



**MCRA RFP 2014-01
TO PROVIDE PROPERTY MANAGEMENT SERVICES
FOR THE MARGATE COMMUNITY REDEVELOPMENT
AGENCY (MCRA)**

PRE-PROPOSAL DATE: Wednesday, March 12, 2014

PRE-PROPOSAL TIME: 10:00 AM

PROPOSAL SUBMISSION DATE: Wednesday, March 26, 2014

PROPOSAL SUBMISSION TIME: 5:00 PM

ALL PROPOSALS MUST BE RECEIVED PRIOR TO THE PROPOSAL
SUBMISSION DATE AND TIME SPECIFIED ABOVE.

MARCH 2014



REQUEST FOR PROPOSALS MCRA 2014-01 TO PROVIDE PROPERTY MANAGEMENT SERVICES

A. SUBMISSION OF PROPOSAL

1. The Margate Community Redevelopment Agency ("MCRA") located in Margate, Florida is soliciting detailed proposals ("Proposal") from qualified and experienced property managers to provide general property management services ("Scope of Work") for MCRA owned properties and MCRA maintained public landscaping and infrastructure.

Sealed Proposals shall be received no later than 5:00 PM. Wednesday, March 26, 2014.

2. **NO FAXED OR ELECTRONICALLY SENT PROPOSALS WILL BE ACCEPTED.** Any proposals received after the above date and time will not be accepted nor considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the Purchasing Division, Finance Department, City of Margate, City Hall, 5790 Margate Blvd., Margate, FL 33063 prior to the proposal opening date and time.
3. Submit one (1) original, five (5) bound (no three-ring binders) copies along with one (1) electronic copy in PDF format (USB or CD media) of the proposal in one sealed package, clearly marked on the outside, "**RFP MCRA 2014-01 SEALED PROPOSAL FOR MCRA PROPERTY MANAGEMENT SERVICES**" and addressed to:

City of Margate
Purchasing Division
City Hall Finance Department
5790 Margate Boulevard
Margate, FL 33063

Under no circumstances shall the electronic copy be e-mailed to the MCRA or the Purchasing Division of the City of Margate.

4. On the Proposal Page the proposer (corporation, firm, partnership, individual) shall clearly indicate the legal name, address, and telephone number of the proposer. All proposals must be signed by a person having the authority to bind the proposer (corporation, firm partnership, individual) to the proposal submitted.
5. In order for a proposal to be deemed complete the following must be submitted:

- a. Proposal Signature Form completed with a manual signature by an authorized company representative, and all other information furnished in the spaces provided.
- b. Price Schedule Proposal Submission
- c. Equipment and Manpower Listing
- d. Reference Sheet
- e. Drug-Free Workplace Program Form
- f. Copies of all relevant licenses including business, contractor and product certifications, as required to perform the scope of work as contained herein
- g. Any other attachments you deem necessary, with a clear reference to the applicable section of the Request for Proposal for any additional information furnished. Attachment pages should indicate the company name and page XX of XX.

(See also section "H" Detailed Submission Requirements)

B. PRE-PROPOSAL CONFERENCE AND SITE VISIT

The MCRA will conduct a pre-proposal conference for all prospective proposers on **Wednesday, March 12, 2014 at 10:00 AM** to be held in the Commission Chambers of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063

At the conclusion of the pre-proposal conference, the MCRA will offer a bus tour of the areas to be serviced. Space on the bus tour is limited and will be made available to two (2) persons per proposer. Additional space, if available, will be provided on a first come, first served basis. All who participate in the bus tour will be required to execute a site visit liability release. (See exhibit C)

Proposers are encouraged to attend the pre-proposal conference/bus tour and present inquiries during this time period.

All questions related to the RFP document and/or the procurement process shall be directed to Mr. Spencer Shambray, CPPB, Buyer I at (954) 972-6454 ext. 341.

C. FURTHER INFORMATION

Each proposer shall examine and review the Request for Proposal documents. Should clarification or additional information be required a written request must be submitted to the Purchasing Division no later than seven days prior to the date for submission. Questions may be mailed or hand delivered to the Purchasing Division at 5790 Margate Blvd, Margate, FL 33063. Proposers may also submit their questions via fax at (954) 935-5258. At its discretion, the MCRA may answer such inquiries by means of a written addendum. The MCRA shall not be responsible for oral information given by any MCRA employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If addenda are issued to the Request for Proposal, the MCRA will attempt to notify all known prospective proposers, however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Purchasing Division at (954) 972-

6454 to determine if addenda were issued and to make such addenda a part of the proposal.

D. BACKGROUND AND INTRODUCTION

The Margate MCRA has acquired several commercial properties in anticipation of facilitating the redevelopment of said parcels to create a revitalized City Center. The MCRA owned properties consist of approximately 36 acres of vacant and occupied land which contains 90,652 square feet of partially leased commercial space.

The MCRA also maintains landscape and streetscape improvements along State Road 7, Atlantic Boulevard, and Margate Boulevard, totaling approximately 7 miles of medians as well as 15 bus shelters throughout the Redevelopment Area. The MCRA maintains direct contracts for these services; therefore, these are not requested services through this RFP. However, the Scope of Work, as described herein, would include oversight of these maintenance contracts and coordination with MCRA staff on performance issues. The Property Manager (or firm) will act on behalf of the Margate MCRA as an owner's representative administering and/or providing all related services which may include, but not be limited to:

- Leasing, rent collections, lease terminations
- General property management,
- Financial management/property accounting,
- Janitorial, trash removal and recycling,
- Management of operations, vendors, and maintenance,
- Oversight of maintenance contracts, contractor performance and billings.

E. SCOPE OF SERVICES

The Margate MCRA owns approximately 16 parcels of property, of which 2 parcels contain 90,652 square feet of leasable commercial space and which are partially occupied (MCRA owned property maps are included in Exhibit A). The MCRA currently leases the space on a short term basis (no more than a 3 year lease term) in order to avoid negative cash flow while anticipating the future redevelopment of City Center. The remaining parcels are vacant.

In addition, the MCRA maintains approximately 7 miles of landscaped medians and 15 bus shelters, one outside of the MCRA boundaries. Maintenance contractors primarily for landscape maintenance and trash removal for all MCRA owned "vacant" properties and public improvements are contracted directly with the MCRA (contracts are included as Exhibit B.) General porter service and trash removal on the currently leased commercial properties will be handled through the Scope of Work described in this proposal. This inventory may change in the future should the MCRA acquire additional properties or build more public improvements.

This scope will include oversight of all asset management, property maintenance contractors and short term leasing and management of commercial properties, services are to include but not be limited to:

1. Commercial Property Management

- a) Providing onsite management and operating services for the portfolio, including providing the required staff.
- b) Collecting and accounting for rents and all receivables due to MCRA rent payments.
- c) Procurement, contract administration and management of all operating and maintenance services, as required;
- d) Responsibility for providing quotes and accounts payable billing to MCRA for maintenance and repair services;
- e) Upon request by MCRA, Property Manager will initiate and/or manage eviction proceedings on its behalf;
- f) Develop accurate and concise operating budgets including costs for general maintenance, repair, and compensation. Operating budget(s) shall include suggested capital improvements or annual maintenance schedules, and recommendations to improve operations and reduce costs of the properties;
- g) Maintain and monitor a 24 hour emergency hotline;
- h) Be available to visit units for the purpose of addressing emergencies and other issues as requested by MCRA 7 days week. (MCRA will provide office space for onsite management.)
- i) Provide janitorial services and general handyman services for minor repairs and unit cleanout;
- j) Provide porter and sweeping services;
- k) Serve as the liaison between the tenant and MCRA for complaints regarding property repairs; document all complaints in writing and provide to MCRA within 48 hours. Property Manager will contact MCRA immediately regarding any complaints considered by Property Manager as emergencies;
- l) Coordinate with tenant, maintenance and repair provider(s) to schedule and complete all repairs as deemed necessary by MCRA;
- m) Perform a tenant close-out inspection upon a lessee's move out. Complete a report detailing the unit's condition, document any estimated damages and provide owner a copy of the report within 3 days of the tenant's departure from the unit;
- n) Serve as a part of the MCRA team with an overall understanding of the future redevelopment of properties and active pursuance of businesses to retain for a future City Center; and
- o) Provide any other ancillary duties as requested by the MCRA.

II. Leasing and Renewals

- a) List unoccupied units on MLS and assist in marketing and leasing; maintain a record of all interests generated and potential applicant contact information;
- b) Create a policy/program recommendation for tenant improvement incentives and a documentation system in conjunction with MCRA staff and future goals for redevelopment;

- c) Negotiate and prepare new lease agreements, in accordance with MCRA policies; and MCRA's attorney
- d) Negotiate renewal and termination of leases;
- e) Maintain hard files for each lessee which include documentation relative to:
 - i) maintenance, ii) rental payments including late payment history, iii) eviction proceedings, if any, and iv) any other relevant information; and
- f) Provide any other ancillary duties as requested by MCRA.

III. Maintenance Contract Management

- a) Provide overall contract management of MCRA's landscape and maintenance contracts;
- b) Conduct visual inspections twice per week or as needed;
- c) Serve as the liaison between the MCRA and contractors in terms of compliance with contract requirements including regularly scheduled meetings, maintenance schedules and damages and repair;
- d) Review and approve invoicing per contract and note deficiencies;
- e) Prepare annual budgets and make recommendations for modifications, deletions or additions to contracted maintenance; and coordinate with MCRA and the contractor to ensure thorough maintenance and site preparation (i.e. sprinklers off) prior to events in conformance with the special events calendar.

F. **AGREEMENT**

The Agreement for services shall be in the form approved by the MCRA. The final Agreement will be subject to the MCRA Board of Directors approval.

G. **TERMS OF ENGAGEMENT**

The MCRA anticipates finalizing a one-year agreement for Property Management Services beginning May 1, 2014 (prorated services may be negotiated prior to May 1, 2014) and ending April 30, 2015 pursuant to this RFP. An option to renew for two (2) additional years based upon acceptable performance and pricing may be offered after the initial one-year period.

H. **DETAILED SUBMITTAL REQUIREMENTS**

Please submit one (1) original, five (5) bound (no three-ring binders) copies along with one (1) electronic copy in PDF format (USB or CD media) of the proposal to include the following:

- I. Cover Letter – to include brief description of firm (individual) and understanding of Scope of Work (no more than 2 pages).
- II. Profile of the Firm (individual) – this section should also include profiles for proposed subcontractors.

- a) Name, address, and contact person
- b) Number of years in business
- c) Areas of expertise and contracted services
- d) Why the firm(s) should be considered for these services.
- e) Familiarity with government and non-profit operations

III. Personnel Profiles (please provide a brief description and include resumes)

- a) Identify the primary Property Manager designated to this project and his/her qualifications
- b) Identify ancillary management staff such as crew leaders and their qualifications for the specific items identified in the Scope of Work
- c) Identify subcontractors (if any) and their qualifications as well as past working relationships

IV. Experience and References

- a) Provide (3) examples of similar services provided including contact information, list of services and contract amounts.
- b) Provide contact information for (3) professional references knowledgeable about experience related to this RFP.

V. Proposal for Services

- a) Provide an outline of the service delivery method proposed.
- b) Provide an organizational chart including minor repair (handyman) services, porter, sweeping services, and maintenance contract management including a proposed schedule.
- c) Provide information related to ability to provide budgeting and accounting per this contract and specific software used to monitor income and expense relative to properties and tenants.
- d) Provide examples of cash flow statements, income and expense reports, etc.

VI. Proposed Fee Schedule – Please provide an itemized fee schedule based on the following tasks, per the Scope of Work for this RFP:

- a) Provide an annual lump sum fee for general Commercial Property Management, please include any items that would be excluded from the fee as presented;
- b) Provide hourly rates for general maintenance, janitorial and handyman work;
- c) The MCRA prefers to compensate leasing and renewals based on a fee per lease, please provide a proposed fee for new leasing and renewals;
- d) Provide an annual lump sum fee for Maintenance Contract Management.

