palazzo [Signature] 7-7-2010
Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Jerome Palazzo who, after first being sworn by me, affixed his/her
[Name of individual signing]
signature in the space provided above on this 7 day of July, 2010.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT. 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Handwritten mark]

**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 OFFICAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF AVENTURA, FLORIDA

By: JEROME PALAZZO, PRESIDENT
(print individual's name and title)

For: LUKES SAWGRASS
(print name of entity submitting sworn statement)

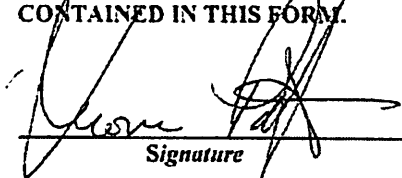
whose business address is: 2200 N. 30 Road, Hollywood, FL 33021

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-158733
(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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 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, and 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 7 day July, 2010

Personally known Jerome Palazzolo

OR _____ Name of Notary
 Produced identification _____ Notary Public - State of FLORIDA



NOTARY PUBLIC STATE OF FLORIDA
 Kurt V. Ingram
 Commission # DD723885
 Expires: OCT. 19, 2011
 BONDED THRU ATLANTIC BONDING CO., INC.



BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, Jerome Palazzo, being first duly sworn
 State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

59-1587233
 Federal Employer Identification Number (If none, Social Security Number)

LUKES-SAWGRASS, INC
 Name of Entity, Individual, Partners or Corporation

2200 N. 30 ROAD, HOLLYWOOD, FL 33021
 Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>The Continental Group, Inc</u>	<u>2950 N. 28 TERRACE HOLLYWOOD, FL 33021</u>	<u>100%</u>
_____		%
_____		%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City arc (Post Office addresses are not acceptable), as follows:

N/A

Jerome Palazzolo
Signature of Affiant

7-7-2010
Date

JEROME PALAZZOLO
Print Name

Sworn to and subscribed before me this 7 day of July, 20 10.

~~Personally known~~ Jerome Palazzolo

OR _____ *Notary Public*

Produced identification _____ *Notary Public - State of* FL

_____ *Type of identification* My Commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT. 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Printed, typed or stamped commissioned

[Handwritten mark]

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.



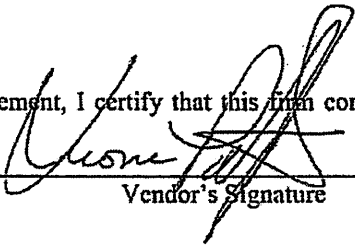
DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

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



Vendor's Signature



CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES

IFB #10-07-12-2

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA Fl }
 } SS:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Aventura, its elected officials, and TEROME PALAZZOLO or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]
Title: PRESIDENT

Sworn and subscribed before this

7 day of July, 2010

[Signature]
Notary Public, State of Florida

(Printed Name) NOTARY PUBLIC-STATE OF FLORIDA.
Kurt V. Ingram
Commission #DD723885
Expires: OCT. 19, 2011
My commission expires: BONDED THRU ATLANTIC BONDING CO., INC.

[Handwritten mark]

**CITY OF AVENTURA
INVITATION FOR BID
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES**

IFB #10-07-12-2

NON-COLLUSIVE AFFIDAVIT

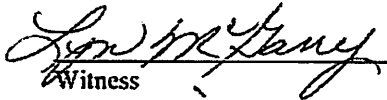
STATE OF FLORIDA *FL* }
 } SS:
COUNTY OF *BROWARD* }

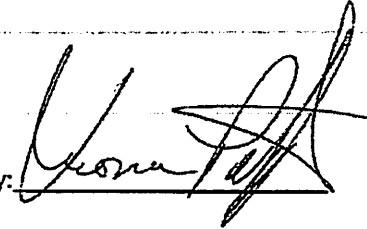
JEROME PALAZZO being first duly sworn, deposes and says that:

- a) He/she is the *PRESIDENT* (Owner, Partner, Officer, Representative or Agent) of *LUKES-SAWGRASS* the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:


Witness

By: 


Witness

Jerome Palazzolo
(Printed Name)

PRESIDENT
(Title)



NON-COLLUSIVE AFFIDAVIT (continued)

ACKNOWLEDGMENT

STATE OF FLORIDA FI }
 } SS:
COUNTY OF BLOWARD }

BEFORE ME, the undersigned authority personally appeared Jerome Palazzolo to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Jerome Palazzolo executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 7 day of July, 2010.

My Commission Expires:

[Signature]
Notary Public State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
Kurt V. Ingram
Commission # DD723885
Expires: OCT. 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Handwritten mark]

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: Public Works & Landscape Maintenance Services, Bid # _____, in accordance with the Contract Documents.

The City has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bid and Instruction to Bidders.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten days from the date of this Notice, the City will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

Dated this _____ day of _____, 20 _____.

BY: _____

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD

is hereby acknowledged by _____

_____ day of _____, 20 _____

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

APPENDIX 2

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION: Public Works and Landscape Maintenance Services, Bid # _____, in accordance with the Contract Documents,

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____.

City of Aventura

BY: _____
TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____
_____ day of _____, 20__

BY: _____
TITLE: _____

You are required to return an acknowledged copy of this Notice to Proceed to the City.

