

# AGENDA

Community Redevelopment Agency Meeting  
Wednesday, June 3, 2015, 6:30 pm  
Lake Park, Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Chair</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Chair</b>
<b>Erin Flaherty</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Michael O'Rourke</b>	—	<b>Board Member</b>
<b>Kathleen Rapoza</b>	—	<b>Board Member</b>
<b>Vacant</b>		
.....		
<b>John O. D'Agostino</b>	—	<b>Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Agency Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

**A. CALL TO ORDER/ ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. SPECIAL PRESENTATION/REPORT**

None

**D. PUBLIC COMMENT**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

**E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.**

1. Approval of CRA Board Meeting Minutes of April 1, 2015

Tab 1

**F. NEW BUSINESS:**

**2. Award of Contract for CRA Landscape Maintenance, Town Bid 102-2015 to Terracon Services, Inc. in the amount of \$97,104.40**

**Tab**

**G. EXECUTIVE DIRECTOR REPORT:**

**H. BOARD MEMBER COMMENTS**

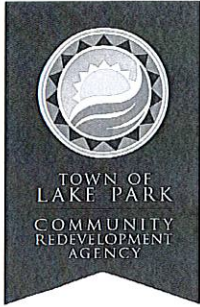
**I. ADJOURNMENT**

**The next scheduled CRA Board Meeting will be conducted on September 2, 2015**

# **Consent Agenda**

# TAB 1





**CRA**  
**Agenda Request Form**

**Meeting Date: June 3, 2015**

**Agenda Item No.**

**Agenda Title: CRA Board meeting minutes of April 1, 2015**

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- |                          |                              |                                     |                          |
|--------------------------|------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT  | <input checked="" type="checkbox"/> | <b>CONSENT AGENDA</b>    |
| <input type="checkbox"/> | OLD BUSINESS                 | <input type="checkbox"/>            | NEW BUSINESS: Resolution |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/>            | OTHER: General Business  |

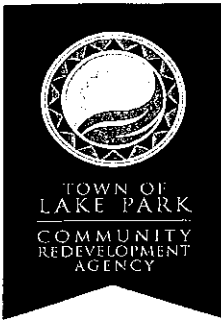
**Approved by Executive Director:**  **Date:** 5-20-15

*Vivian Mendez, CMC - Agency Clerk*  
Name/Title

<b>Originating Department:</b>  Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # [ ] Finance _____	<b>Attachments:</b> Agenda Minutes Exhibit "A" and "B"
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**Summary Explanation/Background:**

**Recommended Motion: To adopt the CRA Board meeting minutes of April 1, 2015.**



# AGENDA

Community Redevelopment Agency Meeting  
Wednesday, April 1, 2015, 6:30 pm  
Lake Park, Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Chair</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Chair</b>
<b>Erin Flaherty</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Michael O'Rourke</b>	—	<b>Board Member</b>
<b>Kathleen Rapoza</b>	—	<b>Board Member</b>
<b>Vacant</b>		
.....		
<b>Bambi McKibbon-Turner</b>	—	<b>Interim Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Agency Clerk</b>

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**A. CALL TO ORDER/ ROLL CALL**

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**C. SPECIAL PRESENTATION/REPORT**

None

**D. PUBLIC COMMENT**

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**F. NEW BUSINESS:**

**2. Award of Extension for Landscape Services Contract**

**Tab 2**

**3. Change in Date of Quarterly Community Redevelopment Agency Board Meetings**

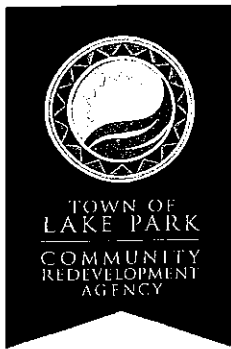
**Tab 3**

**G. EXECUTIVE DIRECTOR REPORT:**

**H. BOARD MEMBER COMMENTS**

**I. ADJOURNMENT**

**The next scheduled CRA Board Meeting will be conducted on July 1, 2015**



**Minutes**  
**Town of Lake Park, Florida**  
**Community Redevelopment Agency**  
**Board Meeting**  
**Wednesday, April 1, 2015, 6:30 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Community Redevelopment Agency Board met on Wednesday, April 1, 2015 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, Christina Francois, Michael O'Rourke, Kathleen Rapoza, Interim Executive Director Bambi Turner, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair DuBois led the pledge of allegiance.

**Special Presentation/Report:**

None

**Public Comment:**

None

**Consent Agenda:**

1. **Approval of Special Call CRA Board Meeting Minutes of March 4, 2015.**

**Motion: Board Member O'Rourke moved to approve the consent agenda; Board Member Francois made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

**NEW BUSINESS:**

2. **Award of Extension for Landscape Services Contract.**

Public Works Director Dave Hunt explained the item (see Exhibit "A").

**Motion: Board Member O'Rourke moved to approve the extension of the landscape services contract; Board Member Rapoza made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

### 3. Change in Date of Quarterly Community Redevelopment Agency Board Meetings.

Interim Executive Director Turner explained the item (see Exhibit "B").

**Motion: Board Member Flaherty moved to approve the change the quarterly CRA Board meeting minutes be held during the third month of each fiscal quarter, allowing for Special Call meetings from time to time when warranted by circumstances; Board Member Francois made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

### **EXECUTIVE DIRECTOR REPORT:**

Interim Executive Director had no report.

### **BOARD MEMBERS COMMENTS:**

**Board Member Francois** wished everyone a Happy Easter.

**Board Member Rapoza** had no comments.

**Board Member Flaherty** had no comments.

**Board Member O'Rourke** had no comments.

**Vice-Chair Glas-Castro** had no comments.

**Chair DuBois** had no comments.

**ADJOURNMENT**

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member O'Rourke and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 6:38 p.m.

\_\_\_\_\_  
Chair, James DuBois

\_\_\_\_\_  
Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2015

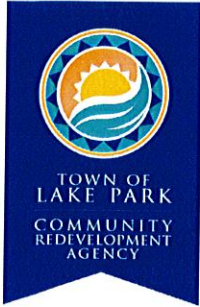


Exhibit "A"

CRA
Agenda Request Form

Meeting Date: April 1, 2015

Agenda Item No. 2

Agenda Title: CRA Landscape Maintenance-Contract Time Extension

- [ ] SPECIAL PRESENTATION/REPORT [ ] CONSENT AGENDA
[ ] OLD BUSINESS [X] NEW BUSINESS: Resolution
[ ] DISCUSSION FOR FUTURE ACTION [ ] OTHER

Approved by Executive Director: [Signature] Date: 3/26/2015

Richard Pittman/Project Manager [Signature]
Name/Title

Table with 3 columns: Originating Department (Public Works), Costs (\$6,330.00 per month), Attachments (Letter of Agreement), Funding Source (CRA Current Budget), Acct. # (520-34000), and Finance (checked).

Summary Explanation/Background:

The Community Redevelopment Agency Board has approved two extensions for the Chris Wayne & Associates, Inc. (CWA) landscape maintenance contract for Park Avenue and 10th Street for Fiscal Year 2015.

CWA is agreeable to a contract extension through September 30, 2015 (see attached Letter of Agreement). The solicitation for CRA Landscape Maintenance Service is scheduled to be advertised April 12, 2015.

Recommended Motion:

Based on the advertisement date and bid opening, I move to approve a time extension of the CRA landscape maintenance contract with CWA until a new contract is in place.





Public Works  
Department

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

March 13, 2015

Mr. Chris Dellago, RLA, President  
Chris Wayne & Associates, Inc.  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478

*Chris*  
Dear Mr. Dellago:

RE: Letter of Agreement  
Contract Extension for CRA District Landscape Maintenance  
Contract Extension of Lake Park Harbor Marina Landscape Maintenance

Chris Wayne and Associates, Inc. (CWA) currently perform landscape maintenance within the Lake Park CRA District under a contract extension approved by the Lake Park CRA Board on January 7, 2015. The compensation for this service is \$6,330.00 per month. The contract, with the extension, will expire on April 30, 2015.

Chris Wayne and Associates, Inc. currently perform landscape maintenance at the Lake Park Harbor Marina property under a contract extension approved by the Lake Park Town Commission on January 7, 2015. The compensation for this service is \$2907.42 per month. This contract, with the extension, will also expire on April 30, 2015.

The Lake Park CRA and the Town of Lake Park have a need to extend the aforementioned contracts to the end of the fiscal year (September 30, 2015) at which time it is anticipated that new landscape maintenance contracts will commence. The current CWA monthly charges have been budgeted for through September 30<sup>th</sup>. We propose that CWA agree to an additional five month extension at the current rates while the Town publicly solicits bids for new, five year contracts (an initial three year contract with two, one year extension options). By re-bidding the contract, you will have the opportunity to adjust your rates to reflect current costs and expenses. In addition, the Town will be able to adjust its Fiscal Year 2016 Budget figures to allow for any rate increases that may arise from the competitive bidding process.

Please indicate your acceptance of an additional five month contract extension for both of CWA's current contracts and compensation by signing below and returning to the Town of Lake Park Public Works Department.

Respectfully yours,

*J. David Hunt*  
J. David Hunt  
Director of Public Works

Accepted by: *Chris Dellago*  
Chris Dellago, President CWA

Date: 3/16/15

cc: B. McKibbon-Turner, Interim Town Manager  
B. Rane, Finance Director  
R. Pittman, Project Manager





Public Works  
Department

650 Old Dixie Highway  
Lake Park, FL 33403  
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Please indicate your acceptance of an additional five month contract extension for both of CWA's current contracts and compensation by signing below and returning to the Town of Lake Park Public Works Department.

Respectfully yours,

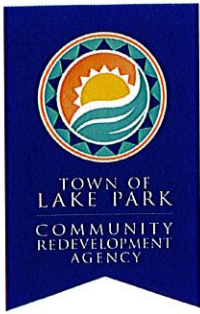
*J. David Hunt*  
J. David Hunt  
Director of Public Works

Accepted by: *Chris Dellago*  
Chris Dellago, President CWA

Date: *3/16/15*

cc: B. McKibbon-Turner, Interim Town Manager  
B. Rane, Finance Director  
R. Pittman, Project Manager





CRA  
Agenda Request Form

Exhibit "B"

Meeting Date: April 1, 2015

Agenda Item No. 3

**Agenda Title: Change in Date of Quarterly Community Redevelopment Agency Board Meetings**

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- |   |  |
|---|--|
| <input type="checkbox"/> Consent Agenda | <input checked="" type="checkbox"/> Discussion/Possible Action |
| <input type="checkbox"/> Presentation   | <input type="checkbox"/> Resolution                            |
| <input type="checkbox"/> Other          |  |

Approved by Executive Director: *[Signature]* Date: 3/23/15  
*Interim Executive Director*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">Executive Director</p>	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <p style="text-align: center;">None</p>
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**Summary Explanation/Background:**

At the October 2, 2013 Community Redevelopment Agency (CRA) meeting, the decision was made to continue holding the CRA Board meetings on a quarterly basis, allowing for Special Call meetings from time to time when warranted by circumstances. Such meetings have taken place during the first month of each fiscal quarter.

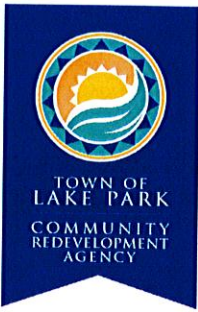
In order to better facilitate the approval of the CRA budget, the property and casualty insurance renewals for the new fiscal year, and the CRA Annual Report, staff is recommending that the CRA Board meetings take place during the third month of each fiscal quarter, allowing for Special Call meetings from time to time when warranted by circumstances.

At such time as the CRA becomes more active, the CRA Board may establish a more frequent meeting schedule.

**Recommended Motion:** I move that the quarterly CRA Board meetings be held during the third week of each fiscal quarter, allowing for Special Call meetings from time to time when warranted by circumstances.

# **New Business**

# TAB 2



**CRA  
Agenda Request Form**

**Meeting Date: June 1, 2015**

**Agenda Item No.**

**Agenda Title: Approve Award of Contract for CRA Landscape Maintenance, Town Bid No. 102-2015 "A", to Terracon Services, Inc. in the Amount of \$97,104.40 for the First Year of the Three Year Contract**

- |   |   |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORT  | <input type="checkbox"/> CONSENT AGENDA                 |
| <input type="checkbox"/> OLD BUSINESS                 | <input checked="" type="checkbox"/> <b>NEW BUSINESS</b> |
| <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> OTHER                          |

**Approved by Executive Director:** *[Signature]* **Date:** 5-26-15  
Richard Pittman/Project Manager  
 Name/Title *RP*

<b>Originating Department:</b> Public Works	Costs: \$ 97,104.40 Funding Source: CRA FY2015/16 Acct. # 520-34000 [X] Finance <u><i>BKR</i></u>	<b>Attachments:</b> Advertisement Bid Tabulation Bid Submittals Bid Document
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**Summary Explanation/Background:** The landscape maintenance in the CRA downtown areas is performed by an outside vendor. The landscape maintenance services are currently being performed by Chris Wayne & Associates, Incorporated (CWA). The agreement with CWA is for continued landscape maintenance through September, 2015.

On April 12, 2015 the Town advertised Bid No.102-2015, Landscape Maintenance Services, Contract "A", CRA Downtown Landscape Maintenance and Contract "B", Lake Park Harbor Marina Landscape Maintenance. The advertisement and bid document are included as attachments.

The bid process resulted in five firms requesting bid documents and four (4) landscape maintenance companies attending the mandatory pre-bid meeting. Two bids were received for Contract "A" CRA Downtown Landscape Maintenance. One bid was received for Contract "B" which will be on a future Town Commission meeting agenda.

The CRA Downtown landscape maintenance contract includes maintenance of turf, shrubs, trees, hedges, ground cover, weeding, mulch, irrigation system maintenance and spraying for White Fly. Fertilization is included with the Town providing the fertilizer.

The locations include: Park Avenue, 7<sup>th</sup> to 10<sup>th</sup> Street; 10<sup>th</sup> Street, Park Ave. to Northlake Boulevard; the Town Green, the alleyway south of Park Avenue; the alleyway north of Park Avenue between 9<sup>th</sup> and 10<sup>th</sup> Streets; the alleyway east of 10<sup>th</sup> Street. The contract maintenance requirements are more extensive than currently being performed by CWA.

The bid document, including the schedule of bid items, breaks down the maintenance requirements into three individual categories. Bid items 1 thru 15 are the routine maintenance items to be performed throughout each year of the three year contract.

Bid items 1A thru 5A provide unit prices for landscape maintenance to be performed at the Town Green which is located at the northeast corner of Park Avenue and 9<sup>th</sup> Street. This is the leased grassed area used for special events. The contract is structured so that this maintenance can be removed from the annual landscape services in the event the CRA wants to terminate the lease or the developer proceeds to construct on the property.

The bid document provides a means for the contractor to perform an "Initial Maintenance Event." This is essentially a cleanup, fix up and touch up of turf, shrubs, hedge and irrigation within the first month of the contract (see page 2 of bid tabulation).

The term of the contract is three (3) years with the option of two, one-year extensions. The contract provides that the contract may be terminated by the Town without cause upon providing the contractor with at least thirty (30) days prior written notice (contract page 23).

Terracon Services, Inc. submitted the lowest responsive, responsible bid for the CRA Downtown Landscape Maintenance. Their bid price for the first year will be \$97,104.40 and does not include an immediate \$600 cost for Terracon Services to inventory plants and palm trees and prepare estimated costs for budgeting and future resets (see bid item 3 on page 2 of bid tabulation). The second and third years of the contract will cost \$82,836.40.

Terracon Services, Inc. has been in business since 1997. The business is located in Jupiter Florida.

This contract will commence October 1, 2015. Therefore the budget for FY 2015/16 will need to include the recommended award amount plus funds to cover fertilizer, irrigation materials and some amount of plant replacement.

First Year Annual Contract Amount	\$97,104.40
Second Year Annual Contract Amount	\$82,836.40
Third Year Annual Contract Amount	\$82,836.40
<b>TOTAL THREE YEAR CONTRACT AMOUNT</b>	<b>\$262,777.20</b>

**Recommended Motion:** I move to approve a three year contract with Terracon Services, Inc. in the amount of \$97,104.40 for the first year to perform the requirements of Bid No.102-2015, CRA Downtown Landscape Maintenance.

**BID TABULATION-TOWN BID NO. 102-2015 CONTRACT "A"  
CRA DOWNTOWN LANDSCAPE MAINTENANCE SERVICES**

ITEM #	DESCRIPTION OF BID ITEM	TERRACON SERVICES, INC.		CHRIS WAYNE & ASSOCIATES, INC.	
		QTY.	AMOUNT	QTY.	AMOUNT
1	Indemnification	L.S.	\$ 100.00	L.S.	\$ 100.00
2	Litter pick-up and disposal	52/\$57.69	\$ 3,000.00	52/\$30.00	\$ 1,560.00
3	Supply labor, equipment, and material to maintain truf areas and ornamental hedges	42/\$619.05	\$ 26,000.00	42/\$1,275.00	\$ 53,550.00
4	Operate and inspect irrigation system/repair damages.	42/\$190.48	\$ 8,000.00	42/\$140.00	\$ 5,880.00
5	Provide Maintenance of Traffic (10th St.)	42/\$47.62	\$ 2,000.00	42/\$28.57	\$ 1,200.00
6	Prune Ficus hedges	8/\$200.00	\$ 1,600.00	8/\$1,000.00	\$ 8,000.00
7	Ficus hedge granular, systemic White Fly pesticide	2/\$200.00	\$ 400.00	2/\$200.00	\$ 400.00
8	Ficus hedge spray, White Fly pesticide	1/\$600.00	\$ 600.00	1/\$200.00	\$ 200.00
9	Fertilize all turf areas with Town supplied fertilizer	2/\$280.00	\$ 560.00	2/\$200.00	\$ 400.00
10	Fertilize all ornamental hedges and ground cover with Town supplied fertilizer	2/\$300.00	\$ 600.00	2/\$500.00	\$ 1,000.00
11	Fertilize palm trees with micro-nutrient fertilizer spikes	2/\$2000.00	\$ 4,000.00	2/\$1,750.00	\$ 3,500.00
12	Place annuals and two inch of mulch in designated areas	2/\$4.40/s.f.	\$ 12,328.80	2/\$2.75/s.f.	\$ 7,705.50
13*	Place two inch of mulch in designated areas	1/\$1.40/s.f.	\$ 4,506.60	1/\$0.50/s.f.	\$ 1,609.50
14	Trim Palm tree or thin and lift deciduous tree less than 25'	33/\$45.00/tree	\$ 1,485.00	33/\$30.00/tree	\$ 990.00
15	Trim Palm tree or thin and lift deciduous tree greater than 25'	33/\$65.00/tree	\$ 5,200.00	33/\$30.00/tree	\$ 2,400.00
	<b>TOTAL ITEMS BASE BID ITEMS 1-15</b>		<b>\$ 70,380.40</b>		<b>\$ 88,495.00</b>
	ALTERNATE I--TOWN GREENE				
1A	Litter pick-up and disposal	52/\$45.00	\$ 2,340.00	52/\$5.00	\$ 260.00
2A	Operate and inspect irrigation system/repair damages	52/\$70.00	\$ 3,640.00	52/\$15.00	\$ 780.00
3A	Maintain turf areas and ornamental hedges	30/\$200.00	\$ 6,000.00	30/\$25.00	\$ 750.00
4A	Fertilize all turf areas with Town supplied fertilizer	2/\$168.00	\$ 336.00	2/\$15.00	\$ 30.00
5A	Fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	2/\$70.00	\$ 140.00	2/\$30.00	\$ 60.00
	<b>TOTAL ITEMS ALTERNATE I ITEMS 1A-5A</b>		<b>\$ 12,456.00</b>		<b>\$ 1,880.00</b>
	<b>TOTAL BID ITEMS: BASE BID + ALTERNATE I</b>		<b>\$ 82,836.40</b>		<b>\$ 90,375.00</b>



**BID TABULATION-TOWN BID NO. 102-2015 CONTRACT "A"**  
**CRA DOWNTOWN LANDSCAPE MAINTENANCE SERVICES (Cont.)**

ITEM #	INITIAL MAINTENANCE EVENT DESCRIPTION	TERRACON SERVICES, INC.		CHRIS WAYNE & ASSOCIATES, INC.	
		QTY.	AMOUNT	QTY.	AMOUNT
1	Mobilization	L.S.	\$ 200.00	L.S.	Incl.
2	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all over-growth, dead vegetation and debris; Provide labor and materials to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly Insecticide to Ficus hedges; Mulch all beds.	Job	\$ 14,068.00	Job	\$ 6,600.00
3	Provide list of plant material and palm trees with est. costs for budgeting purposes for future resets.	Job	\$ 600.00	Job	\$ -
<b>TOTAL INITIAL MAINTENANCE BID ITEMS 1-3</b>			<b>\$ 14,868.00</b>		<b>\$ 6,600.00</b>

**Recommended Award to Terracon Services, Inc.**

\* Error found in unit price extension and adjusted on Terracon Services bid.  
 Tabulated by Richard Pittman, Project Manager 5/18/2015





**Legal Notices**

**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:  
**LANDSCAPE MAINTENANCE SERVICES  
Bid 102-2015 Contracts "A" & "B"**

**CONTRACT "A"  
LAKE PARK COMMUNITY  
REDEVELOPMENT AGENCY  
DOWNTOWN LANDSCAPE  
MAINTENANCE**

**CONTRACT "B"  
TOWN OF LAKE PARK  
LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (State registered) or arborist and employ in-house a person holding a BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m. on May 13, 2015, at the Town of Lake Park, Town Hall, located at 535 Park Avenue, Lake Park, Florida, 32403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. - 5:00 p.m., Monday-Friday, upon payment of a \$20.00 non-refundable fee for each bid set.