Scope Description	Measurement	Cost
a) Commercial Property Management	Lump Sum Cost per Year	\$_____/YR
b) General Maintenance, Janitorial and	Hourly Rate	\$_____/HR

Handyman Work		
c) Leasing Fees- New Leases	Fee per New Lease	\$_____/New Lease
Leasing Fees- Renewals	Fee per Renewal Lease	\$_____/Renewal Lease
d) Maintenance Contract Management	Lump Sum Cost per Year	\$_____/YR

(Please refer to section A5 for additional submittal items)

I. **EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Firm's experience and references, including government or non-profit experience	0 – 15
Designated Project Manager experience and references	0 – 25
Proposed service delivery method and communication plan with MCRA staff	0 – 25
Budgeting and accounting methodology	0 – 15
Fee schedule and proposal pricing	
a) Commercial Property Management	0 – 5
b) General Maintenance	0 – 5
c) Leasing	0 – 5
d) Maintenance Contract Management	0 – 5

Total Points Possible 100

The MCRA reserves the right to request additional information and/or request interviews from proposers in order to make any recommendations related to this solicitation. The MCRA reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work and items I to III. The MCRA also reserves the right to split contracted

services if it is in the best interest of the MCRA. The MCRA reserves the right to award this proposal to the proposer, which in its sole discretion believes best serves its interest.

J. SCHEDULE OF EVENTS

The schedule of events relative to the procurement shall be as follow:

<u>EVENT</u>	<u>DATE (ON OR BY)</u>
1. Issuance of Requests for Proposals	March 4, 2014
2. Pre-Proposal Conference/Bus Tour	March 12, 2014
3. Submission of Proposals	March 26, 2014
4. Proposal Evaluations	April 2, 2014
5. Contract Negotiations	April 9, 2014
6. Award of Contract	April 16, 2014

The MCRA reserves the right to delay scheduled dates.

K. PAYMENT

Payment shall be made only after receipt of an approved invoice and shall be made according to the cost proposed by the Contractor in their submitted price proposal. No partial payments shall be made for work in progress that has not yet been accepted by the MCRA. Invoices shall be submitted to the Contract Administrator, or his designee for goods and services delivered. Invoices shall not reflect sales tax as the MCRA is exempt from sales tax. The MCRA reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

L. INSURANCE

Please have you insurance representative carefully review any insurance coverage and conditions prior to submitting your proposal to ensure compliance with the insurance requirements of the Request for Proposal.

Insurance documentation shall be provided by the Proposer selected for award. Insurance limits and coverage shall be obtained and maintained for the duration of the contract as shown in Attachment A. The awarded proposer shall maintain worker's compensation insurance coverage in the class code specifically designated for the type of services performed. Failure to maintain worker's compensation insurance coverage in the class code of the work performed shall be cause for contract termination.

Refer to Attachment D.

M. GENERAL CONDITIONS

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: “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, supplies, 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 36 months from the date of being placed on the convicted vendor list.”

B. DISCRIMINATORY VENDOR LIST: according to the cost proposed by the Contractor in their submitted price proposal. No partial payments shall be made for work in progress that has not yet been accepted by the MCRA. Invoices shall be submitted to the Contract Administrator, or his designee for goods and services delivered. Invoices shall not reflect sales tax as the MCRA is exempt from sales tax. The MCRA reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

C. EXPENSES: All expenses for making the proposal to the MCRA are borne by the Proposer.

D. Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

E. All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the City of Margate will apply to any resulting agreement.

F. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, as a minimum, applicable provisions of the Request for Proposal. The MCRA reserves the right to reject any agreement that does not conform to the Request for Proposal and any MCRA requirements for agreements and contracts.

G. CONFLICT OF INTEREST – For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Margate employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

H. COPYRIGHTS AND PATENT RIGHT – Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful

proposer agrees to hold the MCRA harmless from any and all liability, loss or expense by any such violation.

I. TAXES – The MCRA is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

J. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE – The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

K. NON-COLLUSION STATEMENT – By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

L. ASSIGNMENT – Successful Proposer may not assign or transfer this contract in whole or part without prior written approval of the MCRA.

M. TERMINATION FOR CONVENIENCE OF MCRA– Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the MCRA Executive Director may without cause and without prejudice to any other right or remedy, terminate the agreement for the MCRA's convenience whenever the MCRA Executive Director determines that such termination is in the best interests of the MCRA. Where the agreement is terminated for the convenience of the MCRA the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the MCRA under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

N. LITIGATION VENUE- The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida. The parties agree to waive jury trial for all disputes.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS - The obligation of the MCRA for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. GOVERNMENT RESTRICTIONS - In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal

prior to delivery/performance, it shall be the responsibility of the Contractor to notify the MCRA at once, indicating in their letter the specific regulation which required an alteration. The MCRA reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the MCRA.

Q. Proposer warrants that the product supplied to the MCRA conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

R. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

S. Warranty - Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.

Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by MCRA. If within one (1) year after acceptance by MCRA, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, successful offeror shall promptly after receipt of written notice from MCRA to do so, correct the work unless MCRA has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose – Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then City, at its sole discretion, may return the equipment to successful offeror for a full refund of any and all monies paid for the equipment.

Warranty of Title – Successful offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

T. The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

U. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING,

LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE MCRA, THEIR OFFICERS AND EMPLOYEES, FROM OR ON ACCOUNT OF ALL DAMAGES, LOSSES, LIABILITIES AND COSTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL WRONGFUL MISCONDUCT OF THE CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

W. WORKING HOURS AND INSPECTIONS: The MCRA and City of Margate's working hours are Monday through Thursday 8 AM – 6 PM. CONTRACTOR must plan for and schedule inspections within the City's working hours. CONTRACTOR can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the MCRA 48 hours in advance. All requests must be approved by the Director of the MCRA and the City of Margate.

X. NO WAIVER: No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

Y. CONTRACTOR Deliverables: (Not Required)

78.1 Engineering Permit – three (3) sets of hard copies plus one (1) pdf copy

78.2 Engineer's cost estimate or copy of contract.

78.3 Building Permit – three (3) sets (non R/W projects only)

78.4 Shop drawings – Five (5) sets

78.5 Record Drawings (as built) – two (2) sets of hard copies (one full and one half size.

78.6 Record Drawings (as built) – one (1) pdf copy

78.7 Record Drawings (as built) – one (1) AutoCAD (2010 ver.)

78.8 Record Drawings/as built survey – one (1) AutoCAD (2010 ver.) in state plane coordinates

78.9 Operation and Maintenance Manuals – three (3) hard copies plus one (1) PDF copy.

Z. All Contractors/Vendors are directed to make all contact regarding this solicitation and during the evaluation process of this project through the Purchasing Division of the City of Margate. Contractors are not to contact any member of the selection/evaluation committee. Any and all correspondence must be directed to the Purchasing Division, City of Margate, 5790 Margate Boulevard, Margate, FL 33063 or by email at purchase@margatefl.com.

AA. BID SECURITY, BONDS: Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the MCRA and shall be given as guarantee that the Bidder, if awarded the Bid will enter into an Agreement with the MCRA, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (IF REQUIRED), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by Bidder to enter into an Agreement, the check or bid bond shall be forfeited to the MCRA. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

AB. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded a contract as a result of this RFP solicitation, Contractor will, if they have sufficient capacity of quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB DELIVERED to the requesting agency.

AC. CITY PERMITS: The CONTRACTOR shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. City permit fees will not be waived and should be included in your bid proposal. A City permit fee schedule can be obtained from the City's website at www.margatefl.com under the Building Department by clicking on the link provided for permit fees.

AD. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MCRA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MCRA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

AE. RATES: Shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require the approval of the MCRA. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the city in writing ninety (90) days prior to the contract anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates can not be resolved to the City's satisfaction the Executive Director of the MCRA or designee reserves the right to terminate the contract at the end of the initial contract term.

RFP PROPOSAL FORM NO. MCRA 2014-01

**BID TO: BOARD MEMBERS
MARGATE COMMUNITY REDEVELOPEMENT AGENCY**

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

RFP MCRA 2014-01 PROPERTY MANAGEMENT SERVICES

2. Proposer accepts all of the terms and conditions of the RFP Documents including disposition of the Bid Security if required.

3. The RFP will remain open until a contract is awarded unless otherwise required by law. Bidder will enter into an Agreement with the City, and will furnish the insurance certificates, Payment Bond and Performance Bond (if required by the Contract Documents).

4. It is the Contractor's responsibility to contact the City prior to the RFP submission date and time to determine if any addenda have been issued on the project. Proposer has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number		Date	
	_____		_____
	_____		_____
	_____		_____

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.

6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm or corporation to refrain from bidding and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

To all the foregoing, and including all Proposal Schedule(s) and Information Required of Proposer contained in this Proposal Form, said Proposer further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Proposal Price(s) submitted and agreed upon.

NAME OF FIRM: _____

ADDRESS: _____

NAME OF SIGNER _____

(Print or Type)

TITLE OF SIGNER _____

SIGNATURE: _____ DATE: _____

TELEPHONE NO.: _____ FACSIMILE NO. _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal
Form this _____ day of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by
_____(Name), who is personally known to me or who has produced
as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____
by _____ (Name), who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this
day of _____, 201__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
201__, by _____(Name), _____(Title) of
_____(Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not) take
an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

I. State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Company Name) on behalf of the
corporation, who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.
WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such 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 affiant, have 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements 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 (Recipient), or any person interested in the proposed Work;
- (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 other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

OFFEROR'S
QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Margate Community Redevelopment Agency

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

ONE

CIRCLE

SUBMITTED BY:	Corporation
NAME:	Partnership
ADDRESS:	Individual
PRINCIPAL OFFICE:	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation:
- b. State of Incorporation:
- c. President's name:
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization

- b. Name, address and ownership units of all partners:

 - c. State whether general or limited partnership:

- 4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

- 5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

- 6. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of five (5) owners, individuals or representatives of owners with the most knowledge of work which you have performed, and to which you refer.

N/A – Required in RFP Request

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

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

N/A Included in RFP Request

11. State the name of the individual who will have personal supervision of the work:

N/A Included in RFP Request

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the MCRA reserves the right to make final Decisions in the MCRA's best interest. In order to have a Drug-free Workplace Program, a business shall:

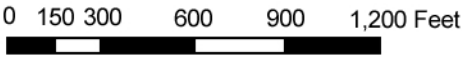
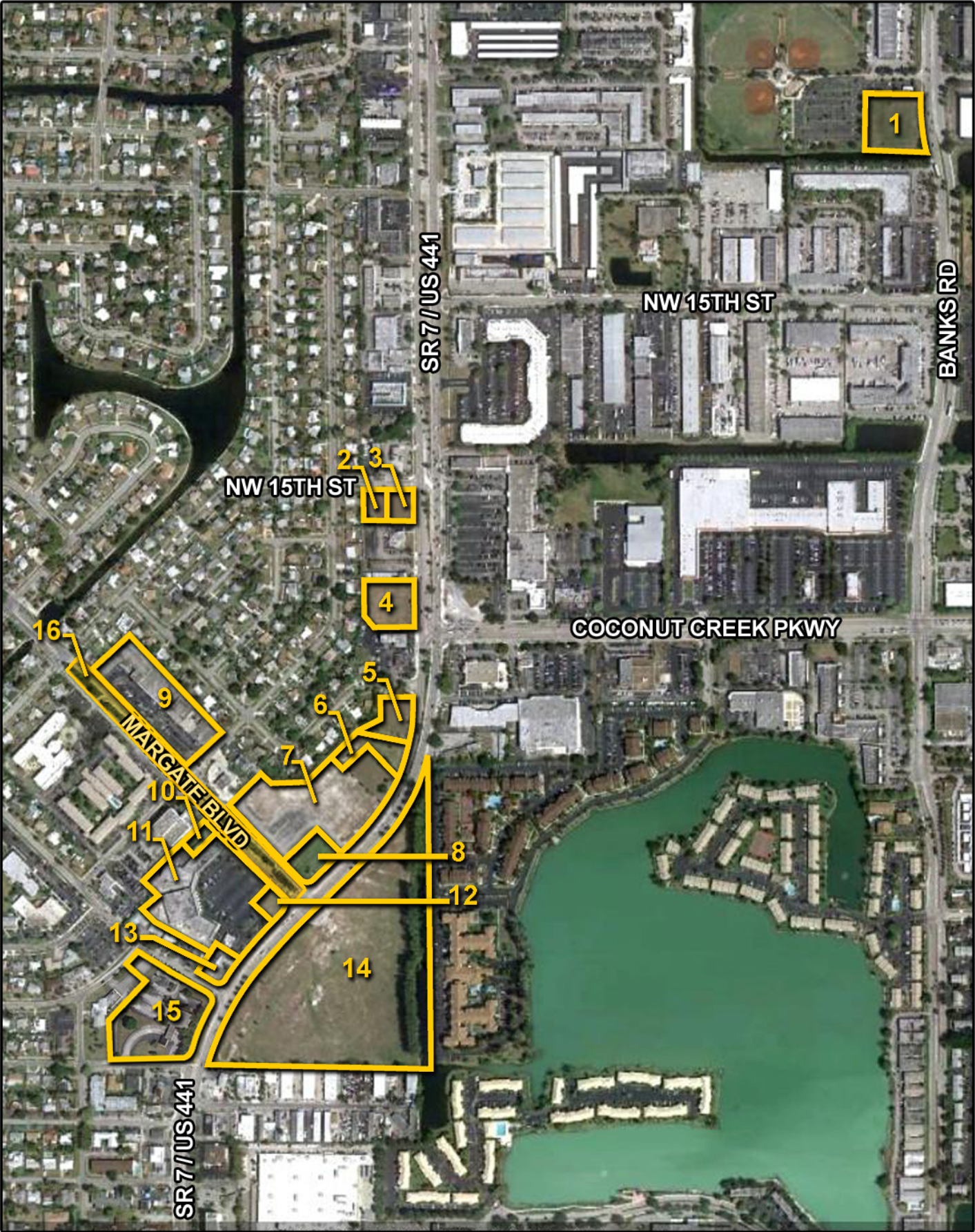
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

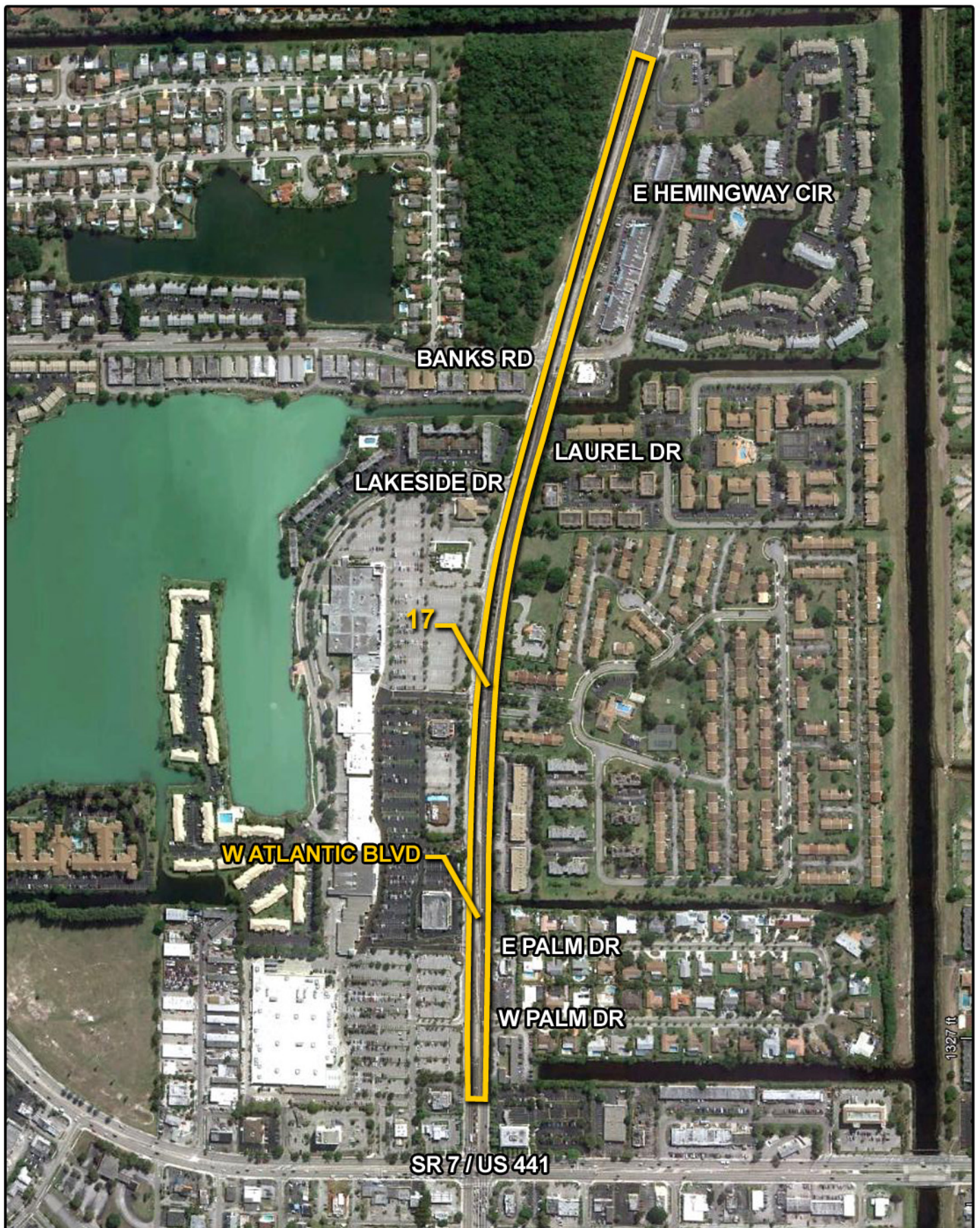
AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:_____DATE:_____

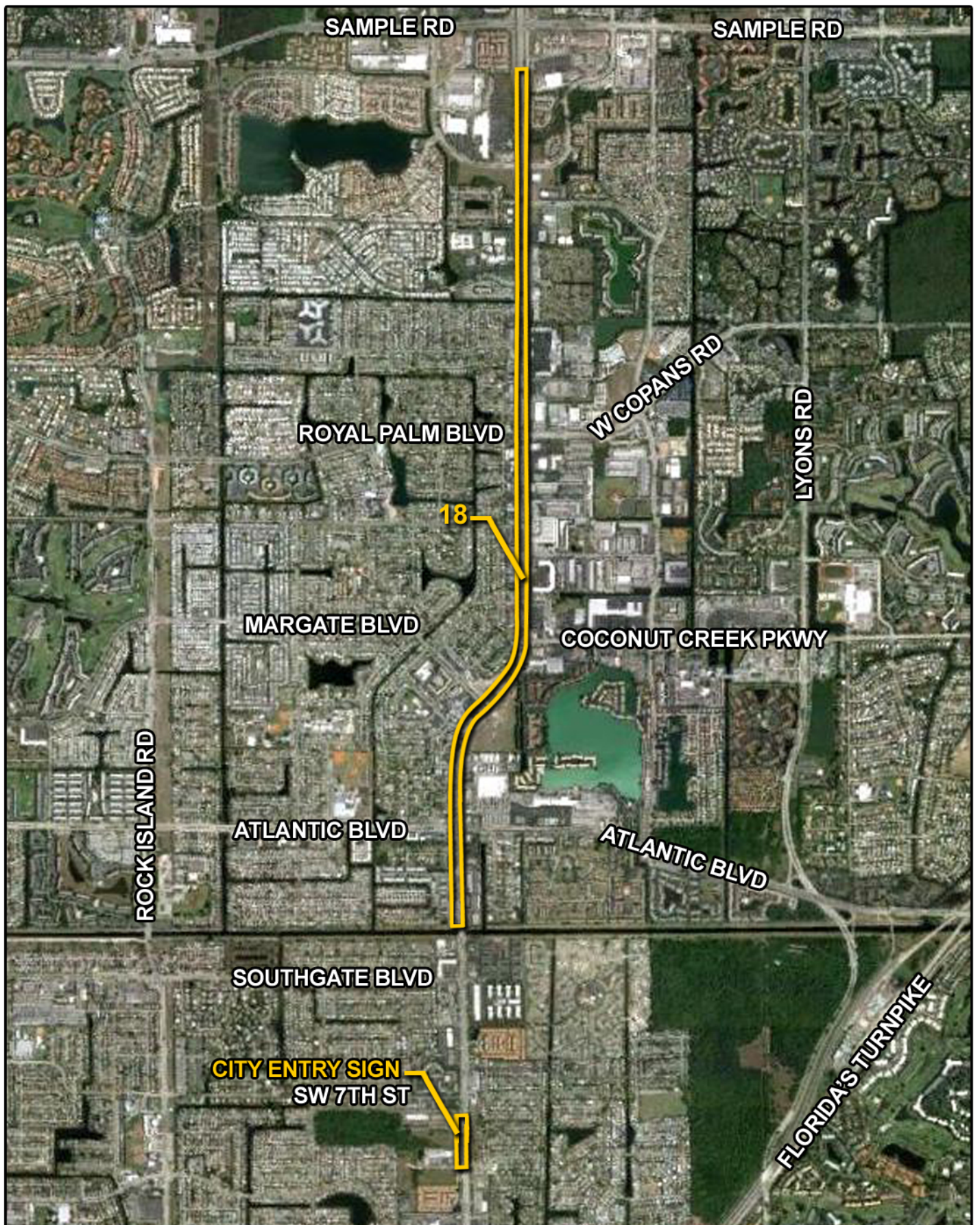
City of Margate CRA: Landscape Maintenance (Properties)



City of Margate CRA: Landscape Maintenance (Atlantic Blvd. Medians)



City of Margate CRA: Landscape Maintenance (SR 7 / U.S. 441 Medians)



MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 407

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN LAWN WIZARD USA, INC. AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR LANDSCAPE MAINTENANCE SERVICES.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency authorizes the execution of an agreement between Lawn Wizard USA, Inc. and the Margate Community Redevelopment Agency for landscape maintenance services.

SECTION 2: That the Chairman and the Executive Director are hereby authorized and directed to execute said agreement on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 22nd day of August, 2013.


Chairman Frank Talerico

RECORD OF VOTE

Ruzzano	Yes
Donahue	Yes
Peerman	Yes
Simone	Yes
Talerico	Aye



CONTRACT

THIS CONTRACT, made and entered into this 2nd day of SEPTEMBER, 2013, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a Florida corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "MCRA"); and Lawn Wizard USA, Inc. dba Tropical Growers USA, Inc. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Technical Special Provisions, Bid Proposal Form, Schedule of Bid Prices, Bidders General Information, Reference Sheet, Drug-Free Workplace Form, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

Bid # MCRA 2013-05 MAINTENANCE OF LANDSCAPE AND IRRIGATION

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments. The Contract term shall be for a period of one (1) year and shall automatically renew for an additional two (2) one (1) year extensions providing all terms and conditions remain the same; providing for availability of funding.

ARTICLE 4

CONTRACT SUM

1. MCRA shall pay to CONTRACTOR an amount not to exceed \$ 86,020.00 for a twelve month period for complete maintenance of landscaping and irrigation for MCRA Properties as per the terms and conditions of Bid # MCRA 2013-05. Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed up to and including the full contract amount.

CONTRACTOR agrees that the MCRA shall have the discretion to increase or decrease the contract amount should monies become available or unavailable for this work.