END OF SECTION

APPENDIX 3

BID BOND

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Aventura, a municipal corporation of the State of Florida in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 2010

For: PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the principal shall properly execute and deliver to said City the appropriate contract documents (Contract for Services, Performance Bond, Insurance, etc.), and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said CITY may accept such BID; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 2010, the name and the corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)
Corporation, Individual or Partnership Principal)

By: _____
(Contractor)

ATTEST:

Secretary (If Corporation)

(Business Address)

(City/State/Zip)

(Business Phone)

By: _____
(Surety)

By: _____ (SEAL)
(Attorney-in-Fact)

By: _____
(Registered Florida Agent for Surety)

IMPORTANT Surety companies executing bond must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

PERFORMANCE BOND FOR PUBLIC WORKS & LANDSCAPE MAINTENANCE CONTRACT

KNOWING ALL MEN BY THESE PRESENTS, that _____, As Principal, and _____, as Surety, are held and firmly bound unto City of Aventura, Florida (herein "the Obligee") in the penal sum of _____ (\$ _____) dollars lawful money of the United States of America for the payment of which sum of money, the principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the principal has contracted with the Obligee to provide _____, pursuant to contract of _____, 2010, (the "Contractor");

WHEREAS, pursuant to the Contract, the Principal is required to provide to Obligee a guarantee for the full and faithful performance by Principal of the Obligations imposed by this contract.

NOW, THEREFORE, the conditions of this Bond are such, that if the above bounded Principal shall in all respects comply with the terms and conditions of the Contract and principal's obligations thereunder, and shall indemnify and save harmless the said Obligee against or from all costs, expense, damage, injury, or loss to which the said Obligee may be subjected by reason of any wrongdoing, misconduct, want or care of skill, negligence or default on the part of said Principal, its agents or employees, in the performance of the Contract, then this Bond shall be void, otherwise to remain in full force in effect.

This Bond shall remain in full force and effect for a period commencing upon the effective date of the Contract and ending one (1) year after termination or expiration of the Contract. All suits at law or in equity to recover on this Bond must be instituted within twelve (12) months after the expiration of the Bond as referred to hereinabove.

IN WITNESS WHEREOF, the said _____, As Principal herein has caused these presents to be signed in its name by _____, its President or Vice President and attested by _____, its Secretary or Assistant Secretary under its Corporate Seal, and the said _____, as Surety herein has caused these presents to be signed in its name by _____, its Attorney-in-Fact, and its Corporate Seal duly attached by _____, its Attorney-in-Fact, hereunto affixed this day of _____, in the year 2010. ATTEST CONTRACTOR

BY: _____

BY: _____

TITLE

(SEAL)

ATTEST:

BY: _____

TITLE

BY: _____
SURETY

(SEAL)

BY:
ATTORNEY-IN-FACT

BY _____
Registered Florida
Agent for Surety

Approved as to form and sufficiency
By City Attorney on behalf of the
Obligee City this _____ day of
_____, 2010.

BY: _____
Weiss Scrota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney, by
David M. Wolpin, Esq.

[Handwritten signature]

FORM 1041-9 (Rev. 11-15-83)

INSTRUCTIONS

Purpose of Form

1. This form is used to report the income of a trust, estate, or other fiduciary. It is filed with the IRS and a copy is sent to the recipient of the income.

2. The only article addressing the correct filing of this form is Section 671.

3. The only article addressing the correct filing of this form is Section 671.

4. The only article addressing the correct filing of this form is Section 671.

5. The only article addressing the correct filing of this form is Section 671.

6. The only article addressing the correct filing of this form is Section 671.

7. The only article addressing the correct filing of this form is Section 671.

8. The only article addressing the correct filing of this form is Section 671.

9. The only article addressing the correct filing of this form is Section 671.

10. The only article addressing the correct filing of this form is Section 671.

Part III Contributions

1. If you have made contributions to a qualified plan, IRA, or other retirement plan, you must report them on this form. The total amount of contributions is reported on line 13.

2. If you have made contributions to a qualified plan, IRA, or other retirement plan, you must report them on this form. The total amount of contributions is reported on line 13.

3. If you have made contributions to a qualified plan, IRA, or other retirement plan, you must report them on this form. The total amount of contributions is reported on line 13.

4. If you have made contributions to a qualified plan, IRA, or other retirement plan, you must report them on this form. The total amount of contributions is reported on line 13.

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10. If you have made contributions to a qualified plan, IRA, or other retirement plan, you must report them on this form. The total amount of contributions is reported on line 13.

02-07-2010

[Handwritten signature]

Part I Taxpayer Identification Number (TIN)

Enter your TIN on this line. If you do not have a TIN, see instructions for obtaining one.

Part II

Check the appropriate box for the type of filer:

Sole proprietor or partner in a partnership

Trust or estate

Beneficiary of a trust or estate

Other

Part III Contributions

13. Total contributions to qualified plans, IRAs, and other retirement plans: \$19,158,123.33

Request for Taxpayer Identification Number and Certification

OMB No. 1545-0047

Form 1041-9 (Rev. 11-15-83)

Send to the IRS

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

LUKES - SANDGASS
2200 N 30 ROAD, HOLLYWOOD, FL 33071