Bids shall be submitted on the form(s) provided.

**Pre-Bid Conference**

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

**Pre-Bid Conference**

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, CMC

Town Clerk,

Town of Lake Park, Florida

PUB: The Palm Beach Post 4-12/2015

#404464

**BID TABULATION-TOWN BID NO. 102-2015 CONTRACT "A"  
CRA DOWNTOWN LANDSCAPE MAINTENANCE SERVICES**

ITEM #	DESCRIPTION OF BID ITEM	TERRACON SERVICES, INC.		CHRIS WAYNE & ASSOCIATES, INC.	
		QTY.	AMOUNT	QTY.	AMOUNT
1	Indemnification	L.S.	\$ 100.00	L.S.	\$ 100.00
2	Litter pick-up and disposal	52/\$57.69	\$ 3,000.00	52/\$30.00	\$ 1,560.00
3	Supply labor, equipment, and material to maintain turf areas and ornamental hedges	42/\$619.05	\$ 26,000.00	42/\$1,275.00	\$ 53,550.00
4	Operate and inspect irrigation system/repair damages.	42/\$190.48	\$ 8,000.00	42/\$140.00	\$ 5,880.00
5	Provide Maintenance of Traffic (10th St.)	42/\$47.62	\$ 2,000.00	42/\$\$28.57	\$ 1,200.00
6	Prune Ficus hedges	8/\$200.00	\$ 1,600.00	8/\$1,000.00	\$ 8,000.00
7	Ficus hedge granular, systemic White Fly pesticide	2/\$200.00	\$ 400.00	2/\$200.00	\$ 400.00
8	Ficus hedge spray, White Fly pesticide	1/\$600.00	\$ 600.00	1/\$200.00	\$ 200.00
9	Fertilize all turf areas with Town supplied fertilizer	2/\$280.00	\$ 560.00	2/\$200.00	\$ 400.00
10	Fertilize all ornamental hedges and ground cover with Town supplied fertilizer	2/\$300.00	\$ 600.00	2/\$500.00	\$ 1,000.00
11	Fertilize palm trees with micro-nutrient fertilizer spikes	2/\$2000.00	\$ 4,000.00	2/\$1,750.00	\$ 3,500.00
12	Place annuals and two inch of mulch in designated areas	2/\$4.40/s.f.	\$ 12,328.80	2/\$2.75/s.f.	\$ 7,705.50
13*	Place two inch of mulch in designated areas	1/\$1.40/s.f.	\$ 4,506.60	1/\$0.50/s.f.	\$ 1,609.50
14	Trim Palm tree or thin and lift deciduous tree less than 25'	33/\$45.00/tree	\$ 1,485.00	33/\$30.00/tree	\$ 990.00
15	Trim Palm tree or thin and lift deciduous tree greater than 25'.	33/\$65.00/tree	\$ 5,200.00	33/\$30.00/tree	\$ 2,400.00
	<b>TOTAL ITEMS BASE BID ITEMS 1-15</b>		<b>\$ 70,380.40</b>		<b>\$ 88,495.00</b>
	ALTERNATE I--TOWN GREENE				
1A	Litter pick-up and disposal	52/\$45.00	\$ 2,340.00	52/\$5.00	\$ 260.00
2A	Operate and inspect irrigation system/repair damages	52/\$70.00	\$ 3,640.00	52/\$15.00	\$ 780.00
3A	Maintain turf areas and ornamental hedges	30/\$200.00	\$ 6,000.00	30/\$25.00	\$ 750.00
4A	Fertilize all turf areas with Town supplied fertilizer	2/\$168.00	\$ 336.00	2/\$15.00	\$ 30.00
5A	Fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	2/\$70.00	\$ 140.00	2/\$30.00	\$ 60.00
	<b>TOTAL ITEMS ALTERNATE I ITEMS 1A-5A</b>		<b>\$ 12,456.00</b>		<b>\$ 1,880.00</b>
	<b>TOTAL BID ITEMS: BASE BID + ALTERNATE I</b>		<b>\$ 82,836.40</b>		<b>\$ 90,375.00</b>

**BID TABULATION-TOWN BID NO. 102-2015 CONTRACT "A"**  
**CRA DOWNTOWN LANDSCAPE MAINTENANCE SERVICES (Cont.)**

ITEM #	INITIAL MAINTENANCE EVENT DESCRIPTION	TERRACON SERVICES, INC.		CHRIS WAYNE & ASSOCIATES, INC.	
		QTY.	AMOUNT	QTY.	AMOUNT
1	Mobilization	L.S.	\$ 200.00	L.S.	Incl.
2	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed , and rake beds; Remove and dispose of all over-growth, dead vegetation and debris; Provide labor and materials to fertilize palm trees;Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds.	Job	\$ 14,068.00	Job	\$ 6,600.00
3	Provide list of plant material and palm trees with est. costs for budgeting purposes for future resets.	Job	\$ 600.00	Job	\$ -
	<b>TOTAL INITIAL MAINTENANCE BID ITEMS 1-3</b>		<b>\$ 14,868.00</b>		<b>\$ 6,600.00</b>

**Recommended Award to Terracon Services, Inc.**

\*Error found in unit price extension and adjusted on Terracon Services bid.  
 Tabulated by Richard Pittman, Project Manager 5/18/2015

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

Florida Profit Corporation

TERRACON SERVICES, INC.

Filing Information

Document Number	P97000007371
FEI/EIN Number	650725168
Date Filed	01/21/1997
Effective Date	01/15/1997
State	FL
Status	ACTIVE

Principal Address

18241 131st Trail N  
JUPITER, FL 33478

Changed: 01/14/2015

Mailing Address

P.O. BOX 2766  
JUPITER, FL 33468

Changed: 01/23/2013

Registered Agent Name & Address

FISHER, MORGAN T  
218 GOLFVIEW DRIVE  
TEQUESTA, FL 33469

Address Changed: 07/01/1999

Officer/Director Detail

**Name & Address**

Title P

FISHER, MORGAN T  
218 GOLFVIEW DR  
TEQUESTA, FL 33469

Title V

BAGLIA, JOSEPH CJR.

P9 4 000000 73 71

CARLOS J. BERROCAL\*  
ROBERT W. WILKINS\*\*  
DANIEL J. PROBST\*  
JANE S. HUNSTON\*\*

**BERROCAL & WILKINS**  
A PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW  
AMERICA PLAZA  
SUITE 310  
1070 EAST INDIANTOWN ROAD  
JUPITER, FLORIDA 33477-5111  
TEL: (561) 746-7455  
FAX: (561) 746-6933

ROYAL PALM FINANCIAL CENTER  
SUITE 311  
750 SOUTH FEDERAL HIGHWAY  
STUART, FLORIDA 34994  
TEL: (561) 219-0802  
FAX: (561) 219-4360  
EMAIL/WEBSITE  
contact@berrocal.com  
www.berrocal.com

\*ALSO ADMITTED IN DISTRICT OF COLUMBIA  
\*\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN OHIO & COLORADO  
\*BOARD CERTIFIED CIVIL TRIAL LAWYER  
\*BOARD CERTIFIED REAL ESTATE ATTORNEY  
\*MASTER OF LAWS IN TAXATION

January 16, 1997

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

VIA FEDERAL EXPRESS

RE: Articles of Incorporation for  
TERRACON SERVICES, INC.

800002063978--9  
-01/22/97--01045--002  
\*\*\*\*122.50 \*\*\*\*122.50

Dear Sir/Madam:


Enclosed please find two (2) original Articles of Incorporation for the above-referenced corporation. We would appreciate your filing one (1) original with your office and certifying the remaining original and return it to us.

In support of our request, enclosed is a check in the amount of \$122.50 which represents the following charges:

Filing Fee	\$35.00
Certified Copy	52.50
Registered Agent Designation	<u>35.00</u>
<b>Total</b>	<b>\$122.50</b>

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions.

Very truly yours,

  
Carlos J. Berrocal

RECEIVED  
JAN 21 11:06:54  
STATE  
FLORIDA

CJB/cl

cc: Joseph C. Baglia  
Enclosures

f:\1215\601\state.ltr

8N JAN 27 1997

**BID FORM: No. 102-2015**

**CONTRACT "A"**

**LAKE PARK CRA-DOWNTOWN LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID plus ALTERNATE I** for this project is:

Eighty Seven thousand two hundred and forty three (\$87,243.00)

**Required documents attached?**

(Yes or No)

- |  |            |
|--|------------|
| - Schedule of Bid Items                      | <u>YES</u> |
| - Acknowledge Addenda # <u>1</u> (if issued) | <u>YES</u> |
| - 1 Original and copy of the following:      |            |
| - Bid Form (signed)                          | <u>YES</u> |
| - Clarifications/Exceptions                  | <u>YES</u> |
| - List of Subcontractors                     | <u>YES</u> |
| - Drug Free Workplace Cert. (signed)         | <u>YES</u> |
| - List of References                         | <u>YES</u> |
| - Licenses (copies of applicable licenses)   | <u>YES</u> |
| - Proof of Existing Insurance Coverage       | <u>YES</u> |
| - Noncollusion Affidavit of Prime Bidder     | <u>YES</u> |
| - Public Entity Crimes Affidavit             | <u>YES</u> |
| - Anti-Kickback Affidavit                    | <u>YES</u> |
| - Certification of Nonsegregated Facilities  | <u>YES</u> |

NAME OF FIRM

Terracon Services Inc.

ADDRESS

P.O. Box 2766

Jupiter, FL 33468

PHONE#

561-743-1129

FAX#

561-743-1079

AUTHORIZED SIGNATURE

Joseph Baglio

NAME & TITLE (TYPED or PRINTED)

Joseph Baglio V.P.

POINT OF CONTACT EMAIL ADDRESS:

joeb@terraconservices.com

DATE:

5-6-15

TAX PAYER ID#:

65-0725168

**CONTRACT "A"**  
**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 57.69	\$ <u>3,000.00</u>
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42 619.05	\$ <u>26,000.00</u>
4.	Operate and inspect irrigation system. Repair damages.	Per event	42 190.48	\$ <u>8,000.00</u>
5.	Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work incl. plan approval*	Per Event	42 47.62	\$ <u>2,000.00</u>
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	\$ <u>200</u> (L.S.) times 8 events per year. **	\$ <u>1,600.00</u>
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	\$ <u>200</u> (L.S.) times 2 events per year.	\$ <u>400.00</u>
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	\$ <u>600</u> (L.S.) 1 event per year.	\$ <u>600.00</u>
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	\$ <u>280</u> (L.S.) times 2 events per yr.	\$ <u>560.00</u>
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$ <u>300</u> (L.S.) times 2 events per yr.	\$ <u>600.00</u>
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	\$ <u>2000</u> (L.S.) times 2 events per yr.	\$ <u>4000.00</u>
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$ <u>12,328.80</u>
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$ <u>1.00</u> (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; one event per yr.	\$ <u>9,013.20</u> <u>4,506.00</u> <i>AB</i>
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$ <u>45</u> times 33 trees per yr.	\$ <u>1485.00</u>
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$ <u>65</u> times 80 trees per yr.	\$ <u>5200.00</u>

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

TOTAL BASE BID ITEMS 1 THRU 15

SUB-TOTAL: \$ 74,787.00 <sup>40</sup> 70,380

ALTERNATE I --- BID ITEMS  
TOWN GREENE

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$ <u>45</u> /wk.	\$ <u>2340.00</u>
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$ <u>70</u> /wk.	\$ <u>3640.00</u>
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$ <u>200</u> /event	\$ <u>6000.00</u>
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$ <u>168</u> (L.S.) times 2 events per yr.	\$ <u>336</u>
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$ <u>70</u> (L.S.) times 2 events per yr.	\$ <u>140</u>



**SCHEDULE OF BID ITEMS (cont.)**

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

TOTAL BID ITEMS 1A THRU 5A

SUB-TOTAL: \$ 12,456.00

WRITTEN AMOUNT: \$ Twelve thousand Four hundred and Fifty six.

TOTAL BID ITEMS: BASE BID + ALTERNATE I

TOTAL: \$ 87,243.00 - 82,836<sup>00</sup>

WRITTEN AMOUNT: \$ Eighty Seven thousand two hundred and forty three

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

**INITIAL MAINTENANCE EVENT**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ <u>200.00</u>
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ <u>14,068.00</u>
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ <u>600.00</u>

TOTAL BID ITEMS 1 THRU 3

TOTAL: \$ 14,868.00

WRITTEN AMOUNT: \$ Fourteen thousand Eight hundred and Sixty eight.

SCHEDULE OF BID ITEMS (cont.)

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	
2.	Landscape Foreman	Hourly	\$ 50 / Hr.	
3.	Grounds Maintenance worker	Hourly	\$ 35 / Hr.	
4.	Laborer	Hourly	\$ 35 / Hr.	
5.	Landscape Architect	Hourly	\$ — / Hr.	
6.	Arborist	Hourly	\$ 75 / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ 60 / Hr.	
8.	Pesticide certified applicator	Hourly	\$ 75 / Hr.	
	Other	Hourly	\$ — / Hr.	

Submitted by: Joseph Baglia W.P.

Name of firm: Terracow Services Inc.

Tel. # 561-743-1129

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park**

**535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside**

**Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of Schedule of Bid Items Contract "A"**



**ADDENDUM NO. 1**

May 4, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 103-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE  
CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.1 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document *"REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #103-2015"* and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT

Page 8-Required Submittals: The required forms shall indicate on the "Subcontractor Form" the name of the intended licensed irrigation system maintenance contractor and on the "Proof of proper licensing form" if irrigation maintenance is to be performed in-house.

Page 29- 1 Scope/Intent, second paragraph, ADD SENTENCE: The qualified Landscape Maintenance service contractor shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.

Page 29-1.1 General Requirements 1.1.7 regarding irrigation, ADD SENTENCE: Irrigation maintenance services are to be performed by a contractor licensed to perform such services in Palm Beach County.

Page 32-Contractor Qualification 4.3, ADD SENTENCE: The bidding company must be qualified to perform irrigation system maintenance in Palm Beach County or indicate a licensed irrigation contractor on the List of Subcontractors (page 52 and page 65).

Page 46-Clarification: For Contract "A" the apparent low bid will be based on the Total Base Bid plus Alternate I. As stated at the Pre-Bid meeting, Alternate I is work on the Town Greene which is private property leased by the Town. The work in Alternate I may be deleted during the course of the contract.

Page 48-Schedule of Bid Items, Items 14 & 15 should include “\*” which requires MOT for worker protection.

Page 48-Schedule of Bid Items, Items 12 & 13, Clarification: The dollar amount to be filled in the Quantity column is the labor cost per square foot.

Page 31-Sec.1.2.8 Irrigation: This section applies to both Contract “A” and Contract “B”. The contractor awarded Contract “B” will report to the Marina Director and not the Public Works Department. The Contract “B” irrigation system is serviced by potable water.

Sec.1.2.8 Irrigation Bullet 5: Delete entire bullet item associated with “rust prevention” chemical. Irrigation water in Contract “A” is provided by both well water and potable water. Where chemical is needed the Town will provide and install.

Pages 62 & 63-Schedule of Bid Items: This Addendum No. 1 includes revised page 62 and pages 63A and 63B which replace page 63 and reflect the following changes to the “B” contract:

Bid Item No. 8: Delete the quantity of 46 and replace with a quantity of 8.

Bid Item No. 9: Delete the quantity of 52 and replace with a quantity of 46

Bid Item No. 12: Add wording “TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT.”

ADD Bid Item No. 13: Operate and inspect irrigation system. Repair damages. Per event 46. The TOTAL BASE BID is now Items 1 thru 13

Add BILL-Out Labor Unit Prices to Contract “B” Schedule of Bid Items (see pg. 63B attached).

.....  
RESPONSE TO QUESTIONS DURING BID PHASE

- Question: What is the estimated budget for the new contract for the CRA & Marina.  
Response: The budget for 2015-16 has not been established. We expect the annual cost of landscape maintenance in the CRA to be in excess of \$80,000 per year. We expect the annual cost of landscape maintenance at the Lake Park Harbor Marina to be in excess of \$36,000 per year. The Town’s fiscal year begins in October. We will use the bids received to support the budgeting of landscape maintenance.
- Question: Are you requiring an irrigation license to bid on this contract?  
Response: See wording elsewhere in this addendum.
- Question: What does “in-house mean” in regard to Landscape Architect or Arborist?  
Response: A person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.
- Question: Can lawn and ornamental pest control be accomplished by a subcontractor?  
Response: Yes. Please indicate the company on the “List of Subcontractors” pages 52 and 65 and licensing on pages 55 and 68.

Town of  
LAKE PARK



Department of  
PUBLIC WORKS

ADDENDUM NO. 2

May 12, 2015

LANDSCAPE MAINTENANCE SERVICES

BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE

CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE

Each recipient of the Addendum No.2 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document *"REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015"* and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

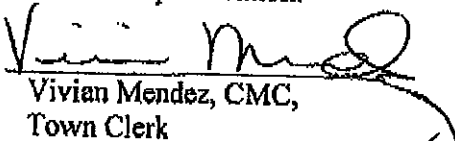
BOUND CONTRACT DOCUMENT- Contract "B" Lake Park Harbor Marina Landscape Maintenance

Pages 38- 46 and Schedule of Bid Items, pages 62 Revised, 63A & 63B: ALL reference to "feeding" or "fertilizer" are to be bid as the contractor providing all labor, equipment and materials. **The Town does not intend to provide the fertilizer for the landscape maintenance at the Lake Park Harbor Marina.**

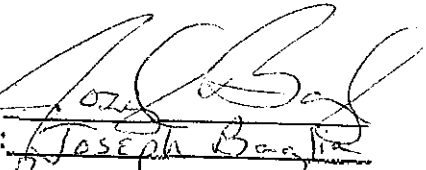
Response to Question: It is recommended that each bid submittal include its own bid bond.

Bidders must acknowledge receipt of this Addendum Number 2 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 12, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder: *Terracon Services Inc.*  
*P.O. Box 2766*  
*Jupiter, FL 33468*

Signed By:   
Print Name: *Joseph Bagler*  
Title: *V.P.*  
Date: *5/13/15*

End of Addendum #2

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

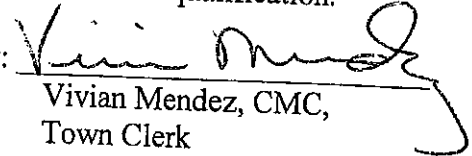
E-mail: publicworks@lakeparkflorida.gov

Addendum No. 1 (continued)


- Copies of the current contracts are enclosed. These contracts have been extended by Commission approval until new contracts are in place.
- .....