2. Payments shall be made up to the contract amount for work completed. This price shall

be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by MCRA together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by MCRA. MCRA shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the MCRA or another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the MCRA to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the MCRA'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

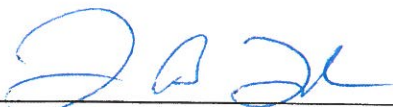
1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the MCRA may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESSETH WHEREOF, MCRA and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the Contract Documents have been signed or identified by MCRA and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY



Frank B. Talerico, Chair

11 day of SEPTEMBER, 2013



Jerry A. Blough, Executive Director

12 day of SEPTEMBER, 2013

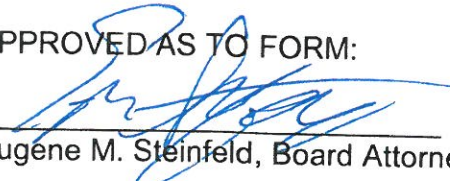
ATTEST:



Rita Rodi, CRA Coordinator

12 day of SEPTEMBER, 2013

APPROVED AS TO FORM:

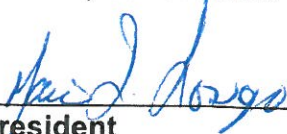


Eugene M. Steinfeld, Board Attorney

17 day of SEPTEMBER, 2013

FOR CONTRACTOR


FOR CORPORATION: Lawn Wizard USA, Inc. dba Tropical Grounds USA, Inc.



President

2nd day of SEPTEMBER, 2013





Secretary

2nd day of SEPTEMBER, 2013

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND LAWN WIZARD (CONTRACTOR) FOR BID # MCRA 2013-05
MAINTENANCE OF LANDSCAPE AND IRRIGATION**

SPECIAL CONDITIONS
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Area Maps

Map Area 1 – Vacant Lot located at intersection of NW 17th St & Banks Rd.

Map Area 2 – Western Vacant Lot located at intersection of NW 15th St & SR 7

Map Area 3 – Eastern Vacant Lot located at intersection of NW 15th St & SR 7

Map Area 4 – Western Vacant Lot Located at the intersection of Coconut Creek Parkway and SR 7

Map Area 5 – Vacant Lot Located at the intersection of Seton Drive and SR 7

Map Area 6 – Vacant Lot located on SR 7

Map Area 7 – Vacant Lot located on SR 7

Map Area 8 – Vacant Lot located northwest of the intersection of Margate Blvd. and SR 7

Map Area 9 – Shopping Center located northwest of the intersection of NW 58th Ave. and Margate Blvd.

Map Area 10 – Vacant Lot located on Margate Blvd., south of the City Hall Municipal Complex

Map Area 11 – Shopping Center located southwest of the intersection of Margate Blvd. and SR 7

Map Area 12 – Vacant Lot located southwest of the intersection of Margate Blvd. and SR 7

Map Area 13 – Vacant Lot parcel located northwest of the intersection of Park Drive and SR 7

Map Area 14 – 1000 North SR 7

Map Area 15 – 911 North SR 7

Map Area 16 – Medians located along Margate Blvd. between E. River Drive and north SR 7

Map Area 17 – Medians located along Atlantic Blvd. just East of SR 7 and continuing East to the City limits

Map Area 18 – Medians in the area of the divided road on SR 7 outlined in brick pavers between SW 8th Court and SW 7th Street and medians in the area of the divided road on SR 7 north of the C-14 canal to a point approximately 922 feet north of the intersection of SR 7 & NW 31st Street

TECHNICAL SPECIAL PROVISIONS

1.0. GENERAL

The selected CONTRACTOR shall provide all labor, equipment, materials, supplies, fuel and incidentals necessary to perform all landscape maintenance and irrigation maintenance as required by the contract documents. Sections 2.0 through 18.0 below provide the standard maintenance specifications for all landscaping and irrigation to be maintained under this Contract. Section 19.0 below, provides specific landscape and irrigation maintenance requirements that are only applicable to the specified MAP AREAS (as depicted the site location map exhibit at the end of this section).

CONTRACTOR shall follow the work schedules and maintenance frequencies defined in these Technical Special Provisions for each work item, precisely and shall complete all landscape and irrigation maintenance as scheduled.

CONTRACTOR shall not be paid for any work not completed in accordance with the CONTRACT specifications and schedules.

Regular maintenance items are scheduled to be completed at various maintenance cycles within each month, including but not limited to, mowing, trimming, edging, monthly irrigation system maintenance, irrigation wet checks following each mowing, weed control, pest control, fertilization, application of mulch, litter control, removal of coconuts, dead palm fronds and branches, submission of maintenance reports.

Specific maintenance items may require more or less frequent service than one time per month, including but not limited to, mowing, pest control/fertilization, weed control, irrigation system check/irrigation wet checks, pruning/trimming, debris, coconut seed pods and fruit, and frond removal and mulch.

The CRA shall, at its discretion, reject any equipment that it feels is not adequate for performing the requirements of this contract. If any item(s) of equipment is/are rejected, CONTRACTOR shall provide replacement equipment at the CONTRACTOR'S expense with no delay in scheduled work.

CONTRACTOR shall perform all of the requirements of the contract fully on day one, and each and every day thereafter for the term of the contract.

2.0. WARRANTY

The CONTRACTOR shall fully maintain all plant material trusted in his care. All plant material shall be alive and sustain satisfactory growth for each specific kind of plant. Any loss of plant material attributed to the CONTRACTOR'S negligence and/or non- performance of required landscaping and irrigation maintenance will be replaced in like size and type at no additional cost to the CRA.

- 2.1. The CONTRACTOR shall provide trained and capable supervisors to accomplish the services required under this contract. The supervisor will be capable of verbal and written communication in the English language.
- 2.2. Prior to each mowing, the CONTRACTOR shall remove all trash, litter and debris from area being maintained. The CONTRACTOR shall notify the CRA representative of damaged plant materials resulting from vehicle damage, storm damage, vandalism or natural causes.
- 2.3. The CONTRACTOR shall provide a sign-off sheet (Maintenance Report) that lists all of the services provided in each landscaped area during each visit and certify by his signature that they have been accomplished on that date.

3.0. ADDITIONAL PROJECT REQUIREMENTS

- 3.1. MAINTENANCE OF TRAFFIC - Maintenance of traffic safety procedures shall be implemented during any and all maintenance activities within the road right-of-way. Maintenance of traffic procedures shall be in accordance with Florida Department of Transportation Roadway and Traffic Design Standards Index 600, (latest edition), Manual of Uniform Traffic Control Devices (Part VI), (latest edition), Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition). For the duration of the contract, the CONTRACTOR shall employ a worksite traffic supervisor to coordinate and supervise maintenance of traffic activities.
 - 3.1.1. The CONTRACTOR shall prepare a traffic control plan to be utilized for each phase of maintenance within the road right-of-way. This plan shall be submitted for the CRA's Engineer's review.
 - 3.1.2. The costs of maintenance of traffic training, equipment, implementation and deployment shall be included in the CONTRACTOR'S price for maintenance.

3.1.3. CONTRACTOR shall have a qualified traffic control supervisor on site during all maintenance operations, and shall provide proof that their onsite traffic supervisor is qualified and has successfully passed the FDOT Basic Training and Restricted Activities Training Maintenance of Traffic (M.O.T.) Courses.

3.2. PROGRESS MEETINGS shall be held a minimum of two times per month (typically during the first and third weeks of each month). Meeting agendas shall be distributed and minutes shall be published after each meeting. Meetings may also include a field inspection. At minimum CONTRACTOR shall have their Supervisor and Horticulture Specialist in attendance at all progress meetings. The primary intent of these meetings will be to address maintenance concerns.

3.3. Any damage caused by the CONTRACTOR to the decorative lights located on Margate Blvd. is the responsibility of the CONTRACTOR to replace with same type and size of material at no cost to the CRA.

3.4. The CONTRACTOR shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of a CONTRACTOR'S employee from performing maintenance on the City's grounds where such employee's performance or actions are obviously detrimental to the program.

CONTRACTOR shall provide all employees with color coordinated uniforms, with the CONTRACTOR'S business name and/or logo clearly indicated, that shall meet the City's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 4" letters.

3.5. CONTRACTOR shall supply a complete list of all equipment (rented, leased or owned) to be utilized in the execution of this contract and where the equipment is located.

4.0. DEFINITION OF BID ITEMS

General – Bid Items shall include the cost of all the following tasks: mowing, trimming, edging, weed control, litter and debris pick up, irrigation system maintenance, monthly supplemental mulch, and completing and submitting maintenance reports as described in the Technical Special Provisions, (Division I), and any special requirements defined in Section 19.0 of the Technical Specification that are specific to these Bid Items. The cost of turf and tree fertilization, chemical pest control, one time preparation and major application of mulch, preparation and installation of annuals, shrub and tree pruning, shall not be included; but should be bid separately under the appropriate Bid Items.

- 4.1. Bid Item 1: (See Map AREA 1) – VACANT LOT
Annual cost of all landscape maintenance of the Vacant Lot located at the intersection of NW 17th St & Banks Rd.
- 4.2. Bid Item 2: (See MAP AREA 2) – VACANT LOT
Annual cost of landscape maintenance of the Western Vacant Lot Located at the intersection of NW 15th St. and SR 7.
- 4.3. Bid Item 3: (See MAP AREA 3) – VACANT LOT
Annual cost of landscape maintenance of the Eastern Vacant Lot Located at the intersection of NW 15th St. and SR 7.
- 4.4. Bid Item 4: (See MAP AREA 4) – VACANT LOT
Annual cost of landscape maintenance of the Western Vacant Lot Located at the intersection of Coconut Creek Parkway and SR 7.
- 4.5. Bid Item 5: (See MAP AREA 5) – VACANT LOT
Annual cost of landscape maintenance of the southwestern Vacant Lot Located at the intersection of Seton Drive and SR 7.
- 4.6. Bid Item 6: (See MAP AREA 6) – VACANT LOT
Annual cost of landscape maintenance of the Vacant Lot located on SR 7.
- 4.7. Bid Item 7: (See MAP AREA 7) – VACANT LOT
Annual cost of landscape maintenance of the Vacant Lot located on SR 7.
- 4.8. Bid Item 8: (See MAP AREA 8) – VACANT LOT
Annual cost of landscape, irrigation maintenance of the Vacant Lot located northwest of the intersection of Margate Blvd. and SR 7.
- 4.9. Bid Item 9: (See MAP AREA 9) – SHOPPING CENTER

Annual cost of landscape, irrigation maintenance of the Shopping Center located northeast of the intersection of NW 58th Ave. and Margate Blvd.

- 4.10. Bid Item 10: (See MAP AREA 10) – VACANT LOT
Annual cost of landscape, irrigation maintenance of the Vacant Lot located on Margate Blvd., south of the City Hall Municipal Complex.
- 4.11. Bid Item 11: (See MAP AREA 11) – SHOPPING CENTER
Annual cost of landscape, irrigation maintenance of the Shopping Center located southwest of the intersection of Margate Blvd. and SR 7.
- 4.12. Bid Item 12: (See MAP AREA 12) – VACANT LOT
Annual cost of landscape, irrigation maintenance, of the Vacant Lot located southwest of the intersection of Margate Blvd. and SR 7.
- 4.13. Bid Item 13: (See MAP AREA 13) – MARGATE CAR WASH
Annual cost of landscape maintenance, of the former Margate Car Wash parcel located northeast of the intersection of Park Drive and SR 7.
- 4.14. Bid Item 14: (See MAP AREA 14) – VACANT PARCEL
Annual cost of landscape maintenance, of the Vacant triangle shaped lot located on SR 7 where Park Dr. and Margate Blvd. reach a dead end.
- 4.15. Bid Item 15: (See MAP AREA 15) – FORMER BANK PARCEL
Annual cost of landscape maintenance, of the former Bank parcel located southwest of the intersection of Park Drive and SR 7.
- 4.16. Bid Item 16: (See MAP AREA 16) – MARGATE BOULEVARD
Annual cost of landscape, irrigation maintenance, and associated maintenance of traffic, of medians and perimeter ROW landscape in the area of the divided road on Margate Blvd. between E. River Drive and north SR 7 as depicted on the map for Map area 16.
- 4.17. Bid Item 17: (See MAP AREA 17) – ATLANTIC BLVD.
Annual cost of landscape, irrigation maintenance, and associated maintenance of traffic, of landscape medians in the area of the divided road on Atlantic Blvd. between just East of SR 7 and continuing East to the City limits as depicted on the map for Map area 17.