Bidders must acknowledge receipt of this Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 4, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder: Terracore Services Inc.  
P.O. Box 2766  
Jupiter, FL 33478

Signed By:   
Print Name: Joseph Baglio  
Title: V.P.  
Date: 5/7/15

End of Addendum #1

Attachments: Revised Schedule of Bid Items Pages 62, 63A & 63B  
Copy of current contract

# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Terracon Services, Inc., a Florida Corporation, 18241 131st Trail N, Jupiter, FL 33478

**SURETY:**

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company  
9025 N. Lindbergh Dr. Peoria, IL 61615  
P.O. Box 3967 Peoria, IL 61612

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

Town of Lake Park, a public corporation of the State of Florida  
535 Park Avenue  
Lake Park, FL 33403

**BOND AMOUNT:**

5% of Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Contract 'A' - Lake Park CRA - Downtown Landscape Maintenance

Project Number, if any:

Town Project No. 102-2015

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

7th

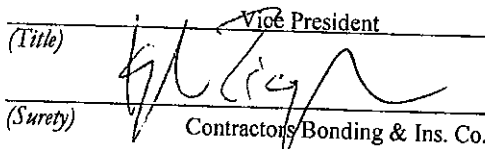
day of

May

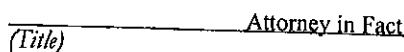
2016

  
(Witness)

  
(Principal) Terracon Services, Inc. (Seal)

  
(Title) Vice President  
(Surety) Contractors Bonding & Ins. Co.

  
(Witness)

  
(Title) Attorney in Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Carey Keyes, Kyle Ziegler, Charity Spaulding, jointly or severally

in the City of Tamarac, State of Florida, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of February, 2015.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

On this 6th day of February, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of May, 2015.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die Vice President

Jacqueline M. Bockler  
Notary Public





CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

NONE

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').


<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1)	NONE	
2)		
3)		
4)		
5)		

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of Terracon Services Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We 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 convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
\_\_\_\_\_  
Authorized Signature (Date) 5/6/15  
Joseph Baglia V.P.  
\_\_\_\_\_  
Name & title (typed)

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: Town of Jupiter  
Address: 210 Military Trail  
Jupiter FL 33458

Point of Contact: Laurie Van Fossen  
Phone Number: 561 748-2766  
Fax Number: 561 748-0747

**REFERENCE #2**

Company/Agency Name: Florida Atlantic University  
Address: PO Box 3091  
Boca Raton, FL 33431

Point of Contact: Evan Cross  
Phone Number: 561-239-0152  
Fax Number: 561-297-2271

**REFERENCE #3**

Company/Agency Name: Village of Tequesta  
Address: 345 Tequesta Drive  
Tequesta, FL 33469

Point of Contact: Matt Haluck  
Phone Number: 561-768-0700  
Fax Number: 561-768-0708

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**  
*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator  
as applicable*

*Include Subcontractors Performing These Services on the Page for "List of  
Subcontractors."*

See Attached



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

18241 131ST TR N  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0080 IRRIGATION SPRINKLER CONTRACTOR	GUNN ROBERT C III	U20971	U14.761447 - 09/24/14	\$3.00	B40108184

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200121791  
 EXPIRES: SEPTEMBER 30, 2015**

TERRACON SERVICES INC  
 TERRACON SERVICES INC  
 PO BOX 2766  
 JUPITER, FL 33468



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

18241 131ST TR N  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0029 LAWN & LANDSCAPE MAINTENANCE	BAGLIA JOSEPH		U14.761447 - 09/24/14	\$3.30	B40108185

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200121789  
 EXPIRES: SEPTEMBER 30, 2015**

TERRACON SERVICES INC  
 TERRACON SERVICES INC  
 PO BOX 2766  
 JUPITER, FL 33468



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

PALM BEACH COUNTY CONTRACTORS  
CERTIFICATE OF COMPETENCY

CERTIFICATE #  
**U-20971**



EXPIRATION  
**09/30/2015**

CERTIFIED CONTRACTOR  
IRRIGATION SPRINKLER

NAME : ROBERT C GUNN III  
FIRM : TERRACON SERVICES INC

DBA :

1450 CYPRESS DR  
#5  
JUPITER, FL 33469

FEE : 250.00  
ISSUED BY : SMATTHES ON : 09/16/2013  
ID #0106484

Signature: *Robert C Gunn III*  
Contractor Signature Required



International  
Society  
of Arboriculture™  
ISA Certified Arborist®

Matthew McIntosh

Certificate Number: FL-6186A

Expiration Date: Jun 30, 2016





**Certificate of Training  
Best Management Practices  
Florida Green Industries**

GV11714-1

Certificate #

GV11714

Trainee ID #

The undersigned hereby acknowledges that

**Matthew A. McIntosh**

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

Donald P. Rainey

Issuer

W. Schall

Instructor

10/26/2010

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Joseph C. Baglia, Jr.**

GV25738-1

Certificate #

GV25738

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

# United Safety Council

This is to certify that

**Bulmaro Perez**

Has successfully completed 16 hours of training in

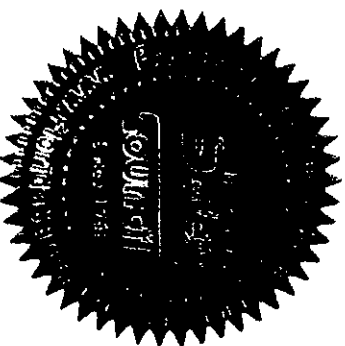
## **Maintenance of Traffic** (Intermediate)

Recognized by the Florida Department of Transportation  
Presented by the United Safety Council – Provider #015 on

Date: March 8, 2013

Expiration: March 8, 2017

*Roy Weddle*  
Roy Weddle  
Instructor



*Glenn Victor*  
Glenn Victor  
Occupational Safety Director



MOT procedures

Park off road and pit out safety cones

Trucks have lights and arrow boards

All employees wear safety vests

If lanes must be shut down

We use the Florida DOT 2006 Design Standards

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

Date  
April 21, 2014

File No.  
JB6146

Expires  
April 30, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED  
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD  
EXPIRING: April 30, 2015

AT

18241 131ST TRAIL N  
JUPITER, FL 33478

TERRACON SERVICES INC  
PO BOX 2766  
JUPITER, FL 33468

Lawn and Ornamental

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
November 13, 2014

File No.  
JF196922

Expires  
June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE  
PERIOD EXPIRING: June 1, 2015

MATTHEW ALLEN MCINTOSH  
1060 RAINTREE LANE  
PALM BEACH GARDENS, FL 33410

Lawn and Ornamental

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date  
April 21, 2015

File No.  
JF3177

Expires  
June 1, 2016

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE  
PERIOD EXPIRING: June 1, 2016

JOSEPH C BAGLIA  
1200 TOWN CENTER DR #502  
JUPITER, FL 33458

Lawn and Ornamental

  
ADAM H. PUTNAM, COMMISSIONER

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

Date  
May 30, 2014

File No.  
JF3177

Expires  
June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE  
PERIOD EXPIRING: June 1, 2015

JOSEPH C BAGLIA  
1200 TOWN CENTER DR #502  
JUPITER, FL 33458

Lawn and Ornamental

  
ADAM H. PUTNAM, COMMISSIONER

**INCLUDE PROOF OF EXISTING INSURANCE**

*See Attached*





**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

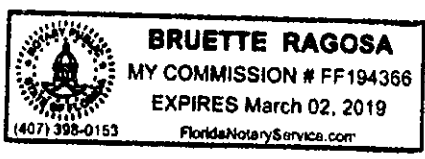
BEFORE ME, the undersigned authority, personally appeared Joseph Baglia  
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is V.P. of Terracon Services Inc., the Bidder  
That has submitted a proposal to perform work for the following project:  
Contract (Bid) # 102-2015 A Project Name: CRA Downtown Landscape
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Joseph Baglia  
Signature

Subscribed and sworn to (or affirmed) before me this 6<sup>th</sup> day of May, 2015 by  
Joseph Baglia, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL



Notary Signature: Bruette Ragosa  
Notary Name: Bruette Ragosa

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Joseph Baglio, who, being by me first duly sworn, made the following statements:

1. The business address of 19241 131<sup>st</sup> Trail N. Jupiter, FL 33478 (name of bidder or contractor) is TERRACON SERVICES INC

2. My relationship to TERRACON SERVICES INC (name of bidder or contractor) is V.P. (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Signature] 5/6/15  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and

county of Palm Beach

on the 6<sup>th</sup> day of May, 2015.

Notary Public  
Bruette Ragosa  
My commission expires:  
3.2.19



**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Joseph Baglia who, after being by me first duly sworn, deposes and says:

(1) I am Joseph Baglia V.P. of Terraccon Services Inc. the bidder that has submitted a proposal to perform work for the following project:

Contract # 102-2015 A Project name: CRH Downtown Landscape

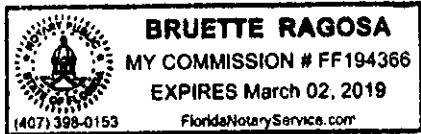
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 6<sup>th</sup> day of May 2015  
by Joseph Baglia, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: Bruette Ragosa  
Notary Name: Bruette Ragosa  
Notary Public-State of Florida



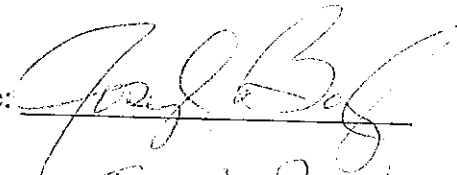
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: Terraconi Services Inc. Company Name

and Address: P.O. Box 2766 Jupiter, FL 33468

Signature: 

Name & Title: Joseph Baglio V.P.

**BID FORM: No. 102-2015**  
**CONTRACT "A"**

**LAKE PARK CRA-DOWNTOWN LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID plus ALTERNATE I** for this project is:

Ninety thousand three hundred seventy-five and xx/100 (\$ 90,375.00 )

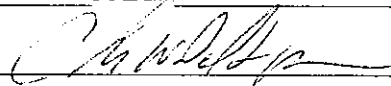
<b>Required documents attached?</b>	<b>(Yes or No)</b>
- Schedule of Bid Items	<u>Yes</u>
- Acknowledge Addenda # <u>1,2</u> (if issued)	<u>Yes</u>
- 1 Original and copy of the following:	
- Bid Form (signed)	<u>Yes</u>
- Clarifications/Exceptions	<u>Yes</u>
- List of Subcontractors	<u>Yes</u>
- Drug Free Workplace Cert. (signed)	<u>Yes</u>
- List of References	<u>Yes</u>
- Licenses (copies of applicable licenses)	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>
- Noncollusion Affidavit of Prime Bidder	<u>Yes</u>
- Public Entity Crimes Affidavit	<u>Yes</u>
- Anti-Kickback Affidavit	<u>Yes</u>
- Certification of Nonsegrated Facilities	<u>Yes</u>

---

NAME OF FIRM Chris Wayne and Associates, Inc.

ADDRESS 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478

PHONE# 561-746-4225 FAX# 561-746-8991

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Christopher Wayne Dellago / President

POINT OF CONTACT EMAIL ADDRESS: chris@chriswayneinc.com

DATE: 5/13/2015 TAX PAYER ID#: 20-1399029



**ADDENDUM NO. 1**

May 4, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE**

**CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.1 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document "*REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015*" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT

Page 8-Required Submittals: The required forms shall indicate on the "Subcontractor Form" the name of the intended licensed irrigation system maintenance contractor and on the "Proof of proper licensing form" if irrigation maintenance is to be performed in-house.

Page 29- 1 Scope/Intent, second paragraph, ADD SENTENCE: The qualified Landscape Maintenance service contractor shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.

Page 29-1.1 General Requirements 1.1.7 regarding irrigation, ADD SENTENCE: Irrigation maintenance services are to be performed by a contractor licensed to perform such services in Palm Beach County.

Page 32-Contractor Qualification 4.3, ADD SENTENCE: The bidding company must be qualified to perform irrigation system maintenance in Palm Beach County or indicate a licensed irrigation contractor on the List of Subcontractors (page 52 and page 65).

Page 46-Clarification: For Contract "A" the apparent low bid will be based on the Total Base Bid plus Alternate I. As stated at the Pre-Bid meeting, Alternate I is work on the Town Greene which is private property leased by the Town. The work in Alternate I may be deleted during the course of the contract.

Page 48-Schedule of Bid Items, Items 14 & 15 should include "\*" which requires MOT for worker protection.

Page 48-Schedule of Bid Items, Items 12 & 13, Clarification: The dollar amount to be filled in the Quantity column is the labor cost per square foot.

Page 31-Sec.1.2.8 Irrigation: This section applies to both Contract "A" and Contract "B". The contractor awarded Contract "B" will report to the Marina Director and not the Public Works Department. The Contract "B" irrigation system is serviced by potable water.

Sec.1.2.8 Irrigation Bullet 5: Delete entire bullet item associated with "rust prevention" chemical. Irrigation water in Contract "A" is provided by both well water and potable water. Where chemical is needed the Town will provide and install.

Pages 62 & 63-Schedule of Bid Items: This Addendum No. 1 includes revised page 62 and pages 63A and 63B which replace page 63 and reflect the following changes to the "B" contract:

Bid Item No. 8: Delete the quantity of 46 and replace with a quantity of 8.

Bid Item No. 9: Delete the quantity of 52 and replace with a quantity of 46

Bid Item No. 12: Add wording "TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT."

ADD Bid Item No. 13: Operate and inspect irrigation system. Repair damages. Per event 46.

The TOTAL BASE BID is now Items 1 thru 13

Add BILL-Out Labor Unit Prices to Contract "B" Schedule of Bid Items (see pg. 63B attached).

.....  
RESPONSE TO QUESTIONS DURING BID PHASE

- Question: What is the estimated budget for the new contract for the CRA & Marina.  
Response: The budget for 2015-16 has not been established. We expect the annual cost of landscape maintenance in the CRA to be in excess of \$80,000 per year. We expect the annual cost of landscape maintenance at the Lake Park Harbor Marina to be in excess of \$36,000 per year. The Town's fiscal year begins in October. We will use the bids received to support the budgeting of landscape maintenance.
- Question: Are you requiring an irrigation license to bid on this contract?  
Response: See wording elsewhere in this addendum.
- Question: What does "in-house mean" in regard to Landscape Architect or Arborist?  
Response: A person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.
- Question: Can lawn and ornamental pest control be accomplished by a subcontractor?  
Response: Yes. Please indicate the company on the "List of Subcontractors" pages 52 and 65 and licensing on pages 55 and 68.



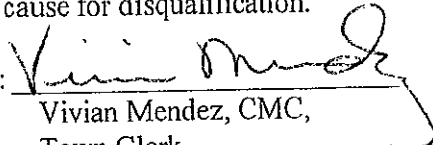
Addendum No. 1 (continued)

- Copies of the current contracts are enclosed. These contracts have been extended by Commission approval until new contracts are in place.

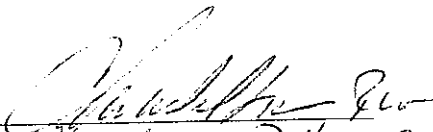
.....

Bidders must acknowledge receipt of this Addendum Number 1 in the space provided below.  
This Addendum forms an integral part of the bid document and therefore must be executed.  
Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 4, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder: CHRIS WAYNE AND ASSOC, INC.  
15863 9TH DR. N JUPITER  
FL. 33478

Signed By:   
Print Name: Chris Wayne Dellapa, Pres.  
Title: PRESIDENT  
Date: 5/7/15

End of Addendum #1

Attachments: Revised Schedule of Bid Items Pages 62, 63A & 63B  
Copy of current contract



ADDENDUM NO. 2

May 12, 2015

LANDSCAPE MAINTENANCE SERVICES

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE  
CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.2 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document "*REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015*" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

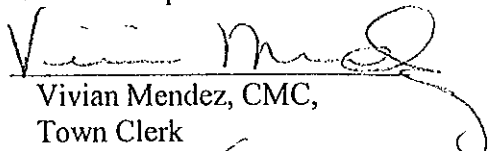
BOUND CONTRACT DOCUMENT- Contract "B" Lake Park Harbor Marina Landscape Maintenance

Pages 38- 46 and Schedule of Bid Items, pages 62 Revised, 63A & 63B: ALL reference to "feeding" or "fertilizer" are to be bid as the contractor providing all labor, equipment and materials. **The Town does not intend to provide the fertilizer for the landscape maintenance at the Lake Park Harbor Marina.**

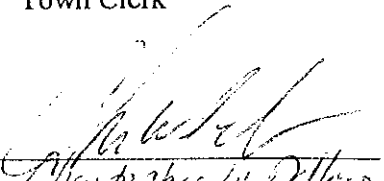
Response to Question: It is recommended that each bid submittal include its own bid bond.

Bidders must acknowledge receipt of this Addendum Number 2 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 12, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder:

Signed By:   
Print Name: Christopher DeDellago  
Title: President  
Date: 5/12/15

End of Addendum #2

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

E-mail: publicworks@lakeparkflorida.gov

**CONTRACT "A"**  
**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice 5 Gal. Bucket	Per event	52	\$ <u>1,560.00</u>
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	\$ <u>53,550.00</u>
4.	Operate and inspect irrigation system. Repair damages.	Per event	42	\$ <u>5,880.00</u>
5.	Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work incl. plan approval*	Per Event	42	\$ <u>1,200.00</u>
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	\$1,000.00(L.S.) times 8 events per year. **	\$ <u>8,000.00</u>
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	\$200.00 (L.S.) times 2 events per year.	\$ <u>400.00</u>
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	\$200.00 (L.S.) 1event per year.	\$ <u>200.00</u>
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	\$200.00 (L.S.) times 2 events per yr.	\$ <u>400.00</u>
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$500.00 (L.S.) times 2 events per yr.	\$ <u>1,000.00</u>
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	\$1,750.00(L.S.) times 2 events per yr.	\$ <u>3,500.00</u>
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$ <u>.65</u> (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$ <u>7,705.50</u>
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$ <u>.10</u> (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; one event per yr.	\$ <u>1,609.50</u>
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$ <u>30.00</u> times 33 trees per yr.	\$ <u>990.00</u>
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$ <u>30.00</u> times 80 trees per yr.	\$ <u>2,400.00</u>

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

TOTAL BASE BID ITEMS 1 THRU 15

SUB-TOTAL: \$ 88,495.00

ALTERNATE I -- BID ITEMS  
TOWN GREENE

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$ <u>5.00</u> /wk.	\$ <u>260.00</u>
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$ <u>15.00</u> /wk.	\$ <u>780.00</u>
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$ <u>25.00</u> /event	\$ <u>750.00</u>
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$ <u>15.00</u> (l.s.) times 2 events per yr.	\$ <u>30.00</u>
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$ <u>30.00</u> (l.s.) times 2 events per yr.	\$ <u>60.00</u>

**SCHEDULE OF BID ITEMS (cont.)**

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

**TOTAL BID ITEMS 1A THRU 5A** **SUB-TOTAL: \$ 1,880.00**

**WRITTEN AMOUNT: \$ One thousand eight hundred eighty and xx/100**

**TOTAL BID ITEMS: BASE BID + ALTERNATE I** **TOTAL: \$ 90,375.00**

**WRITTEN AMOUNT : \$ Ninety thousand three hundred seventy-five and xx/100**

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

**INITIAL MAINTENANCE EVENT**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ -----
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ <u>6,600.00</u>
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ <u>0</u>

**TOTAL BID ITEMS 1 THRU 3** **TOTAL: \$ 6,600.00**

**WRITTEN AMOUNT: \$ Six thousand six hundred and xx/100**

SCHEDULE OF BID ITEMS (cont.)

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	\$60.00
2.	Landscape Foreman	Hourly	\$ 45 / Hr.	\$45.00
3.	Grounds Maintenance worker	Hourly	\$ 30 / Hr.	\$30.00
4.	Laborer	Hourly	\$ 30 / Hr.	\$30.00
5.	Landscape Architect	Hourly	\$ 150 / Hr.	\$150.00
6.	Arborist	Hourly	\$ 90 / Hr.	\$90.00
7.	Fertilizer certified applicator	Hourly	\$ 50 / Hr.	\$50.00
8.	Pesticide certified applicator	Hourly	\$ 60 / Hr.	\$60.00
	Other Administrative	Hourly	\$ 40 / Hr.	\$40.00

Submitted by: Chris Dellago, RLA

Name of firm: Chris Wayne and Associates, Inc.

Tel. # 561-746-4225

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park  
535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside  
Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of Schedule of Bid Items Contract "A"**

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

N/A

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) N/A	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____








**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)**  
*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator as applicable*

*Include Subcontractors Performing These Services on the Page for "List of Subcontractors."*

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date	File No.	Expires
December 3, 2013	LF211579	December 3, 2017
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 3, 2017		
CHRISTOPHER WAYNE DELLAGO 15863 97TH DR. N. JUPITER, FL 33478		
 ADAM H. PUTNAM, COMMISSIONER		

**PALM BEACH COUNTY CONTRACTORS  
CERTIFICATE OF COMPETENCY**

CERTIFICATE # <b>U-20161</b>		EXPIRATION <b>09/30/2015</b>
---------------------------------	---	---------------------------------

NAME : CHRISTOPHER W DELLAGO  
 FIRM : CHRIS WAYNE & ASSOCIATES INC

DBA :

15863 97TH DR N  
 JUPITER, FL 33478

<b>CERTIFIED CONTRACTOR IRRIGATION SPRINKLER</b>
--

FEE :	250.00
ISSUED BY :	SMATTHES ON : 09/23/2013
ID #	0084292

Signature:   
 Contractor Signature Required

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

<b>LICENSE NUMBER</b>	
LA6655678	

The LANDSCAPE ARCHITECT  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015



DELLAGO, CHRISTOPHER W  
15863 97TH DRIVE NORTH  
JUPITER FL 33478



ISSUED 12/02/2013 SEQ # L1312020001016  
DISPLAY AS REQUIRED BY LAW

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

<b>LICENSE NUMBER</b>	
LC26000243	

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015



CHRIS WAYNE AND ASSOCIATES  
15863 97TH DRIVE NORTH  
JUPITER FL 33478



ISSUED 12/02/2013 SEQ # L1312020001060  
DISPLAY AS REQUIRED BY LAW



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2284

*Serving you.*

**"LOCATED AT"**

15863 97TH DR  
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0069 LANDSCAPE ARCHITECT	DELLAGO CHRISTOPHER W	LA6655678	U15.205312 - 01/23/15	\$51.25	840123982

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2014/2015 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200515864**  
**EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
CHRIS WAYNE ANS ASSOCIATES INC  
15863 97TH DR N  
JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or  
managing any business profession or occupation  
within its jurisdiction and **MUST** be conspicuously  
displayed at the place of business and in such a  
manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0099 LANDSCAPE ARCHITECT BUSINESS	DELLAGO CHRISTOPHER W	LC26000243	U15.265312 - 01/23/15	\$51.25	B40123980

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201101100  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20161	U15.265312 - 01/23/15	\$44.38	B40123961

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200515865  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 15863 97TH DR  
 JUPITER, FL 33478

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	DELLAGO CHRISTOPHER W		U15.265312 - 01/23/15	\$51.25	B40123979

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201101101  
 EXPIRES: SEPTEMBER 30, 2015**

CHRIS WAYNE ANS ASSOCIATES INC  
 CHRIS WAYNE ANS ASSOCIATES INC  
 15863 97TH DR N  
 JUPITER, FL 33478-9310



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# INCLUDE PROOF OF EXISTING INSURANCE



CHRIS-6      OP ID: JH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2014

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

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

<b>PRODUCER</b> Ryan Insurance & Financial Svc 302 W New York Avenue Deland, FL 32720 Rodney Silver	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No. Ext):</b> 386-738-2000 <b>FAX (A/C No.):</b> 386-738-2053 <b>EMAIL ADDRESS:</b> Certificates@Seanryaninsurance.com														
<b>INSURED</b> Chris Wayne & Associates 15863 97th Drive N Jupiter, FL 33478-9310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Star Insurance Company	18023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

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

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

INSR. LTR	TYPE OF INSURANCE	ADDITIONAL SUBRSK (A/C No. Ext)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accid) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WC 0834592 00	10/31/2014	10/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$      100,000 E.L. DISEASE - EA EMPLOYEE \$      100,000 E.L. DISEASE - POLICY LIMIT \$      500,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---------------------------	--

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# CERTIFICATE OF LIABILITY INSURANCE

CHRIS-5 OP ID: CT

DATE (MM/DD/YYYY)  
10/23/2014

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

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

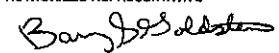
<b>PRODUCER</b> INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BARRY S. GOLDSTEIN		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																						
<b>INSURED</b> CHRIS WAYNE AND ASSOCIATES INC 15863 97TH DR N JUPITER, FL 33478		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>WESTERN WORLD INS CO - RPS</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	WESTERN WORLD INS CO - RPS		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT ADDL INSD <input checked="" type="checkbox"/> BLKT WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	X	NPP8143852	08/08/2014	08/08/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 CERTIFICATE HOLDER ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Gardner Timothy Williams  
Who, after being by me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is President of Chris Wayne and Associates, Inc., the Bidder  
That has submitted a proposal to perform work for the following project:  
  
Contract (Bid) # 102-2015 Project Name: Landscape Maintenance
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.


[Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 12 day of May, 2015 by  
Chris Dellano, who is personally known to me or who has produced PC/DC  
as identification.

NOTARY SEAL

Notary Signature: [Signature]

Notary Name: Gardner Timothy Williams  
Notary Public

**NOTARY PUBLIC**  
  
State of Florida  
My Commission Expires 05/23/2016  
Commission No. EE 201317



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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Gardner Timothy Williams, who, being by me first duly sworn, made the following statements:

1. The business address of 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478 (name of bidder or contractor) is Chris Dellago, RLA

2. My relationship to Chris Wayne and Associates, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of FL and

county of Palm Beach

on the 12 day of May, 2015.

Notary Public



My commission expires:

Gardner Timothy Williams  
Notary Public  
State of Florida  
My Commission Expires 05/23/2016  
Commission No. EE 201317

(Affix seal)

**ANTI-KICKBACK AFFIDAVIT**

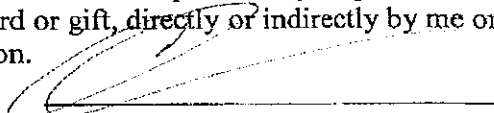
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Gardner Timothy Williams who, after being by me first duly sworn, deposes and says:

(1) I am Chris Dellago of Chris Wayne and Associates, Inc. the bidder that has submitted a proposal to perform work for the following project:

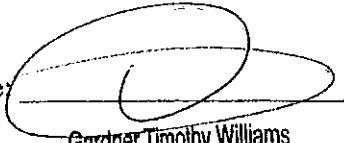
Contract # 102-2015 Project name: Landscape Maintenance

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park 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.

  
Signature

Subscribed and sworn to (or affirmed) before me this 12<sup>th</sup> day of May 2015  
by Chris Dellago, who is personally known to me or who has produced FC ID 2 as identification.

NOTARY SEAL:

Notary Signature:   
Notary Name: Gardner Timothy Williams  
~~Notary Public~~ Notary Public Florida  
State of Florida  
My Commission Expires 05/23/2016  
Commission No. EE 201317



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

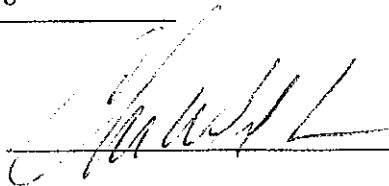
The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

Name: Chris Wayne and Associates, Inc. Company Name

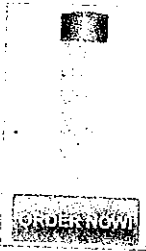
and Address: 15863 97<sup>th</sup> Drive North, Jupiter, FL 33478

Signature: \_\_\_\_\_



Name & Title: Chris Dellago, RLA / President

**Potassium Deficiency:**



**Symptoms:** Causes yellow, orange or brown flecks and necrotic margins of older leaves. Withering ("frizzling") begins on these older leaves first. From a distance these leaves often appear brown or orange in color. If deficiency is severe enough, new shoots will eventually be affected. If unattended, the palm may die. Curing the potassium deficiency can lead to magnesium deficiency. To balance, K and Mg should be applied together. Lutz Potassium Spikes contain a full 20% Potassium and 7% Magnesium. Potassium deficiency is common in most species of palms in Florida.



**Treatment:** Use 2 to 10 Lutz Potassium-Magnesium Spikes per palm depending on size of trunk and severity of the deficiency. Check the rate chart below.

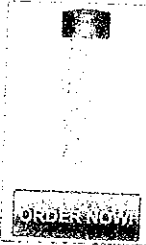
Complete recovery can take a year or longer.

Apply Potassium Spikes anytime the deficiency is observed.

Potassium Spike #30192	
Soluble Potash (K <sup>2</sup> O)	20%
Magnesium (Mg)	7%
7% Water Soluble Magnesium	
Sulfur (S)	20%
20% Combined Sulfur	
Total Nitrogen (N)	6%
6% Nitrate Nitrogen	

Derived From: Potassium Nitrate, Magnesium Sulfate.

**Maintaining Healthy Palms**



Lutz Palm Tree Maintenance Spikes are a fast, efficient, long lasting method of fertilizing healthy palm trees. Lutz Maintenance Spikes have been carefully formulated to effectively fertilize your palms while protecting them from the common deficiencies of Manganese, Magnesium, Potassium, Iron and Copper.

Lutz Palm Tree Maintenance Spikes contain nitrogen plus soluble Manganese, Magnesium, Potassium, Iron and Copper Sulfates. Their release has been slowed by the use of proprietary binders, to safely release these vital nutrients to the feeder roots of your Palms.

For those Palms showing symptoms of Manganese, Magnesium or Potassium deficiencies, we suggest using one of the Lutz Spikes that have been specifically formulated to treat these deficiencies. These Lutz Spikes are: #30190 Manganese Sulfate Spike; #30191 Magnesium Sulfate Spike and #30192 Potassium Sulfate Spike. Treatments may be made any time these deficiencies are observed.

Once the deficient palms have responded to treatment we recommend maintaining them with the Lutz Maintenance Spikes.

Maintenance Spikes are applied every 4-6 months, depending on zone/location.

Maintenance Spike #30193	
Manganese (Mn)	6%
6% Water Soluble Manganese	
Magnesium (Mg)	6%
6% Water Soluble Magnesium	
Soluble Potassium (K <sup>2</sup> O)	6%
Sulfur (S)	10%
10% Combined Sulfur	
Total Nitrogen (N)	6%
4.2% Ammoniacal Nitrogen	
1.8% Nitrate Nitrogen	
Iron (Fe)	1%
1% Water Soluble Iron	
Copper (Cu)	0.5%
0.5% Water Soluble Copper	

Derived From: Potassium Nitrate, Manganese Sulfate, Magnesium Sulfate, Ferrous Iron Sulfate, Copper Sulfate, Sulfate of Ammonia.

"I wanted to write and let you know the results I have had using Lutz Maintenance Spikes. I am the Interiorscape manager for Laurel Creek Nursery. In the past potted palms have been used infrequently in our accounts. One of the reasons for this was the difficulty supplying proper nutrients to palms. Our customers would complain of yellowing fronds, and curled leaves. Close inspection would reveal orange specks in the yellowed fronds, and a few necrotic margins.

We began using Lutz Maintenance Spikes in August. I am pleased to say that our potted palms have never looked better, and as a result we are using more palms. I have used the maintenance spikes on the following potted palms: Adonidia, Neanthe Bella, Kertia, Areca, Rhaps Excelsa, Date, Bamboo, Chinese Fan, Fishtail, Triangle, and Majesty. Our customers are pleased with the way their palms look.

Many thanks for developing this product."

Judy L. Little  
Laurel Creek Nursery  
Christiansburg, VA

**Suggested Coverage & Placement of Lutz Palm Tree Spikes**

Palm Diameter	6"	9"	12"	15"	18"
Spikes Used	3	4	6	8	10

Feeder roots on palm trees are at the outer edge of the root mass, which is normally about 18" to 36" out from the trunk. This is where the Lutz Palm Tree Fertilizer Spikes should be placed to get the maximum result.

REQUIREMENTS, QUALIFICATIONS &  
BID SUBMITTAL DOCUMENTS`  
FOR

**LANDSCAPE MAINTENANCE SERVICES**

**Bid 102-2015  
CONTRACT "A"  
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN LANDSCAPE MAINTENANCE**

**Bid 102-2015  
CONTRACT "B"  
TOWN OF LAKE PARK  
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**Mandatory Prebid Meeting  
11:00 p.m. April 29, 2015  
Town Hall Commission Chambers, 535 Park Ave.  
Lake Park, Fl. 33403**

**Bids Due: 11:00 a.m. May 13, 2015  
Office of the Town Clerk  
535 Park Avenue  
Lake Park, Fl. 33403**

**TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK FLORIDA 33403**

**TOWN CLERKS OFFICE  
(561) 881-3311  
Town Website: [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)**

**CONTRACT "A"**  
**LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**  
**DOWNTOWN LANDSCAPE MAINTENANCE**

**CONTRACT "B"**  
**TOWN OF LAKE PARK**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**Bid # 102-2015 "A" & "B"**

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**PROJECT DATA**

Project Title: Contract "A"- Lake Park CRA-Downtown Landscape Maintenance  
Contract "B" – Lake Park Harbor Marina Landscape Maintenance

Project Number: Town Project No. 102-2015 "A" & "B"

Project Locations: Contract "A" Park Ave & adjacent alleyways 7<sup>th</sup> to 10<sup>th</sup> St. incl. 10<sup>th</sup> St. Park Ave. to Northlake Blvd.  
Contract "B" Lake Park Harbor Marina-Lake Shore Dr., Silver Beach Rd. to Cypress Drive.

Project Owner:  
CRA Board: Contract "A" Lake Park Community Redevelopment Agency  
James Dubois, Chairman  
Kimberly Glas Castro, Vice Chair  
Erin T. Flaherty, Board Member  
Christiane Francois, Board Member  
Michael O'Rourke, Board Member  
Kathleen Rapoza, Board Member  
Vacant

Project Owner:  
Town Commission: Contract "B" Town of Lake Park  
James Dubois, Mayor  
Kimberly Glas Castro, Vice Mayor  
Erin T. Flaherty, Commissioner  
Michael O'Rourke, Commissioner  
Kathleen Rapoza, Commissioner

Owner's Representative: Bambi McKibbon-Turner, Interim Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: Richard Pittman  
Project Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3347  
Fax: (561)881-3349

**END OF PROJECT DATA**

**LIST OF DRAWINGS**

**CONTRACT "A"  
LAKE PARK CRA  
DOWNTOWN LANDSCAPE MAINTENANCE**

<b>SHEET#</b>	<b>TITLE</b>
1	Landscape Maintenance Lake Park CRA Park Ave. & Alley, 7 <sup>th</sup> to 8 <sup>th</sup> Streets
2	Landscape Maintenance Lake Park CRA Park Ave. & Alley, 8 <sup>th</sup> to 9 <sup>th</sup> Streets
3	Landscape Maintenance Lake Park CRA Park Ave., 9 <sup>th</sup> to 10 <sup>th</sup> St. incl. alleys
4	Landscape Maintenance Lake Park CRA 10 <sup>th</sup> St. & alley, Park Ave. to Jasmine Dr.
5	Landscape Maintenance Lake Park CRA 10 <sup>th</sup> St. & alley, Jasmine Dr. to Magnolia Dr.
6	Landscape Maintenance Lake Park CRA 10 <sup>th</sup> St. & alley, Magnolia Dr. to Northlake Blvd.

**CONTRACT "B"  
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE  
DOWNTOWN LANDSCAPE MAINTENANCE**

<b>SHEET#</b>	<b>TITLE</b>
1	Lake Park Harbor Marina Landscape Maintenance Contract Site

**END OF LIST OF DRAWINGS**



**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**LANDSCAPE MAINTENANCE SERVICES  
Bid 102-2015 Contracts "A" & "B"**

**CONTRACT "A"  
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY  
DOWNTOWN LANDSCAPE MAINTENANCE**

**CONTRACT "B"  
TOWN OF LAKE PARK  
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

The work of Contract "A" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and disposal, all within the public right-of-ways of Park Avenue, 10<sup>th</sup> Street and alleyways in the Lake Park CRA.

The work of Contract "B" shall generally consist of mowing, edging, mulching, maintenance of turf, ground cover, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, including debris collection and removal at the Lake Park Harbor Marina for the Town of Lake Park.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certificate for commercial fertilizer application.

Each contract will be for a term of three (3) years with the option of two one-year extensions.

If the Town and CRA choose to award a contract, each contract will be awarded to the lowest responsive and responsible bidder based on the base bid and selected alternates or in the opinion of the Town and CRA to the company whose bid is most advantageous, and provides the best value.

Sealed bids for each contract will be received in triplicate by the Town Clerk until 11:00 a.m., on May 13, 2015, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

**Project Documents**

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a \$20.00 non-refundable fee, for each bid set.

Bids shall be submitted on the form(s) provided.

#### Pre-Bid Conference

A Mandatory Pre-Bid Conference is scheduled for 11:00 a.m., April 29, 2015, in the Town Hall Commission Chambers, Lake Park, Florida.

#### Bid Documents

Envelope containing bid must be sealed and be clearly marked, "Landscape Maintenance, Bid No. 102-2015 Contract "A" and/or "B", due 11:00 a.m., May 13, 2015".

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required.

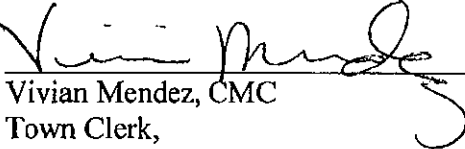
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 11:00 a.m. on May 13, 2015. Award of contract for Contract "A" will be made at a CRA Board meeting. Award of contract for Contract "B" will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Lake Park CRA Board and Town Commission of the Town of Lake Park reserve the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

  
Vivian Mendez, CMC  
Town Clerk,  
Town of Lake Park, Florida

Publish: Palm Beach Post      April 12, 2015

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. **Please note, no fax, email, or phone bids will be accepted.**
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**LANDSCAPE MAINTENANCE  
Bid No. 102-2015 Contract "A" and/or "B"  
Due 11:00 a.m. May 13, 2015  
Attn: TOWN CLERK**

- **MANDATORY PRE-BID CONFERENCE:**  
There is a **MANDATORY** pre-bid conference scheduled for this project, to be held at 11:00 a.m. on April 29, 2015 at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will provide an overview of the project and bid documents. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are **REQUIRED** to attend or be represented at the pre-bid meeting to glean additional information about the project, and to insure any clarifications are given and questions are answered. Prior to the pre-bid meeting, interested companies are encouraged to inspect the site, familiarize themselves with the requirements, and to insure all items affecting the bidding/costing of the project are considered.

### PURPOSE OF BID

**The sole purpose of the two bids is to provide for the LANDSCAPE MAINTENANCE Services as described in the Scope of Work section of this solicitation.**

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town and shall not delay the execution of the contract requirements. It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town prepare Contract "A" and Contract "B", each of which will include the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Receipt of a Town Purchase Order, referencing the project
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed).

### **REQUIRED SUBMITTAL ITEMS**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and Two (2) COPIES of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Schedule of Bid Items
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Public Entity Crimes Affidavit
- Anti-kickback Affidavit
- Certification of Nonsegregated Facilities

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

The "Town", "Town of Lake Park", "Lake Park CRA" and "CRA" are also referred to as "Owner"

### 2. BOND REQUIREMENTS:

**Bid Bond:** Bids in excess of \$25,000 will require that a surety bond be submitted with the bid in the amount equal to five percent (5%) of the bid total. The Owner's accept, as fulfillment of this requirement, a cashier's check or money order made out to Town of Lake Park or Lake Park CRA (referencing the project), or a construction bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK) or (Lake Park CRA), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contract and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**Performance and Payment Bond:** Not Required.