- 4.18. Bid Item 18: (See MAP AREA 18) – STATE ROAD 7 (SR 7)
Annual cost of landscape, irrigation maintenance, and associated maintenance of traffic, of medians in the area of the divided road on SR 7 outlined in brick pavers between SW 8th Court and SW 7th Street and medians in the area of the divided road on SR 7 north of the C-14 canal to a point approximately 922 feet north of the intersection of SR 7 & NW 31st Street as depicted on the map for Map area 18.
- 4.19. Bid Item 19: – FERTILIZATION
Annual cost of turf, tree, shrub and ground cover fertilization in accordance with Section 13.0 of the Contract Technical Special Provisions, (Division I) for the following map areas: 8,9,10,11,12,16,17, and 18.
- 4.20. Bid Item 20: – PRUNING AND TRIMMING
Annual cost of pruning and trimming trees, shrub and ground cover in accordance with the Section 9.0 of the Contract Technical Special Provisions, (Division I) for the following map areas: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.
- 4.21. Bid Item 21: – PESTICIDE TREATMENT
Annual cost of treatment in accordance with Sections 12.0 of the Contract Technical Special Provisions, (Division I) for the following map areas: through 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.
- 4.22. Bid Item 22: – HERBICIDE TREATMENT
Annual cost of herbicide treatment in accordance with Sections 12.0 of the Contract Technical Special Provisions, (Division I) for the following map areas: through 8, 9, 10, 11, 12, 16, 17, and 18.
- 4.23. Bid Item 23: – MULCH
Annual cost of one (1) major mulching applied one time per year in accordance with Section 14.0 of the Contract Technical Specifications section (see Division I) for the following map areas: 8,9,10,11,12,13,15,16,17, and 18. (Note: Do not include the cost of adding supplemental mulch, on an as needed basis, to maintain the required mulch levels as described in the Technical Special Provisions, (Division I) in this Bid item. Include the cost of adding mulch to maintain the required height level in the Bid items for each individual map area that requires mulch).
- 4.24. Bid Item 24: – LITTER REMOVAL
- 4.24.1. Litter Removal Service Needed 365 Days a Year:

- 4.24.1.1. Litter shall be removed and disposed of for Map Areas 16, 17 & 18 such as, but not limited to; turf areas, plant beds, hardscape maintenance areas, paver blocks and dyed/decorative concrete walks, roadways and gutters. Litter removal is required every day (including weekends and holidays). Litter and debris control is to be completed prior to eleven o'clock (**11:00 am**) as a maintenance function **and** before each mowing.
- 4.24.1.2. Litter and debris shall be **completely removed off site** from all contract areas as a regular requirement of debris control on a **daily** basis and disposed of in accordance with City ordinances. Litter and debris may not be stored on site.
- 4.24.1.3. Litter to be removed includes, but is not limited to, paper, glass, trash, undesirable material, dead animals, cigarette butts, dead vegetation or debris (unauthorized paper signs), etc., deposited or blown onto the sites. Palm fronds, tree limbs and leaves shall also be removed.

5.0. BASIS FOR PAYMENT

Compensation to the CONTRACTOR shall be the unit price bid for work scheduled and completed each month in accordance with the Technical Special Provisions (Division I), subject to receipt of a proper invoice, and verification and acceptance of the work by the CRA. All work shall be completed in accordance with the schedules and specifications described in the Technical Special Provisions of this Contract. Delays resulting from weather, (with the exception of a catastrophic event), mechanical breakdowns, and traffic disruptions or any other condition(s) or occurrence(s) will not be accepted as reasons for not completing work as specified and scheduled. **CONTRACTOR shall not be paid for any bid item where work remains incomplete more than seven (7) calendar days following the scheduled completion date, even if a portion of the work has been completed.** It is understood that the scheduled completion date is the last working day of the month in which the work is scheduled to be completed, unless otherwise specified, in the Technical Special Provisions (Division I). The seven (7) calendar day allowance shall not apply when work schedules do not allow enough time between the maintenance cycles to accommodate the seven day grace period.

6.0. SITE VISIT PRIOR TO BID SUBMITTAL

Prospective Bidders are required to visit the project sites prior to submitting a bid to ensure that they have identified all restrictions and interfaces involved in the project.

The CRA will conduct a **MANDATORY** pre-proposal conference for all prospective proposers on **Thursday, August 1, 2013 at 2:00 PM** to be held in the City Hall Commission Chambers, 5790 Margate Boulevard, Margate, FL 33063.

There will be a **MANDATORY** guided tour of the areas to be serviced within the CRA immediately following the pre-proposal conference. All proposers must contact the Purchasing Division by Tuesday, July 30, 2013 not later than 10:30 AM at (954) 935-5346 to register for the tour. There is a limit of two (2) employees per CONTRACTOR for the tour and all desiring to take the tour must execute a site visit release/waiver of liability (Attachment "A") prior to the tour. Approximate length of the pre-proposal tour should be 1 – 2 hours, so please plan your schedule accordingly.

Proposers must attend the pre-proposal conference and present inquires during this time period. After the initial tour, Proposers are encouraged to contact the CRA Assistant Director Mr. Dennis Holste at (954) 935-5324 to request permission to access any area to be serviced.

7.0. PROJECT KICK-OFF / PREWORK MEETING

A required pre-work meeting will be held shortly after execution of contract for project, and prior to the start of the maintenance work.

8.0. WEED CONTROL

8.1. Weeds are to be manually removed from all planting beds, trees, hedges, or ground covers a **minimum of two (2) times per month, and as needed to maintain a neat, weed free condition at all times.** The use of contact herbicides may be used where appropriate as indicated in sections 8.2.and 8.3., below.

8.2. Weeds are to be removed from walkways, curbs, pavers brick fields, and gutter expansion joints and cement noses of concrete medians in all areas within project limits, two (2) times per month. Careful and confined use of contact herbicides is acceptable for these areas. Chemicals shall be applied in a manner to limit drift to six inches (6"). CONTRACTOR is responsible for

replacement of all sod or plants damaged by their actions at no additional cost to the CRA.

- 8.3. Chemical Edging. Careful and confined use of chemical applications may be used to kill weeds in and around planters, trees, fence lines, curbs, light poles, electrical boxes, cement medians (concrete separators) and concrete sidewalks, one (1) time per month. Chemicals shall be applied in a manner to limit drift to six inches (6"). CONTRACTOR is responsible for replacement of all sod or plants damaged by their actions at no additional cost to the CRA.

- 8.3.1 The non-selective herbicide glyphosate (Roundup) must not be applied within three (3) feet of any palm. Some palms form adventitious roots at the base of their trunks that can absorb glyphosate sprayed on them. Glyphosate is systemic and can damage the palm's bud. Date palms and royal palms are particularly sensitive to glyphosate exposure.

- 8.4. The CONTRACTOR shall apply an approved pre-emergent herbicide within planting beds prior to all mulch applications. The herbicide shall be placed in accordance with the manufacturer's recommended rate and application techniques. CONTRACTOR is responsible for replacing all vegetation damaged or destroyed as a damaged by their actions at no additional cost to the CRA.

- 9.0. PRUNING AND TREE TRIMMING (including maintenance, public safety and visibility/sight triangle pruning and trimming)

- 9.1. SPECIAL TREE TRIMMING REQUIREMENTS-SPECIFICATIONS:

- 9.1.1. All trees and palms shall be pruned for improved structure and to reduce potential hazardous conditions, in accordance with proper arboriculture practices as outlined in ansi 300a standards. The landscaping maintenance CONTRACTOR shall have a certified arborist on staff or shall have a certified arborist as a sub- contractor to oversee tree trimming operations. Arborist certification shall be by the international society of arboriculture. CONTRACTOR is to submit copy of certification to the CRA prior to completing this work.

- 9.1.2. Hatracking and topping of trees is prohibited by City of Margate ordinance and will not be allowed or tolerated.

- 9.2. Shrub and Hedge Care. Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by CRA designee. Shrubs should generally be trimmed in a rounded, natural fashion. Outside top edges of plant masses should be sloped inward to allow sunlight to reach the bottom of the plants. "Maintenance pruning" shall consist of the removal of dead and/or broken branches, fronds, suckers or sprouts, branches that may hang over walkways, obscure roadway vision, etc. Pruning is performed to have shrubs appear orderly and neat at all times. All pruning will be accomplished in accordance with standard practices including (1) use of cutters with sharp blades (2) machetes will not be permitted for any operation performed under this contract.
- 9.2.1. All shrubs and ground covers will be pruned eight (8) times per year in January, March, May, June, July, August, September and November.
- 9.2.2. All plant material shall be pruned to allow natural growth habit unless otherwise requested.
- 9.2.3. Pruning shall be done in a manner which promotes foliage and flower bud development.
- 9.2.4. Monocot grasses such as but not limited to: Fackahatchee grass, Cord grass, Muhly grass and Gamma grass shall be cut back for a maximum height of approximately 3"-4" per year in March.
- 9.2.5. Shrubs and groundcovers should not be allowed to reach heights of no more than twice the height of which they were planted. As a general rule, groundcovers should be maintained at a height less than 24" and shrubs should be maintained at a height less than 48" unless otherwise specified by CRA representative.
- 9.3. Palm Trees shall be maintained free of all seed pods and coconuts. Dead fronds shall be removed as they occur.
- 9.4. Canopy Trees shall be pruned to remove sucker growth and to maintain the natural character of the tree. All damaged, dead or diseased limbs resulting from weather, pests or other causes shall be removed immediately upon identification. If it is determined that there is a perceived need for heavy pruning to thin a tree canopy, prior approval of said thinning shall be

obtained by the appropriate CRA representative, and said pruning shall only be performed in February.

9.5. Accent Trees such as Ligustrum, Crepe Myrtle, Stoppers and Tabebuia shall be pruned to maintain shape of tree four times per year (November, February, May and August). When located within sight triangles these trees must also be limbed up to eight (8') feet on City and County roads, and eight and one half (8.5') feet on State roads, from roadway pavement elevation. If needed, heavy pruning to thin the canopy shall only be performed in February.

9.6. Visibility Sight Lines/Triangles - Clear Zones, as defined in the FDOT Roadway and Traffic Design Standard Index 546 (latest edition), shall be maintained at all times. At no time shall plant material be permitted to exceed visibility limits when located within sight triangles.

9.6.1. Shrubs within the sight triangle shall not exceed twenty-four inches (24") in height above the adjacent roadway pavement elevation.

9.6.2. Clear trunk of trees as measured from bottom of canopy shall be no less than eight (8') feet on City and County roads, and eight and one half (8.5') feet on State roads, above adjacent roadway pavement elevation. For canopy trees, it is intended that these trees remain limbed up as single or multi-trunk specimens. Any sprouting from the base of the tree shall be removed as a part of the pruning operations. In addition, any portion of the canopy extending over the curb line shall be maintained at a clear height of fourteen (14') feet on City and County roads, and sixteen (16') feet on State roads, as measured from the bottom of the canopy to the roadway pavement.

9.6.3. Trees, tree limbs or vegetation growing over sidewalks shall not be lower than (8') feet on City and County roads, and ten (10') feet on State roads.