### 3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and TWO copies, on the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow

for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

- C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the respective Owner. The Owners reserve the right to reject any subcontractor and require replacement with an approved subcontractor.

#### 4. **BIDDERS SUBMITTING MORE THAN ONE BID**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

#### 5. **REJECTION OF BIDS**

The Town and CRA reserve the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner(s) reserves the right to waive any informality in bids, at its discretion.

#### 6. **AWARD OF CONTRACT (Anticipated July 1, 2015)**

- A. If the Owner chooses to award a contract, it will be to the lowest responsive and responsible Bidder, or in the opinion of the Owner, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK and /or CRA reserve the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

- C. If a recommendation of award is made, and the recommended company is unable to provide the required insurance or any other contract document, or if the recommended company fails in the determination of the respective Owner, to work in good faith toward expeditiously meeting the Owner's pre-construction requirements, then the Owner reserves the right to cancel the recommendation, and recommend the next-lowest Bidder, or that Bidder, which in the sole determination of the Owner, offers the Owner the next-best value and/or the most advantageous opportunity to construct the project.

**7. EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRIZE**

- A. The Town and CRA shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contract with the Town or CRA because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.
- B. This division shall be read consistently with the Florida Civil Rights Act, F.S. Ch. 760, and shall not repeal existing or subsequently enacted Town minority/women business enterprise ordinances.

**8. BID PREFERENCES**

The Town and CRA provide one of the following bid preferences:

- (1) To local merchants that are within five percent of the lowest bid submitted; or
- (2) To certified minority business enterprises or women business enterprises that are within five percent of the lowest bid submitted.

**9. CONFLICT OF INTEREST**

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and the Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees F.S. 112.303 Part III are incorporated herein by reference as if fully set forth herein.

**10. GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

11. **RETURN OF BID SECURITY:**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid Surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Awarded. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be returned upon the Contract Agreement document being fully executed.

12. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's and/or CRA's option.

13. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

14. **POWER OF ATTORNEY:**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds.

15. **ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.



Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

16. **DAVIS/BACON ACT: NOT APPLICABLE**

17. **PROTESTED SOLICITATIONS AND AWARDS**

(a) *Right to protest.* Any actual, or prospective, bidder or proposer that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Town's Finance Director.

(b) *Notice*

(1) A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the Finance Director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

(2) The formal written protest must then be filed at the office of the Finance Director no later than 5:00 p.m. Eastern Time, within five business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:

- a. Identification of the name, address and contact information of the protestant and the solicitation involved;
- b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;  
and
- c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved;
- d. A clear statement, in writing, of the specific nature of the relief requested by protestant.
- e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the Finance Director, and shall provide the town manager with evidence of such mailing.

(3) The formal written protest is considered filed with the town when it is received by the Finance Director and is not timely filed unless it is received by the Finance Director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(4) These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

(c) *Authority to resolve.* The Finance Director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the Finance Director within five business days of the date of the written decision, whereby a protest committee, comprised of the Finance Director, Town Manager, Town Attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

(d) *Proceedings.* The Finance Director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.

(2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.

(5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined in this resolution, the solicitation or award shall be cancelled or revised.

(6) If it is determined that the solicitation or award should be upheld, the Finance Director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

(e) *Stay of procurement during protests.* In the event of a timely protest, the Finance Director shall not proceed further with the solicitation or with the pending award of the contract until the Finance Director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

(f) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

(g) *Damages.* In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

**18. FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK and Lake Park CRA is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK and/or CRA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**19. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

**20. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

**21. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
('PUBLIC ENTITY CRIMES')**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit 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 in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.’

**22. ANTI-KICKBACK AFFIDAVIT**

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park or CRA as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor’s firm or by an officer of the corporation.

**23. ‘CERTIFICATION OF NONSEGREGATED FACILITIES’  
(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)**

SEC. 202,... all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply will all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contract in accordance with authorized procedures.

**23. INSPECTION AND TESTS (NA)**

**24. SUSPENSION AND DEBARMENT**

(a) *Suspension.* A vendor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, Town;

(2) Vendor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the Town;

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. **LIQUIDATED DAMAGES:** Not Applicable

26. **CONTRACT TERM**

Each contract will be for a term of three (3) years with the option of two one-year extensions.

27. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

28. **APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

25. **RIGHT TO INSPECT**

The Town and/or CRA may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town and/or CRA

26. **RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

27. **ADDITIONAL INFORMATION** Requests for additional information should be referred to Vivian Mendez, CMC, Town Clerk, at (561)881-3311.

End of Instructions to Bidders

## CONTRACT AGREEMENT INFORMATION

### 1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and/or CRA and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

### 2. GENERAL CONDITIONS

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

### 3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

### 4. PRELIMINARY MATTERS

#### **BEFORE STARTING CONSTRUCTION:**

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

#### **INSURANCE REQUIREMENTS**

#### **CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town and/or CRA (Owner). Certificate of Insurance shall be submitted to Owner within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

- |                           |             |
|---------------------------|-------------|
| A. Worker's Compensation: |             |
| 1. State                  | Statutory   |
| 2. Employer's Liability   | \$1,000,000 |



- a) Disease-policy \$1,000,000
- b) Disease-each employee \$1,000,000

B. Commercial General Liability:  
 (Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

- Each Occurrence \$1,000,000.
- Annual Aggregate per job/contract \$2,000,000.

C. Business Automobile Liability: (Any-auto, including hired and non-owned auto):

- 1. Each Occurrence \$1,000,000
- 2. Combined single limit for bodily Injury and property damage \$1,000,000

The Town and/or CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the Town and/or CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the Town and/or CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the Town's or CRA's verification and approval as part of the Owner's evaluation of the bid or proposal. The Owner may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement of covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the Town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

### **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the concept and scope of the work. The Contractor shall be responsible for the coordination and execution of all aspects of the scope of work.

### **PERFORMANCE AND PAYMENT BONDS** : Not Applicable

### **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town and/or CRA, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park/Lake Park CRA shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

### **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.
- B) Twelve month estimated cost for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

## WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

## SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

## ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

## SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

## TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

## **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

## **MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**Contract Agreement**  
**AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR**  
**CONTRACT "A"**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**TOWN OF LAKE PARK**  
**TOWN PROJECT #102-2015**

Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the \_\_\_ day of \_\_\_\_\_, 2015; and \_\_\_\_\_ authorized to execute same.

LAKE PARK CRA, through its BOARD

Attest:

By: \_\_\_\_\_  
James Dubois, Chairman  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, CRA Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_ day of \_\_\_\_\_, 2015

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by

\_\_\_\_\_ who (check one ) [ ] is personally known to me or [ ]  
] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**Contract Agreement**  
**AGREEMENT BETWEEN TOWN OF LAKE PARK AND CONTRACTOR**  
**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**  
**TOWN OF LAKE PARK**  
**TOWN PROJECT #102-2015**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No. 102-2015. All terms, conditions, plans and specifications of No. 102-2015, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_, 2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the TOWN'S bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_ day of \_\_\_\_\_, 2015; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

By: \_\_\_\_\_  
James Dubois, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

(Town Seal)

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_ day of \_\_\_\_\_, 2015

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  ):ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by

\_\_\_\_\_ who (check one) [  ] is personally known to me or [  ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:



## LANDSCAPE BID SPECIFICATIONS

**Contracts "A" & "B" unless superseded by specific requirement in "B"**

**1. Scope/Intent:** It is the intent of the Town of Lake Park and the Lake Park CRA to seek bids from qualified Landscape Maintenance service contractors for landscape services at the Lake Park Harbor Marina and within the Town's CRA district. The contract is for a three year period with the potential for two, one-year extensions. The Town seeks competitive unit pricing that maximizes the quality and level of service.

The Town is seeking qualified landscape maintenance companies to provide labor, materials (other than those provided by Town listed elsewhere), services, skills, supervision, and necessary tools and equipment to maintain landscaping in accordance with specifications listed herein. A qualified company shall employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding a GI-BMP certificate for commercial fertilizer application.

### **1.1 General Requirements**

- 1.1.1 Services to be performed during the weekday, during daylight hours.
- 1.1.2 Contractor is required to assure that the landscape has a neat and maintained appearance by mowing all grounds and trimming all hedges, maintaining plants and trees by pruning methods according to the Technical Specifications' and Specific Landscaping Duties- Frequency section of the bid documents. Remove weeds from beds which include landscaped areas, mulched areas, and ground cover areas.
- 1.1.3 All debris resulting from landscape maintenance operations shall be swept, collected and disposed of by the contractor, at a location away from the site as the work progresses.
- 1.1.4 Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice.
- 1.1.5 Parking lot perimeters, weeds, and grasses shall be controlled with approved contact herbicide sprays and /or manual weeding as required.
- 1.1.6 All application of pest control or herbicide products must be performed by or under the direct supervision of a licensed applicator.
- 1.1.7 Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. It is the contractor's responsibility to ensure the sprinkler system is functioning properly at all times.

### **1.2 Specific Requirements**

#### **1.2.1 Mowing**

- Mowing shall be performed in accordance to a designated schedule to maintain a neat, clean, green and professional appearance.
- Grass areas shall be cut weekly during the months April through October and an average of every ten to fourteen days in the remaining months.
- Power lawn mowers of sufficient horsepower will be used for the type of existing grass.

- Mower blades will be kept sharp to provide a quality cut and prevent tearing of grass.
- Various mowing patterns will be utilized for even distribution of grass clippings and to prevent ruts in the ground created by mowing equipment.
- Grass clippings will be kept out of ornamental beds and removed from paved areas and walkways. During routine visits the contractor is responsible for removing loose trash and debris prior to mowing. Clippings and debris on non-grass areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

### **1.2.2 Edging**

- All paved areas, walkways, plant beds, and trees will be edged at each mowing.
- Edging and trimming along all plant beds, curbs, paved areas, and trees shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- Permanent fixtures in the grass areas are to be trimmed with weed eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- Equipment used for edging and weed eating will have proper safety guards to deflect flying debris.
- Areas around irrigation heads will be trimmed for effective water distribution.
- Edging that cannot be addressed during regular visits due to vehicular obstructions, should be discussed with the Marina Director to achieve a solution.

### **1.2.3 Debris Removal**

- All areas covered in grass clippings will be vacuumed or collected to maintain neat, clean and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, on every cut.
- Dispose of all debris off site, in accordance with any Federal, State or Local Laws, codes, or Ordinances.

### **1.2.4 Shrubs, Trees and Other Plantings**

- Will be performed as needed to maintain a neat clean and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, etc. on every cut.
- Dispose of all debris off site, in accordance with any applicable Federal, State or Local laws.

### **1.2.5 Fertilization and Mulching**

- Fertilization will be two (2) times per year in November and April to maintain a neat, clean, green and professional appearance.
- The winter application will use a combination fertilizer and insecticide for chinch bug and fire ant control.
- Contractor shall advise the Town of fertilizer preference. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.
- Application of Fertilizer to be applied to dry grass and then watered immediately.
- All Federal, State, and local regulations must be followed.

- MSDS sheets are required by the Public Works Department and Palm Beach County Fire Rescue Department.
- Mulch selected planter areas/beds one (1) time per year.
- Mulch in planting beds must be maintained at a minimum depth of two (2) inches
- All Mulch shall be Grade "A", non-floatable Eucalyptus or Pine Bark Mulch.

#### **1.2.6 Insect Control**

- A granular, systemic Insecticide will be applied two (2) times per year for White Fly.
- Contractor shall monitor trees and shrubs for signs of disease and insect infestations including the "White Fly." If evidence of an infestation is present, a liquid spray insecticide will be applied.
- In all cases of application, the Project Manager shall be notified prior to application. Non-compliance of adequate pest control will result in contractor being liable for any sod or plant material replacement deemed necessary.
- All application of insecticide/herbicide products must be performed by or under the direct supervision of a licensed applicator in the State of Florida.
- All Federal, State, and local regulations must be followed.
- MSDS sheets are required by the Public Works Department and Palm Beach County Fire Rescue Department.

#### **1.2.7 Weed Control**

- Pre-emergent weed control should be applied once per year with a well-balanced fertilizer, during November to maintain a healthy green color.
- Weeds must be eradicated and removed to present a neat, well maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergent herbicide. Dead or damaged portions of plants shall be removed whenever possible.

#### **1.2.8 Irrigation**

- Irrigation system is to be maintained in optimal working condition to obtain a green and professional appearance.
- Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- The Contractor shall make provisions to provide watering services up to one time per week for non-irrigated areas such as containers.
- Contractor is responsible for insuring that all local codes, ordinances and other applicable regulations are followed.
- Where applicable, an approved "rust prevention" chemical will be supplied to the irrigation system tank to prevent discoloration of the buildings and walkways.
- Sprinkler heads will be adjusted to properly cover designated watering zones.

## 2. Notification of Grounds Supervisor

- 2.1 Town Project Manager Contact, Richard Pittman, phone # (561) 881-3345.
- 2.2 Reports – All services rendered shall be documented on vendor's landscape service report form and a copy e-mailed or faxed (561.881.3349) to the Town Project Manager at rpittman@lakeparkflorida.gov. Proper documentation of landscape service will be required for expeditious processing of payments. **All invoices must reflect the correct Purchase Order Number.** Work must be performed to the satisfaction of the Town Project Manager who will inspect work and approve payment. No additional work outside the terms of the Base Bid contract may be performed without advance notice to the Town Project Manager. A Purchase Order Number will be provided based upon the contractor's estimate for the additional services.

## 3. Access to Locations

The Contractor will be provided keys for access to locked locations upon approval by the Town Project Manager or designee.

## 4. Contractor Qualification

- 4.1 The bidder must provide at least three (3) references prior to award. (See required submittals)
- 4.2 **Bidder must have at least TWO YEARS experience in this type of work.**
- 4.3 The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ an in-house person holding a GI-BMP certificate for commercial fertilizer application.
- 4.4 Valid insurance certificate must be kept on file with the Town of Lake Park at all times.
- 4.5 The town of Lake Park must be able to verify professional references and visibly inspect like work for properties equal to the size of the CRA area. We require an updated phone number, fax number and e-mail address to ensure good communication. The Town of Lake Park reserves the right to remove any contractor from the CRA jobsite due to non-compliance of any specifications in the contract with prior written notification.

## 5. Other Damages

Any other damages caused by the Contractor such as but not limited to the structures, fences, ornaments, windows, damaged by the Contractor's employees are to be replaced or repaired by the contractor to the satisfaction of the Town of Lake Park at no cost within five (5) working days. It shall be the responsibility of the contractor and the Town Project Manager to mutually agree upon the condition of the property, surfaces, fixtures, or other furnishings before starting work on this contract.

At the time of the Initial Maintenance Event the contractor must survey the entire project area and document the landscape elements that are in distress or in need of re-sets. Provide the Town with a list of plant material and palm trees that will be in need of future resets (this information will be used for budgeting purposes).

## 6. Product Information

Product literature and MSDS sheets for fertilizers, herbicides, and insecticides must be provided within (5) business days prior to application.

Contractor shall maintain copies of Material Safety Data Sheets (MSDS), for all used, prior to beginning service in the CRA District. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the CRA Project Manager prior to the product being used.

The Material Safety Data sheets must be in compliance with OSHA Regulation 1910.1200 paragraph g.

**7. Warranty**

Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage on any existing landscaping caused by application, will be replaced with new landscaping and/or lawn equal to the original, at no cost.

**8. Delivery, Storage and Handling**

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store and protect materials from harmful weather conditions and at temperature conditions recommended by material manufacturer. No products will be stored at any facility.

**9. Payment to Contractor**

The Town will issue a purchase order to the contractor, the dollar amount reflecting the anticipated services to be performed during a twelve month period or thru the Town's fiscal year. Within one month of receiving a purchase order from the Town, contractor shall submit a twelve month schedule showing the days of the week that routine services will be performed and the anticipated week that periodic services will be performed. The schedule will be approved by the Town Manager or his appointee for purposes of cash flow, notification of the public and ordering of materials such as fertilizer.

The monthly invoice will reflect the itemized number of services at the unit prices established in the contract schedule of bid items.

During the course of the contract proper documentation of services shall accompany monthly invoicing. No services outside of the contract bid items shall be performed without prior notification of the Town and a Town purchase order issued for such additional services.

## SCOPE OF WORK/TECHNICAL SPECIFICATIONS

### **DOWNTOWN LANDSCAPE MAINTENANCE CONTRACT "A"**

- **Mobilization, Permits (permit fees waived). Contractor must obtain license to work in the Town of Lake Park.**

#### **GENERAL**

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

#### **700 Block**

The 700 block of Park Avenue has two landscaped medians at either end of the block containing trees and low to medium height hedges. The bullnose in both medians contains annuals and mulch. The east median has Bougainvillea which requires special attention and the Clock Tower which serves as a gateway to the downtown. The right-of-way is 80 feet wide and there are trees and low to medium height hedges growing between private property parking lots and the back of the sidewalk. There are curbed parking lane bulb-outs that contain turf, low hedges, and trees. The parking spaces are flanked by low hedges and trees. There are grass swales, a half a block long, north and south of Park Avenue on 7<sup>th</sup> Street and 8<sup>th</sup> Street. Refer to the plan set for limits of work along 7<sup>th</sup> and 8<sup>th</sup> Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line a chain link fence and flank dumpster enclosures. The alleyway landscaping is irrigated from a well water pump station in the adjacent garden.

#### **800 Block**

The 800 block of Park Avenue has two landscaped medians at either end of the block. The work within the 80' right-of-way is similar to the 700 block. An irrigation pump station using well water is located in the east median. The north right-of-way is at the building face. Refer to the plan set for limits of work along 8<sup>th</sup> and 9<sup>th</sup> Streets.

The alleyway landscaping south of Park Avenue includes turf, shrubs, low hedges, Ficus hedge and irrigation system using potable water and battery operated time clock valves. Ficus hedge (6' height) will require White Fly treatment.

The property addressed as 800 Park Avenue is CRA owned and maintenance of the landscaping is included in the contract.

The property outlined in the plan set sheet 2 as Town Greene is private property used by the Town for special events. Maintenance of turf (Bahia), hedges, irrigation and fertilization is an Alternate in the bid.

## GENERAL (cont.)

### **900 Block**

The 900 block of Park Avenue has one landscaped median. The work within the 80' right-of-way is similar to the 700 and 800 blocks. The maintenance of the landscaping at the Post Office building is included in the contract. Refer to the plan set for limits of work on 9<sup>th</sup> Street.

Both of the alleyway landscaping north and south of Park Avenue include turf, shrubs, low hedges, Ficus hedge and irrigation system using potable water and battery operated time clock valves. Ficus hedge (6' height) will require White Fly treatment.

### **10<sup>th</sup> Street-Park Avenue to Northlake Boulevard**

Tenth Street has eight landscaped medians plus grassed triangle at intersection of 10<sup>th</sup> St. and Prosperity Farms Road. Three of the median bull noses have opportunity for mulch and annuals. There is turf, shrubs, ornamental grasses, palmetto shrubs, and variety of trees. There are two well water irrigation pump stations. Besides landscape and irrigation maintenance, collection of litter is required within the right-of-way (back of sidewalk to back of sidewalk). **NOTE:** 10<sup>th</sup> Street is a high speed/high volume roadway which requires signage and barricades to be placed when work is being performed within the right-of-way. See "Maintenance of Traffic (M.O.T.)" in Schedule of Bid Items.

### **Alleyway East of 10<sup>th</sup> Street between Greenbrier Court and Northern Drive**

The north/south alleyway has Ficus hedge, turf and irrigation system on the east side of the alleyway. One block has no alleyway. The irrigation system is served by battery operated time clock valves on potable water. The Ficus hedge is purposely kept low south of Hawthorne Drive for security purposes at the adjacent school. North two blocks of Ficus hedge is in bad condition and will require special treatment (hard cut-back or replacement). All Ficus hedge will require White Fly treatment.

## **SPECIFIC LANDSCAPING DUTIES-FREQUENCY**

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

42 times / year: Supply labor, equipment and material to mow, string-trim and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into storm water catch basins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

42 times / year: Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items."

12 times / year: Prune Ficus hedges (keep base slightly wider than top), edge, weed and rake beds. Maintain height at six feet maximum (unless otherwise noted).

2 time / year: Supply labor, equipment and materials to treat Ficus hedges with a granular systemic White Fly pesticide.

1 time / year: Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges ( including Ficus hedges) and groundcover. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor, equipment and materials to fertilize all palm trees using fertilizer spikes with appropriate micro-nutrients. Place five spikes per tree, minimum. Contractor to purchase fertilizer spikes.

2 times / year: Supply labor, equipment, and material to place annuals and two inches of mulch in selected beds. Budget \$ 3.40 per square foot for plants and mulch materials. Mulch shall be Eucalyptus or Pine Bark (no cypress mulch).

1 time / year: Supply labor, equipment, and material to mulch selected beds. Prepare beds by raking and removing loose material and weeds with a stiff, steel rake. Place two inch layer of fresh mulch. Budget \$0.40 per square foot for Eucalyptus or Pine Bark mulch (no cypress mulch).

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees less than 25' high. Dispose of all trimming off-site.

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees greater than 25' high. Include cost of Maintenance of Traffic (M.O.T.). Dispose of all trimmings off site for disposal.

**QUANTITIES (estimated for bidding purposes)**

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Turf .....	35,757 S.F.
Mulch beds .....	3,219 S.F.
Annual & Mulch beds .....	1,401 S.F.
Ornamental hedge and ground cover.....	Field Verification Required
Trees under 25' tall .....	63
Trees over 25' tall .....	152
Ficus Hedge trim .....	2,768 L.F.
White Fly treatment (systemic).....	2,768 L.F.
White Fly treatment (spray).....	14,000 S.F. (average hedge height x length)



**ALTERNATE I**

**Town Greene**

The Town Greene is a privately owned parcel on the west side of the 800 Park Avenue building that is being leased to the Town for special event usage. The lease agreement requires the Town to maintain the landscaping of this three-quarter of an acre parcel until the property owner moves ahead with the site development. The annual maintenance costs associated with the Town Greene will be included in each year of this contract with the understanding that this portion may be cancelled at any time after sixty days' notice to the contractor.

The regular collection of trash, maintenance of the Bahia turf, hedges, and irrigation system as well as the scheduled manual irrigation and fertilization of the turf, are a part of this Alternate Bid item.

The landscaping is irrigated from a well water pump station located at the west end of the property. There is not a permanent power supply to the pump and timer; a heavy duty extension cord must be run from the pump house to a nearby electric pedestal to activate the system for each irrigation event.

**SPECIFIC LANDSCAPING DUTIES-FREQUENCY (Town Greene)**

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

Weekly: Operate and inspect irrigation system. Connect power cord to supply and let system operate through an entire irrigation cycle, detach cord and store in pump house. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles, when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items."

30 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and or into storm water catch basins. Prune ornamental hedges (keep base slightly wider than top), edge, weed and rake beds. NOTE: Contractor may use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges, and weed control.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 time / year: Supply labor and equipment to fertilize all ornamental hedges. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

**QUANTITIES (estimate for bidding purposes)**

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Bahia Turf ..... 21,430 S.F.

Ornamental hedge ..... 708 L.F.

END SCOPE OF WORK/TECHNICAL SPECIFICATION CONTRACT "A"

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**  
**CONTRACT "B"**

**GENERAL SPECIFICATIONS AND REQUIREMENTS**

- **Mobilization, Permits (permit fees waived). Contractor must obtain license to work in the Town of Lake Park**

The CONTRACTOR shall furnish all labor, supervision, equipment and materials as necessary to maintain the landscapes in an attractive and safe condition throughout the year.

**SCOPE – ALL AREAS**

**GROUNDS:** The CONTRACTOR shall remove and properly dispose of all litter and debris from lawn areas, planting beds, walkways, and parking lots. All grass and weeds or vines from expansion joints, cracks in pavement, parking lots, walkways and fences shall be removed. On paved areas only, weeds and unwanted grass may be controlled with the use of herbicides on a weekly basis. All dead vegetation shall be removed. The CONTRACTOR shall "weed eat" around all trees, fences, signs, ditch embankments, buildings and other obstacles at each mowing in order to maintain a neat appearance. Unless specifically approved by the MARINA, use of herbicides in lieu of "weed eating" is not permitted.

**LAWN CARE:** Mowing shall be done to ensure a uniform appearance. The CONTRACTOR shall mow the grass weekly from March 1 through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance.

**PEST CONTROL:** The CONTRACTOR shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around annuals, perennials, ground covers, shrubs, vines and trees. This shall include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications shall be performed when temperatures are below 90 degrees Fahrenheit and when wind drift is negligible. The first choice will be insecticidal soaps, horticultural oils and biological controls. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon the MARINA'S approval, herbicides may be employed for heavy weed infestations.

**PLANT BEDS:** The CONTRACTOR shall weed the plant beds when necessary to maintain a weed free appearance.

**FREEZE DAMAGE:** Any freeze damaged ground covers shall have dead growth removed in the spring by appropriate means.

**REPLACEMENT OF PLANT MATERIAL:** The MARINA will be responsible to replace all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances such as wind. If the MARINA'S representative determines the poor condition of plant materials is due to improper maintenance or irrigation, the CONTRACTOR shall be responsible for replacing such plant material at the CONTRACTOR'S sole expense. The CONTRACTOR shall notify the MARINA'S representative immediately of plants or areas in distress. The CONTRACTOR or its representative and the MARINA'S Designated Representative will inspect the damaged plant material and prepare a written plan/schedule of replacement. All replacements shall be accomplished within one (1) week of notification. No dead plants will remain in the landscape. Trees or plants that blow over or are disturbed from their normal planted location by wind, vehicular damage or vandalism, shall be replanted within twenty-four (24) hour notice. If time constraint is not met and the plant dies, it shall be replaced by the CONTRACTOR at its sole expense.

**PRUNING:** The CONTRACTOR shall prune and shape all shrubbery to maintain the natural form of the plant and maintain growth within the limits of the plant bed, also to eliminate the damaged or diseased wood, and sight distance requirements if needed. Trees are to be pruned back twice a year. Trees hanging over sidewalk area are to be

trimmed as needed so walking under them is easily assessable to pedestrians entering the buildings. All pruning work shall comply with ANSI-300A standards. A blower shall be used on sidewalks after each cutting. Parking lots shall be cleared at least once a month and after pruning.

INSPECTIONS: A MARINA Representative will conduct inspections on a monthly basis or as needed. Items discovered to be deficient during inspection shall be corrected within one week.

IRRIGATION SYSTEMS: The CONTRACTOR shall inspect and test rain shut off devices and other components and zones of the irrigation system monthly and shall reset zone times according to seasonal evaporation transpiration changes. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the CONTRACTOR, with the MARINA paying for parts. Once a year the CONTRACTOR will recalibrate each zone to allow for the application of one inch of water per week. During weekly maintenance, the CONTRACTOR will note and report to MARINA any symptoms of inadequate or excessive irrigation, drainage problems, etc. Timers will be reprogrammed during the dormant season to apply W' water per week. Repairs or system service beyond the above scope will be charged to the client at an hourly rate per

### **ST AUGUSTINE GRASSY AREAS**

St Augustine grassy areas, nineteen (19) locations within the entire MARINA complex,  
**Having a sum total of approximately 77,050 sq. ft.**

- 1) D-docks; 5 (5) segments – and identified as starting south and proceed northward:  
A segment approximately 34.5' x 5'  
A segment approximately 74.5' x 5'  
A segment approximately 70' x 5' with an adjoining extension 23' x 9'  
A segment approximately 79' x 5'  
An irregular segment at the northern corner of D-dock and abutting the marina entrance lane and parking  
**Sum total of approximately 2,395 sq. ft.**
- 2) Main parking lot detention basin, in center of main parking lot;  
**A large segment of approximately 19,900 sq. ft.**
- 3) Northeast lawn – abutting seawall (to be treated as a multi-variety grassy area);  
**A segment of approximately 10,230 sq. ft.**
- 4) North marina field and Lake Shore Drive swale;  
**A two (2) segment area of approximately 18,600 sq. ft.**
- 5) Marina entranceway median;  
**A segment of approximately 1,440 sq. ft.**
- 6) Marina's northwest basin bulkhead – consisting of two (2) narrow segments measuring approximately 73' x 4' and one (1) irregular segment abutting the bulkhead and including the abutting swale on Lake Shore Drive at the marina's main entrance  
**Sum total of approximately 925 sq. ft.**
- 7) Swale area at north end of E-docks;  
**A two (2) segment area of approximately 480 sq. ft.**
- 8) Median west of E-docks parking area;  
**A segment of approximately 1,330 sq. ft.**
- 9) Grassy ¼ circle segment located at south end of E-docks;  
**A segment of approximately 250 sq. ft.**

- 10) Swale west of Lake Shore Drive – a sum of six (6) segments; two (2) segments north of Cypress Drive, and four (4) segments south of Cypress Drive  
**Sum total of approximately 3,480 sq. ft.**
- 11) Catch basin west of and abutting F-docks parking lot;  
**A long segment north to south of approximately 3,980 sq. ft.**
- 12) F-docks parking lot southern-most grassy area and swale;  
**Two (2) segments with a sum total of approximately 1,630 sq. ft.**
- 13) Eastern trailer lot catch basins - north to south sections including median;  
**A long segment north to south of approximately 1,960 sq. ft.**
- 14) Easterly middle trailer lot catch basins - north to south – a sum of eleven (11) segments including, nine (9) being separate median segments;  
**Eleven (11) segments with a sum total of approximately 3,100 sq. ft.**
- 15) West trailer lot catch basins and median - north to south;  
**A long segment north to south of approximately 2,850 sq. ft.**
- 16) Western trailer lot - west side grassy area;  
**A long segment north to south of approximately 800 sq. ft.**
- 17) Federal Hwy parking lot – lower eastside grassy area;  
**A long segment north to south of approximately 800 sq. ft.**
- 18) Federal Hwy parking lot- grassy area abutting old building pad;  
**Two segments with a sum total of approximately 1,800 sq. ft.**
- 19) Swale - north side of Silver Beach Rd;  
**Two segments with a sum total of approximately 1,100 sq. ft.**

#### **ST AUGUSTINE GRASS CARE AND MAINTENANCE**

LAWN CARE: Mowing shall be done to ensure a uniform appearance. Grass shall be cut no lower than three (3) inches and at no time be allowed to reach height of five (5) inches. The CONTRACTOR shall mow the grass weekly from **March 1** through November 30 and every two weeks from December 1 through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance but no less than twice a month. Chemical means of edging is not acceptable.

#### **FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF ST AUGUSTINE GRASS**

The CONTRACTOR is encouraged to have the soil tested twice yearly, to determine what nutrients the St Augustine lawn needs for best health and provide an advisement report to the MARINA representative at the commencement of the contract year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

St Augustine grass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be *Nozzle Nolen* and *Hulett Environmental Services*, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for St Augustine grass in the specified

locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

**NOTE:** There are several water drainage systems in the catchment areas within the MARINA complex having direct access to the MARINA'S basin and intracoastal waters that must be observed. The CONTRACTOR and their agents are required by the MARINA to provide adequate protection procedures in place during all chemical applications.

### **BERMUDAGRASS – known as CELEBRATION**

Locations - Marina office building complex and adjoining areas - numbering six (6) areas with a sum total of ten (10) segments as listed and described below;

**A sum total of 10,850 sq. ft. approximately**

- 1) North and east side area of complex – a sum of three (3) segments  
Two (2) segments abutting B-docks, described as 47' x 4' and a 41' x 4' segments extending southward from A-docks --  
**totaling approximately 350 sq. ft.**

A triangular shaped segment with a 14' x 4' extension northward, abutting b-docks –  
**totaling approximately 890 sq. ft**

- 2) East side of complex abutting paver patio – a sum of two (2) segments;  
A large irregular rectangular segment with a 16' x 5' extension southward, abutting B-docks and the north boundary of the paver patio and the driveway –  
**totaling approximately 5450 sq. ft.**

A small rectangular segment with a 16' x 4' extension northward abutting B-docks and C-docks and the south side of the paver patio  
**totaling approximately 675 sq. ft.**

- 3) South side of complex – a sum of two (2) segments;  
A rectangular shaped segment abutting C-docks  
**totaling approximately 1000 sq. ft**

A rectangular shaped segment abutting C-docks and D-docks  
**totaling approximately 1260 sq. ft.**

- 4) West side of complex;  
An irregular shaped segment abutting D-docks  
**totaling approximately 580 sq. ft.**
- 5) West and north sides of complex;  
An irregular shaped segment abutting D-docks and the parking lot  
**totaling approximately 465 sq. ft.**
- 6) North side of complex;  
A small irregular square shaped segment abutting the building's walkway and the parking lot - **totaling approximately 180 sq. ft.**

**BERMUDAGRASS CARE AND MAINTENANCE:**

MOWING - four six (46) times per year to be required

Maintained height to one (1) inch

Mower type required – reel type mowing system with properly maintained, sharp blades

Edging and trimming to be done to best standards

Plugging of isolated damaged or diseased areas is required and to be provided at the CONTRACTOR'S expense as part of the maintenance agreement

**FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF BERMUDAGRASS**

The CONTRACTOR is required to have the soil tested twice yearly (spring/fall), to determine what nutrients the bermudagrass lawn needs for best health and provide the test report to the MARINA representative at the commencement of the contract year and again in March of each year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

Bermudagrass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be Nozzle Nolen and Hulett Environmental Services, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for bermudagrass in the specified locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

**DESIRED MAINTENANCE LEVEL FOR BERMUDAGRASS IS MODERATE to HIGH.** See the chart below.

**Calendar Guide to Annual Bermudagrass Fertilization\*\*, C=**

Maintenance Level	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.
	<b>South Florida</b>										
Basic		C		N		SRN			C		C
Moderate		C	N		C		SRN		SRN		C
High		C	N	SRN	C	SRN	Fe		SRN		C
	<p>*North Florida in this example is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.</p> <p>**For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost rather than on a specific calendar date.</p> <p>C= complete fertilizer application (NPK); N= nitrogen application only; SRN= nitrogen only in a slow release form; Fe= iron application only.</p>										

## LANDSCAPED AREAS

### Twenty eight (28) separate areas:

- 1) Marina Complex patio north lawn – abutting patio;  
Four (4) Royal Palms with red mulch  
One (1) Dwarf Palm
- 2) Marina Complex south lawns;  
Four (4) Coconut Palms with red mulch buffer  
Five (5) accent areas with Crinum Lilly with red mulch
- 3) All of D-docks – north to south, including Marina office complex west side area;  
Two (2) Coconut Palms with red mulch buffer  
One (1) Gumbo Limbo with red mulch buffer  
One (1) Pidgeon Plum with red mulch buffer
- 4) Marina Complex North Side;  
Two (2) Desert Cassia trees with red mulch buffer
- 5) Flag Pole;  
One (1) Coco plum hedge with red mulch bed buffer  
Vinca plants with red mulch bed buffer
- 6) Main parking lot Detention Basin;  
Nine (9) Gumbo Limbo with red mulch  
One (1) Date Palm with red mulch  
Cocoplum hedge with red mulch bed  
Sea Grape planter with Silver Palmetto – no mulch  
Two (2) hedges, one each along east and west side of detention basin, no mulch  
One (1) Shrub bed with Silver Palmetto at north side – no mulch  
Red mulch bed along back side of refuge container enclosure
- 7) Marina Seawall Lawn;  
Nine (9) Coconut Palms - no mulch  
One (1) Gumbo Limbo – no mulch  
Three (3) Pidgeon Plum – no mulch
- 8) North Field Lawn;  
Five (5) Coconut Palms – no mulch  
Three (3) Royal Palms – no mulch  
One (1) Gumbo Limbo – no mulch  
One (1) planted area with Oleander, Holly and Jasmine with brown mulch  
North boundary hedge – no mulch
- 9) Main Entranceway Median:  
One (1) Date Palm – no mulch  
Six (6) accent areas with Crinum Lilly – no mulch  
Two (2) shrub beds – no mulch
- 10) E-docks Swale and Promenade;  
Three (3) Royal Palms with red mulch buffer  
Ten (10) Royal Palms with ground cover – no mulch  
One (1) Silver Buttonwood Tree with red mulch buffer  
One planted area with Oleander, Holly and Jasmine

- 11) Median – parallel to E-docks;  
Eight (8) Silver Buttonwood Trees with brown mulch  
Twelve (12) Cabbage Palms with brown mulch
- 12) Swale, west side of Lake Shore Drive;  
Three (3) saplings (north of Cypress Dr.) with brown mulch  
Seven (7) Royal Palms (south of Cypress Dr.) with brown mulch
- 13) Boat Ramp - Northwest area at south dumpster location – two segments;  
One (1) Silver Buttonwood with brown mulch  
Five (5) Cabbage Palms with brown mulch  
One (1) cocoplum hedge with brown mulch
- 14) Ramp Office Building and adjacent catchment basin, north to south;  
Two (2) shrub hedges, north side of building – no mulch  
Three (3) Gumbo Limbo with no mulch  
Oleander and shrub bed – no mulch
- 15) F-docks parking lot, north end;  
Two (2) Coconut Palms with brown mulch  
One (1) Pidgeon Plum with brown mulch  
One (1) planted area with brown mulch
- 16) F-docks parking lot, east side center break;  
One (1) Gumbo Limbo with brown mulch
- 17) F-docks parking lot, south end including swale;  
Three (3) Coconut Palms – no mulch  
One (1) Pidgeon Plum – no mulch
- 18) Eastern trailer lot Catchment and Median;  
Six (6) Cabbage Palms – no mulch  
Three (3) Gumbo Limbo – no mulch  
Oleander and other shrub bed – no mulch
- 19) East middle trailer lot catchments and median;  
Ten (10) Cabbage Palms – no mulch  
One (1) Gumbo Limbo – no mulch  
Cocoplum and other shrub bed – no mulch
- 20) West middle trailer lot catchments and Median;  
Two (2) Cabbage Palms – no mulch  
Seven (7) Silver Buttonwood trees – no mulch  
One (1) shrub bed – no mulch
- 21) Western trailer lot grassy area;  
Three (3) Cabbage Palms with brown  
One (1) Gumbo Limbo with brown mulch  
Two (2) Silver Buttonwood trees with brown mulch  
Oleander and other shrub bed with brown mulch
- 22) Median between trailer lots and the “S” leg of Lake Shore Drive;  
Fifteen (15) Cabbage Palms with brown mulch  
One (1) Silver Buttonwood tree with brown mulch  
Shrub bed with brown mulch



- 23) Scattered Crinum Lilly with brown mulch  
Federal Hwy parking lot, lower east side grassy area;  
Three (3) Cabbage Palms with brown mulch  
Three (3) Gumbo Limbo with brown mulch  
Two (2) separate hedges with brown mulch
- 24) Federal Hwy parking lot, south end;  
Two (2) Cabbage Palms with brown mulch  
Sea Grape Hedge with brown mulch  
Cocoplum ground cover with brown mulch
- 25) Federal Hwy parking lot, Federal Hwy frontage;  
Seven (7) Cabbage Palms with brown mulch  
Sea Grape Hedge with brown mulch
- 26) East to West sidewalk along Lake Shore Dr. abutting private residence;  
Two (2) Pidgeon Plum trees - no mulch  
One (1) high hedge – no mulch  
One (1) low hedge – no mulch  
Keep overgrowth clear from obstruction
- 27) Overflow parking lot;  
Three (3) Palms with brown mulch  
Kiosk area with brown mulch  
Cocoplum Hedge – no mulch
- 28) Federal Hwy parking lot, north perimeter;  
Trim unplanted area as needed (minimum three (3) times per year)

**TREE COUNT REQUIRING FERTILIZATION:**

one hundred nine (109)