10.0. LITTER AND DEBRIS CONTROL

10.1. CONTRACTOR shall remove litter and debris before mowing grass.

10.2. Litter removal from plant beds and median areas prior to mowing and shall be completed on the same day as the maintenance operation.

- 10.3. Litter to be removed includes paper, glass, trash, undesirable materials or debris deposited or blown onto the site. Palm fronds and tree limbs will also be removed.
- 10.4. Litter is to be removed from the sites and properly disposed of in accordance with Federal, State and Local laws.

11.0. IRRIGATION SYSTEM MAINTENANCE

CONTRACTOR is solely responsible for the irrigation control and maintenance thereof, including but not limited to the following:

- 11.1. CONTRACTOR is responsible for the routine maintenance and repair of the irrigation system, including the replacement of sprinkler heads, all underground irrigation pipes, valves, wires, valve boxes, solenoids and actuators, main circuits, controllers, etc., if the individual component is up to \$125.00 material cost. All replacement parts/components shall be performed using identical/matching parts/components unless approved otherwise by the CRA representative. Any single repair part costing more than \$125.00 each will be reimbursed by the CRA provided prior approval of the repair/repair cost is obtained from the CRA representative in writing. Individual repair parts costing less than \$125.00 each shall be the responsibility of the Maintenance CONTRACTOR.

11.1.1. Irrigation replacement parts:

- 11.1.1.1. Valves shall be Irritrol 100 series
 - 11.1.1.2. Popup type sprinkler heads shall be 6" for turf application and 12" for shrub and groundcover application.
 - 11.1.1.3. Popup sprinkler head shall be Toro 570 series
 - 11.1.1.4. All rotors shall be Hunter P.G.J. or P.G.P. series as appropriate for the application. Rotor heads shall be 6" for turf application and 12" for shrub and groundcover application.
 - 11.1.1.6. All pressurized irrigation lines shall be schedule 40 PVC pipe.
 - 11.1.1.7. All threaded PVC nipples connected to valves shall be schedule 80.
 - 11.1.1.8. Gray PVC glue and purple primer shall be used for all PVC repairs.
- 11.2. CONTRACTOR shall fill holes dug while repairing the irrigation as soon as the repairs are complete. CONTRACTOR shall barricade any holes with lighted barricades that must remain open

unattended. No holes shall be left open longer five (5) calendar days.

- 11.3. Irrigation systems shall be completely checked once per month, and wet checked for broken or damaged components prior to leaving premises following each maintenance operation. CONTRACTOR shall notify the CRA representative at least 24 hours in advance of said checks, and said checks shall verify proper operation as related to the proper health of the plant material, as well as damaged system/components. Any discrepancies found shall be reported to the CRA representative immediately, and shall be repaired. All plants that die or excessively shock due to lack of water or too much irrigation water must be replaced by the CONTRACTOR, at no cost to the CRA, in accordance with these specifications.
- 11.3. Irrigation lines and or heads damaged as a result of maintenance practices shall be repaired by the CONTRACTOR prior to leaving the premises.
- 11.4. Controllers shall be checked to ensure that the clock is set for proper times and days. Irrigation clocks are to be set to begin watering between 5:00 p.m. to 9:00 a.m. unless directed otherwise by the designated CRA representative. Irrigation time settings shall not violate any water restrictions that are in effect for the CRA.
- 11.5. CONTRACTOR shall either be licensed for irrigation work or shall have a subcontractor that is licensed for irrigation work, and said representative/subcontractor shall oversee the irrigation maintenance and repair work. The irrigation licensee shall perform, or shall be on site to directly supervise the performance of all irrigation work.
- 11.6. The CRA shall assess and deduct all costs resulting from non-compliance to water restrictions caused by the CONTRACTOR'S negligence or improper maintenance of irrigations systems covered by this contract.
- 11.7. CONTRACTOR may use alternate irrigation parts with equal or better results than those described in Subsection 11.1.1.

12.0. CHEMICAL PEST & WEED CONTROL

- 12.1 Turf, shrub, tree, groundcover, and insect control shall be for all insects as needed when there is evidence that they exist. Some specific insects to be controlled include, but are not limited to

White Fly, Aphids, Scale, Mites, Chinch bugs, Grub worms, Sri Lanka Weevils, Banana Spiders and Grasshoppers.

- 12.2 Ficus Whitefly *Singhiella simplex* are small, winged insects that belong to the Order Hemiptera which also includes aphids, scales, mealy bugs, and bugs. These insects typically feed on the underside of leaves with their "needle-like" mouthparts. Whiteflies can seriously injure host plants by sucking juices from them causing wilting, yellowing, stunting, leaf drop, or even death.

To control Whitefly in the landscape the current recommendation is to drench the soil around the base of the tree or hedge with a product that contains a neonicotinoid compound. Typical products containing Neonicotinoid include:

- 12.2.1 Arena 50 WDG
- 12.2.2 Aloft (combined with pyrethroid)
- 12.2.3 Safari 20 SG
- 12.2.4 Spectricide Systemic Tree & Shrub Insect Control + Fertilizer
- 12.2.5 Merit 75 WP, 75 WSP, or 2F; Core Tect
- 12.2.6 Bayer Advanced Tree & Shrub Insect Control
- 12.2.7 Meridian 25WG

- 12.3 In turf areas where concentrated treatments to control Chinch Bug infestation is required, CONTRACTOR shall use Crosscheck (Talstar), Aloft or an equivalent pesticide containing active ingredients designed specifically to eradicate Chinch Bugs.
- 12.4 Disease control will include identification and diagnosis and application of appropriate fungicide or bactericide as needed when there is evidence that disease exists.
- 12.5 Medjool Date Palm and Bismarckia Palm pest control. Pest control will include a bud treatment with an insecticide spray for Borers (Imidacloprid insecticide such as Merit or approved equal). Applications will be mandatory six (6) times per year in the following months: February, April, June, August, October and December, and as needed in the in-between months. Apply at manufacturer's recommended rates. Coordinate applications times with CRA Representative.
- 12.6 The following is a list of recommended pest control products for the treatment of specific plant destroying insects:

- 12.6.1 Chinch Bugs:
 - 12.6.1.1 Crosscheck (Talstar)(granular or liquid)
 - 12.6.1.2 Aloft (granular or liquid)
- 12.6.2. Grub worms:
 - 12.6.2.1. Dylox (for quick knockdown)
 - 12.6.2.2. Allectus or Aloft (for long term)
- 12.6.3. Weevils:
 - 12.6.3.1 Orthene or Crosscheck
- 12.6.4. Aphids: Crosscheck or Orthene
- 12.6.5. Spider mites:Avid

12.7 CONTRACTOR shall apply all pest control chemicals at the manufacturer's minimum recommended rate needed to achieve effective eradication of plant destroying pests.

12.8 CONTRACTOR may use alternate pest control chemicals with equal or better results than those described in Subsection 12.6. CONTRACTOR shall utilize an alternate, environmentally friendly pest control chemical acceptable to the CRA to eliminate pests that have developed a resistance to any chemical described in the Technical Special Provisions of this Contract.

12.9. General Use of Chemicals

12.9.1. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and shall be applied in accordance with the manufacturer's recommendation by or under the direction of a licensed Florida Certified Pesticide Applicator. Application shall be in strict accordance with all governing regulations. CONTRACTOR to provide copy of Certified Pesticide Applicator license to prior to starting work.

12.9.2. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the contract Project Manager including supporting information that all proposed chemicals are approved by the Florida Department of Agriculture. No work shall begin until this information is submitted.

12.9.3. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions. Submit copies

of records to the CRA's Project Manager on a monthly basis.

12.9.4. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons near the project. CONTRACTOR shall take extra care to prevent drift or contamination of adjacent waterways, canals or lakes.

12.9.5. Any soil, sod or plants contaminated by misuse of chemicals shall be removed and replaced by the CONTRACTOR at no cost to the owner.

12.9.6. CONTRACTOR shall furnish written notice to the CRA Representative prior to any chemical application.

12.9.7. Any chemicals used on site must be pre-approved by the CRA. All chemicals, such as petroleum products, fertilizer, etc. are to be handled with explicit consideration and extreme care, and must include labeling indicating EPA and/or USDA approval. CONTRACTOR shall be responsible proper remedial measures with regard to improper application or any chemical spillage relating to the performance of work under this contract.

12.9.8. Herbicide treatment will be provided within the same cycle as pesticide application. Follow manufacturer's recommendation rates and application techniques.

13.0. FERTILIZATION

CONTRACTOR shall notify the CRA Director at least one (1) week prior to all applications of fertilizer, so the appropriate CRA representative may observe the placement of fertilizer.

If there is a need to deviate from any of the application rates published in these Technical Special Provision for the proper health of the plant(s) including all turf, trees, shrub, groundcover, etc., CONTRACTOR shall default to the manufacturer's recommended rates on the product label(s).

The CONTRACTOR shall submit fertilizer specifications and application directions to the appropriate CRA representative for the CRA's Approval before beginning work.

13.1. All trees, except oak trees, are to be fertilized once annually in March with a granular mixture of Lesco (or equivalent) 12-2-14 – 70% time release, 3 lbs. each application broadcast no closer

than 12 inches from base to tree. Oak trees shall be fertilized with one (1) lb. of fertilizer per foot of canopy spread. Canopy spread is the linear distance (diameter) from one end of the canopy through the trunk to the opposite end of the canopy. Fertilizer will be broadcast a minimum of six inches away from the trunk to the drip line. Fertilizer will be watered in with a minimum of one inch of water at least twice in the next ten days. Do not place tree or shrub fertilizer within the dripline of palm trees.

- 13.2. Palms: All palms are to be fertilized 3 times annually (March, June, and October) with a granular mixture of Lesco (or equivalent) 8-2-12 – 90% time release at the following rates.

PALM TYPE	LBS. PER APPLICATION (per tree)
Ribbon Palms	3 lbs.
Medjool & Date Palms	5 lbs.
Bismark Palms	5 lbs.
Pygmy Palms	1 lb per stalk
other Palms	3 lbs.

- 13.2.3 Application of all palms, except Sabal Palms, shall be both bud treatment and soil drenching. Bud treatment to consist of the following mixture:

13.2.3.1. A nutritional spray which includes:Manganese, Magnesium and Ironmixed with water at labeled rates for ornamentals.

13.2.3.2. A systemic fungicide mixed at labeled rates (Cleary's 3336 or approved equivalent) plus a non-ionic wetting agent at labeled rate.

13.2.3.3. Items 13.2.3.1 and 13.2.3.2 above applied at a rate of at least five gallons (5 gal.) of water to the buds and roots of each palm.

13.2.3.4. All insecticide shall be approved by the CRA representative.

13.2.4. For Medjool Palms only, soil drench to consist of sixty ounces (60 oz.) of Peter's 20-20-20 Master Blend, or approved equal, mixed with five gallons (5 gal.) of water and applied to the root ball area.

13.3. All shrubs and groundcover are to be fertilized 3 times per year (March, June, October) with a slow release granular mixture Lesco (or equivalent) 12-2-14 which includes micro and macro minor elements, at a rate of 7 lbs. per 1,000 square feet of shrub bed.

13.4. Turf Fertilization

13.4.1. All turf shall be fertilized two times per year (February and November) with Lesco (or equivalent) 22-2-11 weed and feed fertilizer.

13.4.2. All turf shall be fertilized two times per year (May and August) with Lesco (or equivalent) 15-0-15 containing 3% iron at a rate of 7 lbs. per 1,000 square feet. Active ingredients shall also contain Bifenthrin for insect control.