PALMS: to be fertilized four (4) times per year with slow release palm fertilizer at a rate of one half (½) pound per one (1) inch trunk diameter. Recommended NPK ratios of ( 12-4-12 ) or ( 8-2-12 )

- Royal Palms – twenty seven (27) approximately
- Coconut Palms – twenty five (25) approximately
- Date Palms – two (2) approximately
- Dwarf Palm – one (1)

**BROADLEAF:**

- Gumbo Limbo – twenty four (24) approximately
- Pidgeon Plum – eight (8) approximately
- Silver Buttonwood – twenty (20) approximately
- Cassia trees – two (2) approximately

**TREE COUNT REQUIRING NO FERTILIZATION:**

Cabbage Palms – sixty five (65) approximately

**PLANTED AREAS OF ORNIMENTALS, HEDGES AND GROUND COVER REQUIRING FERTILIZATION AND PEST/DISEASE CONTROL**

Refer to the above list 1 – 28

**END SCOPE OF WORK/TECHNICAL SPECIFICATION CONTRACT "B"**

**BEGIN BID SUBMITTAL PAGES  
FOR  
CONTRACT "A"  
CRA DOWNTOWN LANDSCAPE MAINTENANCE  
PAGES 46-60**

**BID FORM: No. 102-2015**

**CONTRACT "A"**

**LAKE PARK CRA-DOWNTOWN LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID plus ALTERNATE I** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

<b>Required documents attached?</b>	<b>(Yes or No)</b>
- Schedule of Bid Items	_____
- Acknowledge Addenda # ____ (if issued)	_____
- 1 Original and copy of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- Drug Free Workplace Cert. (signed)	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Noncollusion Affidavit of Prime Bidder	_____
- Public Entity Crimes Affidavit	_____
- Anti-Kickback Affidavit	_____
- Certification of Nonsegregated Facilities	_____

\_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**CONTRACT "A"**  
**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52	\$_____
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	\$_____
4.	Operate and inspect irrigation system. Repair damages.	Per event	42	\$_____
5.	Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work incl. plan approval*	Per Event	42	\$_____
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	\$_____ (L.S.) times 8 events per year. **	\$_____
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	\$_____ (L.S.) times 2 events per year.	\$_____
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	\$_____ (L.S.) 1event per year.	\$_____
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	\$_____ (L.S.) times 2 events per yr.	\$_____
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	\$_____ (L.S.) times 2 events per yr.	\$_____
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	\$_____ (L.S.) times 2 events per yr.	\$_____
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$____ (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$_____
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$____ (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; one event per yr.	\$_____
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$____ times 33 trees per yr.	\$_____
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$____ times 80 trees per yr.	\$_____

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

**TOTAL BASE BID ITEMS 1 THRU 15**

**SUB-TOTAL:** \$ \_\_\_\_\_

**ALTERNATE I -- BID ITEMS  
TOWN GREENE**

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$_____/wk.	\$_____
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$_____/wk.	\$_____
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$_____/event	\$_____
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$____ (L.S.) times 2 events per yr.	\$_____
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$____ (L.S.) times 2 events per yr.	\$_____

**SCHEDULE OF BID ITEMS (cont.)**

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

**TOTAL BID ITEMS 1A THRU 5A** **SUB-TOTAL: \$** \_\_\_\_\_

**WRITTEN AMOUNT: \$** \_\_\_\_\_

**TOTAL BID ITEMS: BASE BID + ALTERNATE I** **TOTAL: \$** \_\_\_\_\_

**WRITTEN AMOUNT : \$** \_\_\_\_\_

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

**INITIAL MAINTENANCE EVENT**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ _____
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ _____
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ _____

**TOTAL BID ITEMS 1 THRU 3** **TOTAL: \$** \_\_\_\_\_

**WRITTEN AMOUNT: \$** \_\_\_\_\_

SCHEDULE OF BID ITEMS (cont.)

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ / Hr.	
2.	Landscape Foreman	Hourly	\$ / Hr.	
3.	Grounds Maintenance worke	Hourly	\$ / Hr.	
4.	Laborer	Hourly	\$ / Hr.	
5.	Landscape Architect	Hourly	\$ / Hr.	
6.	Arborist	Hourly	\$ / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ / Hr.	
8.	Pesticide certified applicator	Hourly	\$ / Hr.	
	Other	Hourly	\$ / Hr.	

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Tel. # \_\_\_\_\_

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park**

**535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside**

**Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of Schedule of Bid Items Contract "A"**

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.



**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We 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 convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name & title (typed)

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**

*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator  
as applicable*

*Include Subcontractors Performing These Services on the Page for "List of  
Subcontractors."*

**INCLUDE PROOF OF EXISTING INSURANCE**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
Who, after being by me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
That has submitted a proposal to perform work for the following project:  
  
Contract (Bid) # \_\_\_\_\_ Project Name: \_\_\_\_\_
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by  
\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

1. The business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_

2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of \_\_\_\_\_ and

county of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Affix seal)

My commission expires:

**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, \_\_\_\_\_ who,  
after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_ the bidder that has  
submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection  
with the work to be performed at the property identified above will be paid to any employee of  
the Town of Lake Park 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.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 2015

by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

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

and Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**BEGIN BID SUBMITTAL PAGES  
FOR  
CONTRACT "B"  
LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE  
PAGES 61-73**

**BID FORM: No. 102-2015**

**CONTRACT "B"**

**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate with your bid package (1 Original and 2 Copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**Required documents attached?**

(Yes or No)

- Schedule of Bid Items \_\_\_\_\_
- Acknowledge Addenda # \_\_\_\_ (if issued) \_\_\_\_\_
- 1 Original and copy of the following: \_\_\_\_\_
- Bid Form (signed) \_\_\_\_\_
- Clarifications/Exceptions \_\_\_\_\_
- List of Subcontractors \_\_\_\_\_
- Drug Free Workplace Cert. (signed) \_\_\_\_\_
- List of References \_\_\_\_\_
- Licenses (copies of applicable licenses) \_\_\_\_\_
- Proof of Existing Insurance Coverage \_\_\_\_\_
- Noncollusion Affidavit of Prime Bidder \_\_\_\_\_
- Public Entity Crimes Affidavit \_\_\_\_\_
- Anti-Kickback Affidavit \_\_\_\_\_
- Certification of Nonsegrated Facilities \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	INDEMNIFICATION	Yr.	One	\$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 \$/event	\$_____
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 \$/event	\$_____
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) *	Per Event	6 \$/event	\$_____
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL ( Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)*	Per Event	6 \$/event	\$_____
6.	PALM TREE FEEDING, PEST CONTROL (Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)*	Per Event	4 \$/event	\$_____
7.	BROADLEAF TREE FEED, PEST CONTROL (Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleaves identified)*	Per Event	4 \$/event	\$_____
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING (Forty six (46) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)	Per Event	46 \$/event	\$_____
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE (Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)	Per Event	52 \$/event	\$_____

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 \$ _____ /event	\$ _____
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.	Per Event	2 \$ _____ / event	\$ _____
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT)	L.S.	1	\$ _____

\*Name of certified applicator to be identified in *Proof of Proper Licensing, Page 68*

**TOTAL BASE BID ITEMS 1 THRU 12**

**TOTAL: \$ \_\_\_\_\_**

**WRITTEN AMOUNT: \$ \_\_\_\_\_**

**ALTERNATE I: TREE PRUNING** incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... \$ \_\_\_\_\_/tree

Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... \$ \_\_\_\_\_/ tree

Broadleaf Tree (ladder accessible)..... \$ \_\_\_\_\_/tree

Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... \$ \_\_\_\_\_/tree

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Tel. # \_\_\_\_\_

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside**

**"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of Schedule of Bid Items Contract "B"**

**CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We 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 convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name & title (typed)



**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

---

**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING (APPLICABLE  
LICENSING TO PERFORM THE REQUIRED SERVICES)**

*Include Landscape Architect, Arborist, Fertilizer Applicator, Pesticide Applicator  
as applicable*

*Include Subcontractors Performing These Services on the Page for "List of  
Subcontractors."*

**INCLUDE PROOF OF EXISTING INSURANCE**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
Who, after being my me first duly sworn, deposed and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
That has submitted a proposal to perform work for the following project:  
  
Contract (Bid) # \_\_\_\_\_ Project Name: \_\_\_\_\_
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting the Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or process in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Lake Park or Lake Park CRA or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by  
\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

1. The business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_

2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of \_\_\_\_\_ and

county of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Affix seal)

My commission expires:

**ANTI-KICKBACK AFFADAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, \_\_\_\_\_ who,  
after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_ the bidder that has  
submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection  
with the work to be performed at the property identified above will be paid to any employee of  
the Town of Lake Park 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.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 2015

by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he,/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (ex cept where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. Project

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

and Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_



**NOTES:**

1. Location of irrigation well and pump station to irrigate half of Park Avenue.
2. Location of pump station that provides water to landscaping on south side of alley, 7<sup>th</sup> to 8<sup>th</sup> Streets.
3. Distance between back of walk and right -of-way line varies.
4. Aerial view has been adjusted to fit page and is not to scale.
5. Trees < 25' height. ...46
6. Trees > 25' height. ...56

7 <sup>th</sup> to 8 <sup>th</sup> St. Incl. Alley	
TURF.....	8,328 SF.
MULCH BEDS.....	938 SF.
MULCH & ANNUALS	533 SF.
Not all shrub beds, tree planters and hedges are incl. in quantity indicated.	

**LANDSCAPE MAINTENANCE**  
**LAKE PARK CRA**  
**PARK AVE. & ALLEY 7<sup>TH</sup> TO 8<sup>TH</sup>**

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Drawn: **RDP**                      Proj. No.: **102-2015**  
Date: **04/10/15**                      Sheet No. **1 of 6**



- NOTES:**
1. Location of irrigation well and pump station to irrigate half of Park Avenue..
  2. Location of irrigation well and pump station to irrigate half of Park Avenue.
  3. Location of water meter and backflow device servicing irrigation system in alley between 8<sup>th</sup> and 9<sup>th</sup> Streets.
  4. Distance between back of walk and right-of-way line varies.
  5. Aerial view has been adjusted to fit page and is not to scale.

**NORTH LIMIT**

INCLUDE HEDGE AND ALL LANDSCAPING WITHIN 9<sup>th</sup> ST R/W ALLEY TO ALLEY.

9<sup>th</sup> ST.

**TOWN GREENE**  
INCLUDE GRASS, IRRIGATION, HEDGES & FERTILIZATION

**PARK AVE: IRRIGATION, HEDGES, TREES, PLANTS & GRASS WITHIN 80' R/W.**

8<sup>th</sup> ST.

1

PARK AVE.---80'RIGHT OF WAY

2

IRRIGATION, HEDGE, TREES PLANTS AND GRASS ON SOUTH SIDE OF ALLEY BETWEEN PAVEMENT AND FENCE, BOTH SIDES OF FICUS HEDGE

INCLUDED

8th to 9<sup>th</sup> St. Incl. Alley South  
 TURF..... 11,577SF.  
 MULCH BEDS..... 571SF.  
 MULCH & ANNUALS .. 150 SF.  
 FICUS HEDGE ..... 525 LF.  
 Trees < 25' height....17  
 Trees > 25' height....51  
 Not all shrub beds, tree planters and hedges are incl. in quantity indicated.

3

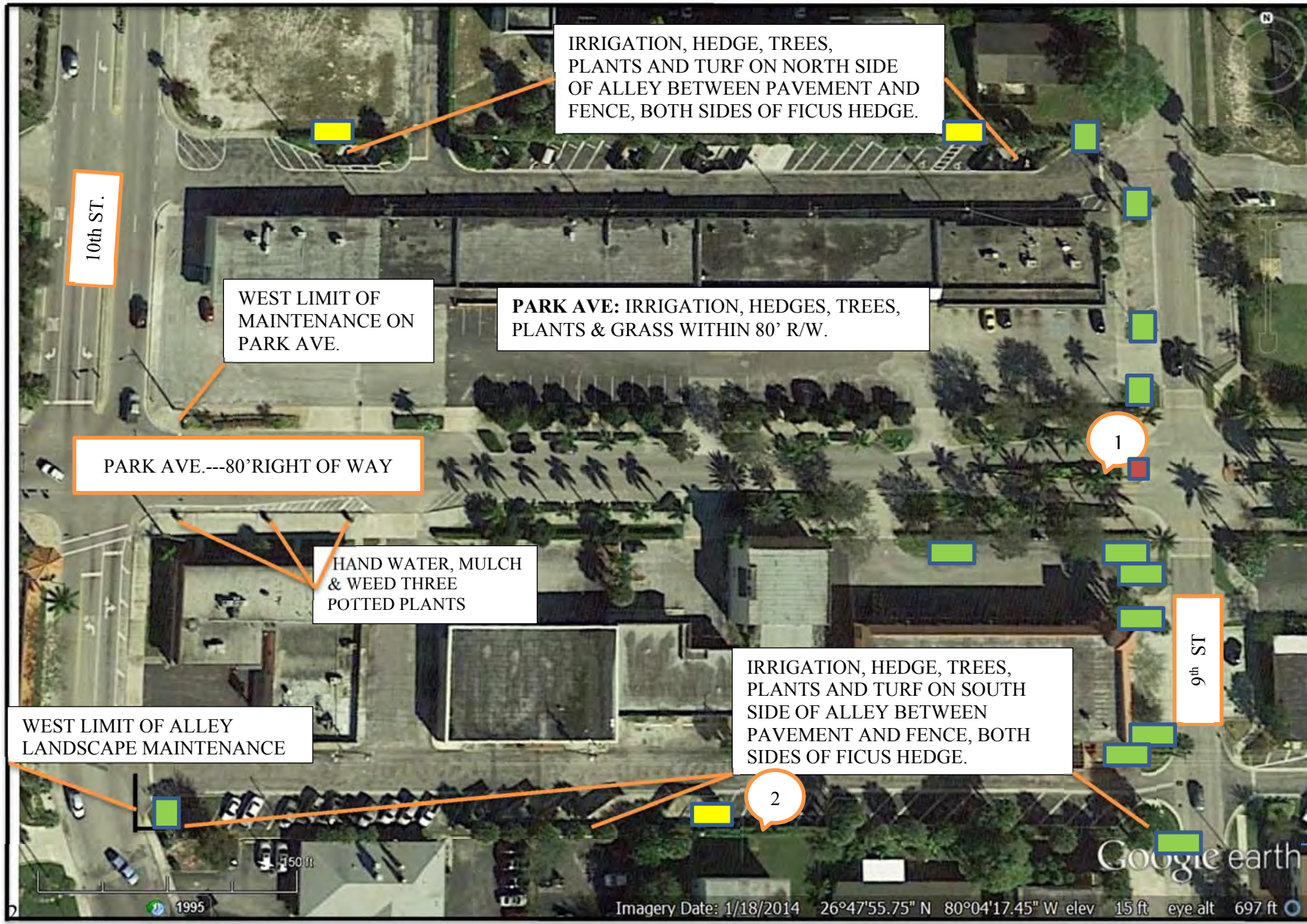
**SOUTH LIMIT**

**LANDSCAPE MAINTENANCE  
 LAKE PARK CRA  
 PARK AVE. & ALLEY 8<sup>TH</sup> TO 9<sup>TH</sup> ST.**  
 Drawn: RDP Proj. No.: 102-2015  
 Date: 04/10/15 Sheet No.: 2 of 6

186 ft

Google earth





- NOTES:**
1. Location of irrigation well and pump station to irrigate half of Park Avenue.
  2. Location of water meter and backflow device servicing irrigation system in alley between 9<sup>th</sup> and 10<sup>th</sup> Streets.
  3. Distance between back of walk and right-of-way line varies.
  4. Aerial view has been adjusted to fit page and is not to scale.

9th to 10<sup>th</sup> St. Incl. Alley North & South

TURF.....	9,591 SF.	■
MULCH BEDS.....	1,385 SF.	■
MULCH & ANNUALS	70 SF.	■
FICUS HEDGE	751 LF.	■
Trees < 25' height....	19	
Trees > 25' height....	36	

Not all shrub beds, tree planters and hedges are incl. in quantity indicated.

**LANDSCAPE MAINTENANCE  
LAKE PARK CRA  
PARK AVENUE 9<sup>TH</sup> TO 10<sup>TH</sup> STREETS  
INCLUDING ALLEYS**

Drawn: RDP	Proj. No.: 102-2015
Date: 04/10/15	Sheet No.: 3 of 6





**NOTES:**

1. Location of water meter and backflow device servicing alley to W. Jasmine Drive.
2. Aerial view is adjusted to fit page and is not to scale.

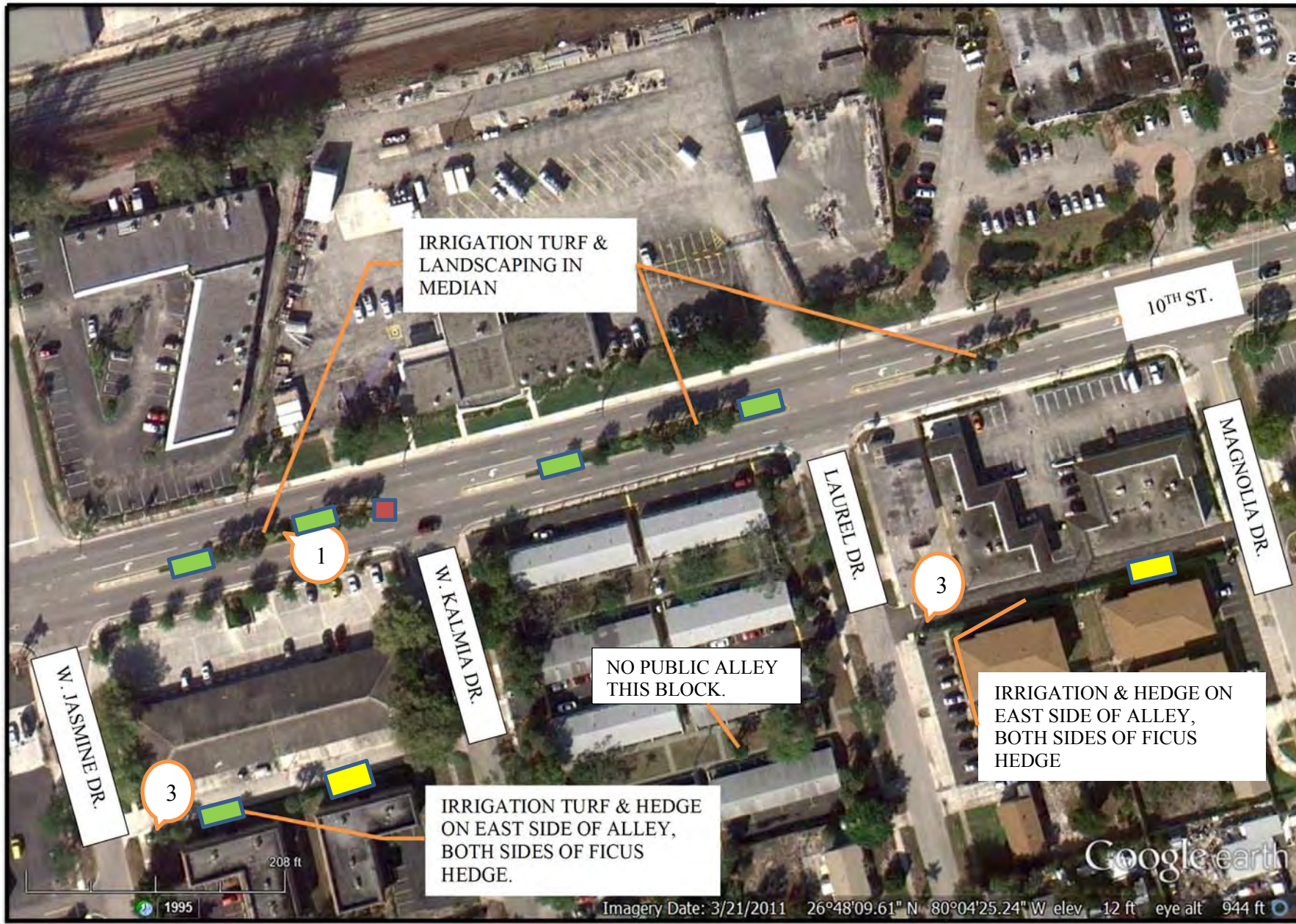
10 <sup>th</sup> St.- Park Ave. to W. Jasmine. incl. Alley	
TURF.....	1,126 SF. <span style="color: green;">■</span>
MULCH BEDS.....	325 SF. <span style="color: green;">■</span>
MULCH & ANNUALS...	100 SF. <span style="color: red;">■</span>
FICUS HEDGE .....	730 LF. <span style="color: yellow;">■</span>
TOTAL TREES ON 10 <sup>TH</sup> ST. < 25' height....	14
TOTLA TREES ON 10 <sup>TH</sup> ST. > 25' height....	96
Not all shrub beds, tree planters and hedges are incl. in quantity indicated.	

**LANDSCAPE MAINTENANCE  
LAKE PARK CRA  
10<sup>th</sup> STREET & ALLEY E. OF 10<sup>th</sup>  
PARK AVE. TO W. JASMINE DRIVE**

Drawn: RDP  
Date: 04/10/15

Proj. No.: 102-2015  
Sheet No. 4 of 6





**NOTES:**

1. Location of irrigation well and pump station to irrigate the median of 10<sup>th</sup> St. between Park Ave. and Northern Drive..
2. Aerial view is adjusted to fit page and is not to scale.
3. Location of water meter and backflow devise servicing alley irrigation system in this block.

10 <sup>th</sup> St. W. Jasmine to Magnolia incl. Alley			
TURF.....	1,671 SF.		■
MULCH BEDS.....			■
MULCH & ANNUALS	100 SF.		■
FICUS HEDGE	507 LF.		■

Not all shrub beds, tree planters and hedges are incl. in quantity indicated.

**LANDSCAPE MAINTENANCE  
LAKE PARK CRA  
10<sup>TH</sup> STREET & ALLEY E. OF 10<sup>TH</sup>  
W. JASMINE DR. TO MAGNOLIA DR.**




Drawn: <b>RDP</b>	Proj. No.: <b>102-2015</b>
Date: <b>04/10/15</b>	Sheet No. <b>5 of 6</b>





- NOTES:**
1. Location of irrigation well and pump station to irrigate the median between Northern Drive and Northlake Blvd.
  2. Location of water meter and backflow device servicing alley irrigation this block.
  3. Aerial view is adjusted to fit page and is not to scale.

10<sup>th</sup> St. -Magnolia to Northlake Blvd.  
incl. Alley

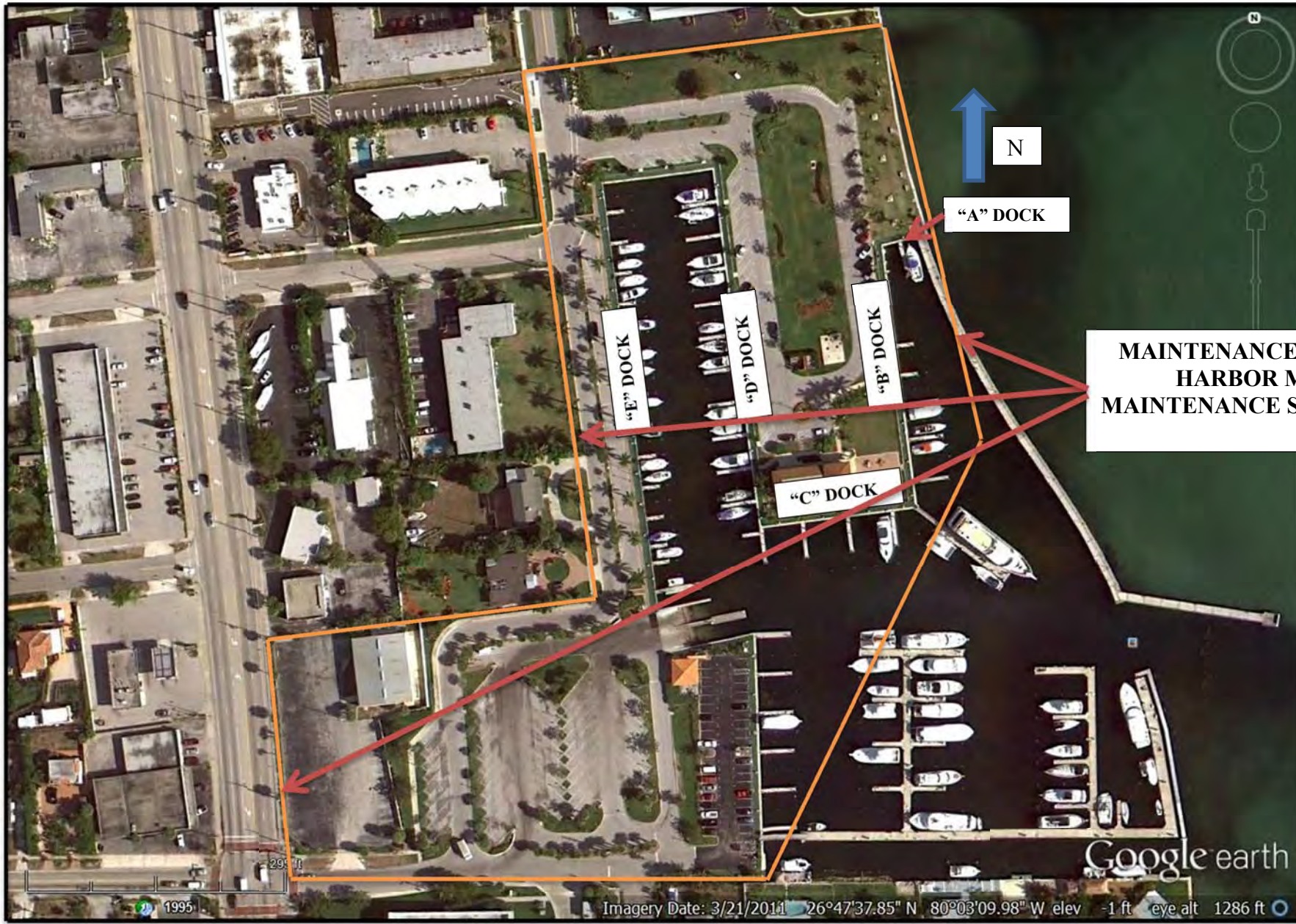
TURF.....	3,464 SF.	
MULCH BEDS.....		
MULCH & ANNUALS ..	448 SF.	
FICUS HEDGE .....	255 LF.	

Not all shrub beds, tree planters and hedges are incl. in quantity indicated.

**LANDSCAPE MAINTENANCE  
LAKE PARK CRA  
10<sup>th</sup> STREET  
MAGNOLIA DR. TO SOUTH OF  
NORTHLAKE BLVD. INCL. ALLEY S.  
OF NORTHERN DRIVE**

Drawn: RDP	Proj. No.: 102-2015
Date: 04/10/15	Sheet No. 6 of 6





N  
"A" DOCK

"E" DOCK

"D" DOCK

"B" DOCK

"C" DOCK

**MAINTENANCE LIMITS FOR LAKE PARK  
HARBOR MARINA LANDSCAPE  
MAINTENANCE SERVICES—CONTRACT "B"**

**LANDSCAPE MAINTENANCE  
LAKE PARK HARBOR MARINA  
105 LAKE SHORE DRIVE  
CONTRACT "B"**

Drawn: RDP  
Date: 04/10/15

Proj. No. 102-2015  
Sheet No. 1 of 1





**ADDENDUM NO. 1**

May 4, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE  
CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.1 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document "*REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015*" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

BOUND CONTRACT DOCUMENT

Page 8-Required Submittals: The required forms shall indicate on the "Subcontractor Form" the name of the intended licensed irrigation system maintenance contractor and on the "Proof of proper licensing form" if irrigation maintenance is to be performed in-house.

Page 29- 1 Scope/Intent, second paragraph, ADD SENTENCE: The qualified Landscape Maintenance service contractor shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.

Page 29-1.1 General Requirements 1.1.7 regarding irrigation, ADD SENTENCE: Irrigation maintenance services are to be performed by a contractor licensed to perform such services in Palm Beach County.

Page 32-Contractor Qualification 4.3, ADD SENTENCE: The bidding company must be qualified to perform irrigation system maintenance in Palm Beach County or indicate a licensed irrigation contractor on the List of Subcontractors (page 52 and page 65).

Page 46-Clarification: For Contract "A" the apparent low bid will be based on the Total Base Bid plus Alternate I. As stated at the Pre-Bid meeting, Alternate I is work on the Town Greene which is private property leased by the Town. The work in Alternate I may be deleted during the course of the contract.



Addendum No. 1 (continued)

Page 48-Schedule of Bid Items, Items 14 & 15 should include “\*” which requires MOT for worker protection.

Page 48-Schedule of Bid Items, Items 12 & 13, Clarification: The dollar amount to be filled in the Quantity column is the labor cost per square foot.

Page 31-Sec.1.2.8 Irrigation: This section applies to both Contract “A” and Contract “B”. The contractor awarded Contract “B” will report to the Marina Director and not the Public Works Department. The Contract “B” irrigation system is serviced by potable water.

Sec.1.2.8 Irrigation Bullet 5: Delete entire bullet item associated with “rust prevention” chemical. Irrigation water in Contract “A” is provided by both well water and potable water. Where chemical is needed the Town will provide and install.

Pages 62 & 63-Schedule of Bid Items: This Addendum No. 1 includes revised page 62 and pages 63A and 63B which replace page 63 and reflect the following changes to the “B” contract:

Bid Item No. 8: Delete the quantity of 46 and replace with a quantity of 8.

Bid Item No. 9: Delete the quantity of 52 and replace with a quantity of 46

Bid Item No. 12: Add wording “TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT.”

ADD Bid Item No. 13: Operate and inspect irrigation system. Repair damages. Per event 46.

The TOTAL BASE BID is now Items 1 thru 13

Add BILL-Out Labor Unit Prices to Contract “B” Schedule of Bid Items (see pg. 63B attached).

.....  
RESPONSE TO QUESTIONS DURING BID PHASE

- Question: What is the estimated budget for the new contract for the CRA & Marina.  
Response: The budget for 2015-16 has not been established. We expect the annual cost of landscape maintenance in the CRA to be in excess of \$80,000 per year. We expect the annual cost of landscape maintenance at the Lake Park Harbor Marina to be in excess of \$36,000 per year. The Town’s fiscal year begins in October. We will use the bids received to support the budgeting of landscape maintenance.
- Question: Are you requiring an irrigation license to bid on this contract?  
Response: See wording elsewhere in this addendum.
- Question: What does “in-house mean” in regard to Landscape Architect or Arborist?  
Response: A person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.
- Question: Can lawn and ornamental pest control be accomplished by a subcontractor?  
Response: Yes. Please indicate the company on the “List of Subcontractors” pages 52 and 65 and licensing on pages 55 and 68.

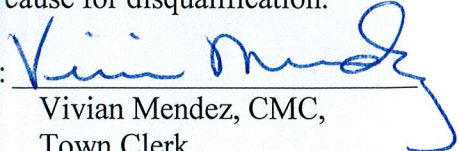


Addendum No. 1 (continued)

- Copies of the current contracts are enclosed. These contracts have been extended by Commission approval until new contracts are in place.
- .....

Bidders must acknowledge receipt of this Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 4, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder:

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Addendum #1

Attachments: Revised Schedule of Bid Items Pages 62, 63A & 63B  
Copy of current contract

**CONTRACT "B"**  
**LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE**

**SCHEDULE OF BID ITEMS (REVISED PER ADDENDUM NO. 1)**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	INDEMNIFICATION	Yr.	One	\$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 \$_____/event	\$_____
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 \$_____/event	\$_____
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) *	Per Event	6 \$_____/event	\$_____
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL ( Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)*	Per Event	6 \$_____/event	\$_____
6.	PALM TREE FEEDING, PEST CONTROL (Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)*	Per Event	4 \$_____/event	\$_____
7.	BROADLEAF TREE FEED, PEST CONTROL (Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleaves identified)*	Per Event	4 \$_____/event	\$_____
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING (Eight (8) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)	Per Event	8 \$_____/event	\$_____
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE (Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)	Per Event	46 \$_____/event	\$_____
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 \$_____/event	\$_____



	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. <b>Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.</b>	Per Event	2 \$_____/event	\$_____
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. This includes all landscaped areas as needed throughout marina complex and including around seven (7) Royal Palm trees on west side of Lake Shore Drive. Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT)	L.S.	1	\$_____
13.	<u>Operate and inspect irrigation system. Repair damages.</u>	Per Event	46 \$_____/event	\$_____

TOTAL BASE BID ITEMS 1 THRU 13

TOTAL: \$ \_\_\_\_\_

WRITTEN AMOUNT: \$ \_\_\_\_\_

.....

**ALTERNATE I: TREE PRUNING** incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... \$\_\_\_\_\_/tree  
Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... \$\_\_\_\_\_/ tree  
Broadleaf Tree (ladder accessible)..... \$\_\_\_\_\_/tree  
Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... \$\_\_\_\_\_/tree

**Schedule of Bid Items (cont.)**

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ / Hr.	
2.	Landscape Foreman	Hourly	\$ / Hr.	
3.	Grounds Maintenance worke	Hourly	\$ / Hr.	
4.	Laborer	Hourly	\$ / Hr.	
5.	Landscape Architect	Hourly	\$ / Hr.	
6.	Arborist	Hourly	\$ / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ / Hr.	
8.	Pesticide certified applicator	Hourly	\$ / Hr.	
	Other	Hourly	\$ / Hr.	

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Tel. # \_\_\_\_\_

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403**

**Bid to be submitted in sealed envelope clearly marked on the outside**

**"Lake Park Harbor Marina Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".**

**End of "Revised" Schedule of Bid Items Contract "B"**



## Annual Landscape Maintenance Agreement FOR LAKE PARK CRA

### Overview

CWA offers to provide lawn and landscape maintenance services for the Lake Park CRA, 535 Park Avenue, Lake Park, FL 33403 for a period of one year beginning on October 1, 2013 to September 30<sup>th</sup> 2014. CWA agrees to hold this price for a period of one year, the second and final year of renewal consistent with the terms of the original contract. Service locations are as follows: 1.) 10<sup>th</sup> Street right-of-way (south from Northlake Blvd. to Park Avenue) 2.) Park Avenue (east from 10<sup>th</sup> Street to 7<sup>th</sup> Street) 3.) Alleyways: (Greenbrier Ct between 10<sup>th</sup> and 9<sup>th</sup> Street), (north to south section east of 10<sup>th</sup> street between Jasmine Dr. and Greenbrier Ct.), (north to south section east of 10<sup>th</sup> street between Kalmia Dr. and Jasmine Dr.), (north to south section east of 10<sup>th</sup> Street between Northern Dr. and Laurel Dr., (east to west section south of Park Avenue between 8<sup>th</sup> Street and 10<sup>th</sup> Street).

### Landscape Maintenance Services

- Locations 1, 2 and 3: Provide landscape maintenance services no less than once a week.
- Locations 1, 2 and 3: Mow *weekly*. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rodeo or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation – At all locations CWA shall perform routine wet checks to inspect for proper operation of irrigation system. CWA shall make minor repairs as needed (such as head and nozzle replacement, minor pipe brakes, clean outs and adjustments). CWA shall bill Town labor (Irrigation technician 55.00 per hour) plus materials (material cost + 20%) CWA shall repair and replace at its expense any damage to irrigation system caused by CWA's landscape maintenance activities.



(Maint. Agreement Cont.)

- Fertilizer – St. Augustine (4) x per year: Locations 1, 2 and 3 - Deliver and install 100% coverage to all turf areas per fertilizer manufacturer's specification. Fertilizer type: 20-0-10 with 92% atrazine.
- Cypress mulch application (1) x per year: Locations 1, 2 and 3 – Mulch to be maintained at a minimum of 2".

**Supervision**

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

**Compensation**

CWA shall be paid an annual amount of \$75,960.00. A monthly payment of \$6,330.00 shall be due on the 10th of each month.

**Termination**

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

**Additional Services**

Irrigation and landscape design, new construction as well as repairs not caused by CWA's service activities, mulching prior to events, sodding, annuals, pest control, and shrub fertilization shall be considered additional services and shall be provided on an as needed basis. Contractor shall submit proposal for approval prior to providing service.

**Warranty**

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

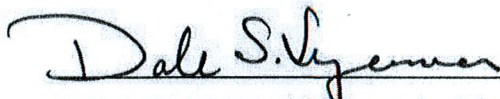
Submitted,



Chris Wayne and Associates, Inc.

Date: 7/10/2013

Accepted,



Dale S. Sugerman, CRA Executive Director

Date: 7/17/13



## Monthly Landscape Maintenance Agreement For Lake Park Harbor Marina

### Overview

CWA offers to provide the Town of Lake Park 921 Park Avenue, Lake Park, Florida 33403, lawn and landscape maintenance services for a period of one year beginning on October 1, 2013 and ending on September 30th 2014. CWA agrees to hold their price for a period of one year with the option to renew for an additional one year at this held price. Services are as outlined below. All other work shall be considered additional services and provided as mutually agreed upon. Service location is at the following address: 105 Lake Shore Drive, Lake Park, FL 33403

### Landscape Maintenance Services

- Provide landscape maintenance services no less than once a week.
- Mow weekly April through October and 3 times a month from November through March. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rhodex or Roundup for routine weed control.)
- Provide broad leaf weed and pest control to Bermuda turf area adjacent to building.
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- At all locations CWA shall perform routine wet checks to inspect for proper operation of irrigation system. CWA shall make minor repairs as needed (such as head and nozzle replacement, minor pipe breaks, clean outs and adjustments.) CWA shall bill Town labor (Irrigation Technician 55.00 per hr.) plus materials (material cost + 20%) CWA shall repair and replace at its expense any damage to irrigation system caused by CWA's landscape maintenance activities.

### Supervision

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.



**Compensation**

CWA shall be paid an annual amount of 34,889.00 a monthly payment of **\$2,907.42** due on the 10th of each month.

**Additional Services**

Irrigation and landscape design, new construction as well as repairs not caused by CWA's service activities, mulching, sodding, pest control, annuals and fertilization shall be considered additional services and shall be provided on an as needed basis. Contractor shall submit proposal for approval prior to providing service.

**Warranty**

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted



Chris Wayne and Associates, Inc.

Date: 7/12/2013

Accepted



Client signature

Date: 9/10/13

Print Name and Address:

Mayor James DuBois  
5351 Park Avenue  
Lake Park, FL 33403

Phone/Fax Number:

561.881.3300  
561.881.3314 fax





**ADDENDUM NO. 2**

May 12, 2015

**LANDSCAPE MAINTENANCE SERVICES**

**BID NO. 102-2015 CONTRACT "A" CRA DOWNTOWN LANDSCAPE  
MAINTENANCE**

**CONTRACT "B" LAKE PARK HARBOR MARINA  
LANDSCAPE MAINTENANCE**

Each recipient of the Addendum No.2 to the bid who responds to the bid, acknowledges all of the provisions set forth in the bid document *"REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES, BID #102-2015"* and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents.

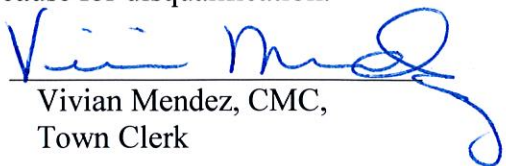
BOUND CONTRACT DOCUMENT- Contract "B" Lake Park Harbor Marina Landscape Maintenance

Pages 38- 46 and Schedule of Bid Items, pages 62 Revised, 63A & 63B: ALL reference to "feeding" or "fertilizer" are to be bid as the contractor providing all labor, equipment and materials. **The Town does not intend to provide the fertilizer for the landscape maintenance at the Lake Park Harbor Marina.**

Response to Question: It is recommended that each bid submittal include its own bid bond.  
.....

Bidders must acknowledge receipt of this Addendum Number 2 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return the addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
May 12, 2015

By:   
Vivian Mendez, CMC,  
Town Clerk

Bidder:

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Addendum #2

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

E-mail: [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)