14.0. MULCH

14.1. One application of 100% organic shredded Eucalyptus or hardwood mulch shall be applied one (1) time per year in November to provide a layer of two (2") inches, then supplemented monthly to maintain a layer of approximately three (3") inches. Mulch shall contain no wood products with cromated copper arsenate (CCA) or reprocessed pallets. All mulch must be approved by the Mulch and Soil Council. Only bags of mulch shall be used, and shall be applied by hand, not blown. Beds will be clean of weeds when new mulch is applied. No Cypress mulch and no blended mulch containing Cypress may be used on any plant beds or medians on State owned roads. A granular pre-emergent herbicide, approved by the CRA Representative, shall be applied at manufacturer's recommended rate to planting beds no more than seven (7) days prior to the placement of new mulch. Pre-emergents shall be applied by itself, not as part of a fertilizer or other chemical mix. Apply post-emergents monthly.

14.2. CONTRACTOR shall supply the CRA with one (1) sample bag of mulch that they intend to use on the CRA's landscaping prior to the it's installation, so the CRA Representative can confirm that it meets the specifications described in Section 14.1 of these Technical Special Provisions.

- 14.3 Existing are contains either red or brown mulch. CRA Representative shall stipulate color at type prior to application.

15.0. TURF MAINTENANCE

- 15.1. Mowing - Turf shall be mowed so as to maintain a uniform height (3 - 4 inches), texture and appearance. Blades must be kept sharp at all times.

15.2. Turf Maintenance Schedule

15.2.1. Weekly – May through October

- 15.2.1.1 Mowing shall begin on the first Monday in May, and shall be completed each and every week through October.

15.2.2. Biweekly - November through April

- 15.2.2.1 Mowing shall begin on the first Monday in November and shall be completed every other week through April.

15.3. Edging and Trimming

- 15.3.1 All existing or prescribed edges, including walks, roadways, drive curbs and plant beds are to be edged at the time of each cut. Professional edging equipment shall be used to maintain sharp edge line. No string trimmers shall be allowed for edging.

- 15.3.2. Mechanical edging and trimming is allowed and preferred over chemical applications, when practical, except as noted in 15.3.3., below.

- 15.3.3. Line cutters shall not be used around base of trees.

- 15.3.4. CONTRACTOR shall remove grass between cracks in roads, sidewalks, and parking areas within the boundaries of all Map Areas.

16.0. MAINTENANCE REPORTS

- 16.1. The CONTRACTOR shall provide a checklist filled out and returned to the Appropriate CRA Representative within forty-eight (48) hours after each day's maintenance operation. All maintenance operations and the dates they were performed shall be noted, and any repairs or damages shall be described. No payment will be made unless all reports are provided.

17.0. MISCELLANEOUS GENERAL REQUIREMENTS

- 17.1. No maintenance shall be performed on weekends or during holidays without prior notification to, and written approval from the CRA Director or designated CRA Representative.
- 17.2. CONTRACTOR is advised that other Contractors may be present on site, and shall coordinate work projects with the CRA so as to avoid conflicts with other Contractors.
- 17.3. CONTRACTOR is advised that the CRA shall have full control of access, inspections and payment approval for work performed by the CONTRACTOR described in this contract. The CONTRACTOR'S work on these map areas shall be closely monitored by the appropriate CRA Representative. Meetings to discuss progress and deficiencies for these map areas will be held on an as needed basis.
- 17.4. CONTRACTOR shall respond to requests by CRA within 48 hours to correct any work performed that is not in strict accordance with the Contract Technical Specifications.
- 17.5. Special attention will be given to specified areas prior to national holidays to ensure that the CRA is at its best during these times. CONTRACTOR shall check areas two days prior to holiday and verify that maintenance has been properly performed.
- 17.6. The CONTRACTOR shall confine his maintenance operations within the Contract limits shown on the Specification Exhibits and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the CRA, shall be used only with the CRA's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the CRA's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.
- 17.7. CONTRACTOR shall not block sidewalks or driveways, and shall take every precaution to ensure public safety.
- 17.8. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
 - 17.8.1. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR

shall immediately alert the local Fire Marshal and the Owner of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

18.0. CLEAN-UP

CONTRACTOR shall remove all debris from landscaped and non-landscaped medians, CRA Vacant lots, parking lots and sidewalks at City Hall, Shopping Centers and any other surfaces that are within the Map Area boundaries. All hard-surfaced areas shall be cleaned, swept, picked, vacuumed or blown clean of grass clippings and debris after each mowing/trimming/mulching operation. Clippings or other debris shall not be blown onto and left in/on the roadway, roadside gutters, storm drains, sidewalks, parking areas, onto parked or moving vehicles and other structures or equipment. All accumulated clippings, grass cuttings, and other debris shall be removed from the site immediately after the maintenance operation, and shall be disposed of properly. Grass clippings and plant materials shall be hauled in a closed vehicle or covered with a tarp when transported.

19.0. SPECIAL LANDSCAPE AND IRRIGATION SPECIFICATIONS AND REQUIREMENTS FOR THE INDIVIDUAL LANDSCAPE AND IRRIGATION MAINTENANCE AREAS IS DEFINED BELOW:

19.1. BID ITEM 1. - MAP AREA 1 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.1.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.2. BID ITEM 2. - MAP AREA 2 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.2.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.3. BID ITEM 3. - MAP AREA 3 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.3.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.4. BID ITEM 4. - MAP AREA 4 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.4.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.5. BID ITEM 5. - MAP AREA 5 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.5.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.6. BID ITEM 6. - MAP AREA 6 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.6.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.7. BID ITEM 7. - MAP AREA 7 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.7.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.8. BID ITEM 12. - MAP AREA 13 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.8.1. There is no irrigation at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

19.9. BID ITEM 14. - MAP AREA 14 (SEE THE SITE LOCATION MAP AT THE END OF THIS SECTION)

19.9.1. There is no irrigation for the lawn at this location. This site should be mowed every 10 days for the months of May – October and every 21 days for the months of November – April.

CITY OF MARGATE
AND
MARGATE CRA
RELEASE/WAIVER/BINDING CONTRACT

READ CAREFULLY BEFORE SIGNING

Re: MCRA 2014-01 PROPERTY MANAGEMENT SERVICES

Name: _____

Date: _____

I, _____, in consideration of being provided transportation by the City of Margate and Margate CRA to the site(s) related to the above referenced project, hereby relieve and release and forever discharge the City of Margate and the Margate CRA, their officers, employees, and agents, representatives, successors, and assigns of all liabilities, claims, actions, damages, costs or expenses which I may have against them arising out of any and all occurrences or events during my tour of sites related to this project and all events and occurrences surrounding same.

I understand that the transportation and visit to a City of Margate and/or Margate CRA proposed work site could be a dangerous activity and does involve the transportation upon a dangerous instrumentality and I fully understand that I may be risking bodily injury, or even death, because of the following, but not limited to the following:

1. The negligence, action or inaction, or willful misconduct of any employee of the City of Margate or the Margate CRA in the operation of the site visit ground transportation vehicle.
2. The negligence, action or inaction, or willful misconduct of a third party in the interaction of that third party with the ground transportation vehicle by the third party's vehicle or the third party's action, inaction, or willful misconduct.
3. Adverse conditions at the proposed work site(s).

I understand that the above is an inherently dangerous activity and agree to the terms as set out above.

Witnessed by: _____

Date: _____

Signature of Participant

Company's Name
Address:

Telephone # _____

Participant's: D.O.B. _____ D.L. # _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER ADDRESS:	
	CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY						EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 500,000
							GENERAL AGGREGATE \$ 500,000
							PRODUCTS - COMP/OP AGG \$ 500,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					
<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
							\$
							\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

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

The Margate Community Redevelopment Agency and The City of Margate additional insured for General Liability only

CERTIFICATE HOLDER**CANCELLATION**

The Margate Community Redevelopment Agency and The City of Margate 5790 Margate Blvd Margate, FL 33063	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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ACORD 25 (2009/09)

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EXHIBIT "D"



ADDENDUM NO. 1

MCRA RFP NO. 2014-01 PROPERTY MANAGEMENT SERVICES FOR THE MARGATE COMMUNITY REDEVELOPEMENT AGENCY (MCRA)

TO ALL PROPOSERS:

DATE: 3/19/14

Please make the following changes to the above referenced RFP specifications:

1. **REMOVE** page 5 and **REPLACE** with page 5a
Reason: Revised item "J" to provide additional details for porter and sweeping services
2. **REMOVE** pages 7 and 8 and **REPLACE** with pages 7a and 8a
Reason: Revised Proposal Fee Schedule to provide for separate hourly rates for General Maintenance, Janitorial Services, and Handyman Services
3. **PLEASE NOTE THE FOLLOWING QUESTIONS OR STATEMENTS AND THE RELATED CLARIFICATION:**

Question: Will the successful bidder for Property Management Services be responsible for MLS listings?

Response: Yes

Question: What is the CRA's procurement policy for repairs and replacements?

Response: The exact parameters for pass-thru items and services will be determined in contract negotiations with some contingency possibly being included in the contract amount for such items. Currently, the CRA allows for items or services less than \$1,000 to be purchased by the Property Manager, unless there is an emergency. For items over \$1,000 CRA Assistant Director approval is needed and for items over \$5,000 the CRA's Procurement & Purchasing Policy shall be followed.

Question: How often does the Redevelopment Team meet?

Response: CRA staff meets with the Executive Director biweekly, and will schedule regular meetings for internal staff once Property Manager is selected

Question: Are the CRA Plan and the City Center Conceptual Vision Plan available?

Response: Yes. Please visit the CRA's website www.margatecra.org.

Question: Are commission fees still going to be paid to outside agents?

Response: Yes, however new leases and renewals for the CRA Property Manager will be a fixed fee.

Question: If rates for general maintenance, handyman work and janitorial services are different, do you want each rate?

Response: Yes. Please fill in the revised Proposed Fee Schedule provided as part of this addendum (Pg. 7a-8a) , Section H. Detailed Submittal Requirements, Part VI.

Question: Does the CRA need to see subcontractor's proposals?

Response: Subcontractor information and liability certifications shall be provided, however the CRA does not need to see the subcontractor's proposal as part of the bid submittal

Question: Are the Property Manager's rates to be set for renewal terms?

Response: No. It is anticipated that the contract amount will be renegotiated before an option to renew is exercised to account for property changes or scope revisions.

Question: For upcoming projects like Coconut Creek Parkway median improvements, is the CRA looking for the Property Manager to oversee the construction or just the landscape maintenance after completion?

Response: The Property Manager would only be responsible for overseeing the landscape maintenance by CRA vendor after completion of improvements.

Question: How often should the porter and sweeping services be provided?

Response: Pg. 5, Section E. Scope of Services, Part 1 Commercial Property Management, item "j." shall be revised to say, "Provide porter and sweeping services at a minimum of twice per week with one of those days of service to be on a Monday". (See Pg. 5a which is provided as part of this addendum) Porter services for the bus shelters are made by the Routine Maintenance Services contractor.

Question: What kind of tenants does the CRA want?

Response: The CRA desires tenants that can serve the surrounding neighborhood and grow to the new mixed-use buildings in City Center, however the CRA Plan does outline uses that are not desirable for the redevelopment area including secondhand stores, convenience stores, auto-oriented businesses, and drive-thrus. The Property Manager should be cognizant of CRA's goals and objectives when interacting with potential tenants.

Question: Is there a standard lease for tenants?

Response: Yes.

4. **INSERT** the following attached documents into your RFP specification package:

Attachment 1- Map of CRA Maintained bus shelters and landscape maintenance properties (1 page)

Attachment 2- List of current tenants and square footage (1 page)

Attachment 3- CRA Procurement & Purchasing Policy (4 pages)

Attachment 4- Scope for Bus Shelter Routine Maintenance Services (3 pages)

NOTE the RFP submittal date remains the same. RFP submittals will be received until **5:00 PM, WEDNESDAY, MARCH 26, 2014**.

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your bid submittal.

There are no other changes at this time.

Spencer L. Shambray, CPPB
Buyer I



ADDENDUM NO. 1 ACKNOWLEDGEMENT FORM

MCRA RFP NO. 2014-01 PROPERTY MANAGEMENT SERVICES FOR THE MARGATE COMMUNITY REDEVELOPEMENT AGENCY (MCRA)

I acknowledge receipt of Addendum No. 1 for MCRA RFP No. 2014-01. This addendum contains seventeen (17) pages.

Company Name:_____

Address:_____

Name of Signer_____

(please print)

Signature:_____ Date:_____

Telephone:_____ Facsimile:_____

Please fax your completed form to (954) 935-5258 or e-mail to
purchase@margatefl.com.

Spencer L. Shambray, CPPB
Buyer I

NOTE: The original of this form must be included with your bid submittal and acknowledged on Page 16, Item 4, RFP Proposal Form.

This scope will include oversight of all asset management, property maintenance contractors and short term leasing and management of commercial properties, services are to include but not be limited to:

1. Commercial Property Management

- a) Providing onsite management and operating services for the portfolio, including providing the required staff.
- b) Collecting and accounting for rents and all receivables due to MCRA rent payments.
- c) Procurement, contract administration and management of all operating and maintenance services, as required;
- d) Responsibility for providing quotes and accounts payable billing to MCRA for maintenance and repair services;
- e) Upon request by MCRA, Property Manager will initiate and/or manage eviction proceedings on its behalf;
- f) Develop accurate and concise operating budgets including costs for general maintenance, repair, and compensation. Operating budget(s) shall include suggested capital improvements or annual maintenance schedules, and recommendations to improve operations and reduce costs of the properties;
- g) Maintain and monitor a 24 hour emergency hotline;
- h) Be available to visit units for the purpose of addressing emergencies and other issues as requested by MCRA 7 days week. (MCRA will provide office space for onsite management.)
- i) Provide janitorial services and general handyman services for minor repairs and unit cleanout;
- j) Provide porter and sweeping services at a minimum of twice per week with one of those days of service to be on a Monday;
- k) Serve as the liaison between the tenant and MCRA for complaints regarding property repairs; document all complaints in writing and provide to MCRA within 48 hours. Property Manager will contact MCRA immediately regarding any complaints considered by Property Manager as emergencies;
- l) Coordinate with tenant, maintenance and repair provider(s) to schedule and complete all repairs as deemed necessary by MCRA;
- m) Perform a tenant close-out inspection upon a lessee's move out. Complete a report detailing the unit's condition, document any estimated damages and provide owner a copy of the report within 3 days of the tenant's departure from the unit;
- n) Serve as a part of the MCRA team with an overall understanding of the future redevelopment of properties and active pursuance of businesses to retain for a future City Center; and
- o) Provide any other ancillary duties as requested by the MCRA.

II. Leasing and Renewals

- a) List unoccupied units on MLS and assist in marketing and leasing; maintain a record of all interests generated and potential applicant contact information;
- b) Create a policy/program recommendation for tenant improvement incentives and a documentation system in conjunction with MCRA staff and future goals for redevelopment;

- a) Name, address, and contact person
- b) Number of years in business
- c) Areas of expertise and contracted services
- d) Why the firm(s) should be considered for these services.
- e) Familiarity with government and non-profit operations

III. Personnel Profiles (please provide a brief description and include resumes)

- a) Identify the primary Property Manager designated to this project and his/her qualifications
- b) Identify ancillary management staff such as crew leaders and their qualifications for the specific items identified in the Scope of Work
- c) Identify subcontractors (if any) and their qualifications as well as past working relationships

IV. Experience and References

- a) Provide (3) examples of similar services provided including contact information, list of services and contract amounts.
- b) Provide contact information for (3) professional references knowledgeable about experience related to this RFP.

V. Proposal for Services

- a) Provide an outline of the service delivery method proposed.
- b) Provide an organizational chart including minor repair (handyman) services, porter, sweeping services, and maintenance contract management including a proposed schedule.
- c) Provide information related to ability to provide budgeting and accounting per this contract and specific software used to monitor income and expense relative to properties and tenants.
- d) Provide examples of cash flow statements, income and expense reports, etc.

VI. Proposed Fee Schedule – Please provide an itemized fee schedule based on the following tasks, per the Scope of Work for this RFP:

- a) Provide an annual lump sum fee for general Commercial Property Management, please include any items that would be excluded from the fee as presented;
- b) Provide hourly rates for general maintenance, janitorial and handyman work;
- c) The MCRA prefers to compensate leasing and renewals based on a fee per lease, please provide a proposed fee for new leasing and renewals;
- d) Provide an annual lump sum fee for Maintenance Contract Management.

Scope Description	Measurement	Cost
a) Commercial Property Management	Lump Sum Cost per Year	\$_____/YR
b) General Maintenance	Hourly Rate	\$_____/HR

Janitorial Services	Hourly Rate	\$_____/HR
Handyman Work	Hourly Rate	\$_____/HR
c) Leasing Fees- New Leases	Fee per New Lease	\$_____/New Lease
Leasing Fees- Renewals	Fee per Renewal Lease	\$_____/Renewal Lease
d) Maintenance Contract Management	Lump Sum Cost per Year	\$_____/YR

(Please refer to section A5 for additional submittal items)

I. **EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Firm's experience and references, including government or non-profit experience	0 – 15
Designated Project Manager experience and references	0 – 25
Proposed service delivery method and communication plan with MCRA staff	0 – 25
Budgeting and accounting methodology	0 – 15
Fee schedule and proposal pricing	
a) Commercial Property Management	0 – 5
b) General Maintenance	0 – 5
c) Leasing	0 – 5
d) Maintenance Contract Management	0 – 5

Total Points Possible 100

The MCRA reserves the right to request additional information and/or request interviews from proposers in order to make any recommendations related to this solicitation. The MCRA reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work and items I to III. The MCRA also

reserves the right to split contracted services if it is in the best interest of the MCRA. The MCRA reserves the right to award this proposal to the proposer, which in its sole discretion believes best serves its interest.

J. SCHEDULE OF EVENTS

The schedule of events relative to the procurement shall be as follow:

<u>EVENT</u>	<u>DATE (ON OR BY)</u>
1. Issuance of Requests for Proposals	March 4, 2014
2. Pre-Proposal Conference/Bus Tour	March 12, 2014
3. Submission of Proposals	March 26, 2014
4. Proposal Evaluations	April 1, 2014
5. Contract Negotiations	April 3, 2014
6. Award of Contract	April 9, 2014

The MCRA reserves the right to delay scheduled dates.

K. PAYMENT

Payment shall be made only after receipt of an approved invoice and shall be made according to the cost proposed by the Contractor in their submitted price proposal. No partial payments shall be made for work in progress that has not yet been accepted by the MCRA. Invoices shall be submitted to the Contract Administrator, or his designee for goods and services delivered. Invoices shall not reflect sales tax as the MCRA is exempt from sales tax. The MCRA reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements.

L. INSURANCE

Please have you insurance representative carefully review any insurance coverage and conditions prior to submitting your proposal to ensure compliance with the insurance requirements of the Request for Proposal.

Insurance documentation shall be provided by the Proposer selected for award. Insurance limits and coverage shall be obtained and maintained for the duration of the contract as shown in Attachment A. The awarded proposer shall maintain worker's compensation insurance coverage in the class code specifically designated for the type of services performed. Failure to maintain worker's compensation insurance coverage in the class code of the work performed shall be cause for contract termination.

Refer to Attachment D.



City of Margate

- ▲ CRA MAINTAINED BUS SHELTERS
- CRA MAINTAINED LANDSCAPE
- CITY BOUNDARY

Advanced Asset Management, Inc.
5909 Margate Boulevard
Margate, Florida 33063
(954) 817-1041
(954) 337-2436, facsimile

Rental Summary
Lease Rates per Square Footage

Ace Hardware Tenant	DBA	Rent Amount	Square Footage	Lease rate per SQ FT
Partnership II	Café Vincenzo's	2,385.00	3750	7.63
AVAILABLE		-	1600	-
Tri-County Discount Liquor and Beverage	Beer and Liquor	4,164.92	6200	8.06
McLean and Ballard Hardware	Ace Hardware	1,272.00	3200	4.77
Steve Strouse	Barbershop	750.00	500	18.00
MCRA	Office		500	
McLean and Ballard Hardware	ACE	6,349.63	7931	9.61
Ballet Elite, Inc.	Dance Studio	3,985.60	4800	9.96
AVAILABLE			550	-
Vera Brown Events	Party Planner	551.20	500	13.23
AVAILABLE		-	650	-
Sharkey Liquors, Inc.	Lounge	2,014.00	1950	12.39
AVAILABLE			3000	-
Jet Link, Inc.	Office	1,272.00	1100	13.88
Eagle Electric of South Florida	Electrician	742.00	650	13.70
AVAILABLE		-	650	-
Nelcie Joseph	Salon	795.00	650	14.68
Chamber of Commerce	Chamber Office	-	900	-
Chevy Chase Tenant				
Shih-Min Wong	Bei Jing	2,650.00	3750	8.48
AVAILABLE			2000	
Tax Office	Office	1,177.78	1165	12.13
AVAILABLE		-	2800	-
Beauty/Shoes	Beauty Land	10,894.81	18975	6.89
Thrift Addiction	Thrift Addiction	8,480.00	10500	9.69
The Eatery	The Eatery	887.75	1130	9.43
Virgil's Ventures, LLC	O'Meara's	2,295.05	1800	15.30
AVAILABLE		-	950	-
Barbershop USA	Barbershop	1,663.98	1000	19.97
NIS, Inc.	Insurance	2,470.92	1800	16.47
C & G Catering	Restaurant	1,007.00	900	13.43



Procurement & Purchasing Policy

GENERAL

The purpose of the Procurement and Purchasing Manual is to provide a method for assuring that projects, supplies, materials, and equipment are procured at the most favorable prices to the Margate CRA, and are in full compliance with the applicable state and local laws.

The scope of these policies and procedures applies to the purchase of all inventory items, supplies, and capital equipment for the CRA. It applies to all vendors, materials, and services that directly affect the quality and delivery of CRA's services.

The responsibilities of compliance apply to all CRA personnel that require products or services.

PROCUREMENT AUTHORITY AND ADMINISTRATION

All Margate CRA personnel are expected to demonstrate responsibility for the expenditure of Margate CRA funds and renders good judgment when using resources to make organizational purchases. This policy and any changes thereto shall be submitted to the CRA Board for approval. Nothing contained in these policies and procedures shall supersede applicable state statutes related to the procurement of goods and services.

The Executive Director is responsible for approving procurement procedures, ensuring compliance with this "Procurement and Purchasing Policy" manual and taking action to prevent fraud and/or abuse. The procurement process shall be under the supervision of the CRA Executive Director and/or his/her designee.

The authorization and approval of purchases are as follows:

PROJECTS, SUPPLIES, MATERIALS AND EQUIPMENT

Contract Price	Approval By Staff	Approval by Executive Director/Designee	Approval By CRA Board	Procedure
\$0-\$5,000	X	X		No further action
\$5,000-\$25,000	X	X		3 informal quotes
\$25,001- \$50,000		X	X	3 formal written quotes
\$50,001 and Over		X	X	Formal Bid

Formal bids will be governed by the City of Margate Purchasing Division, Rules & Regulations where applicable.

EXCEPTIONS TO PROCUREMENT POLICY

These procurement policies and procedures DO NOT apply to the follow disbursement transactions.

1. Subscriptions, publications, and memberships
2. Advertising and promotions
3. Insurance coverage
4. Temporary or casual labor or personnel
5. Legal expenses
6. Licenses, permits, and registrations
7. Utility expenses
8. Postage
9. Community and recreation events
10. Travel reimbursements
11. Continuing education and training
12. Contribution, donations, bequests, and refunds
13. Payroll expenses
14. Refunds (i.e. water, taxes, overpayments, etc.)

The following situations are exempt from the competitive bid and competitive proposal requirements of this section:

1. Emergency purchases. During unusual conditions or emergencies, the CRA Board may by resolution authorize the purchase of designated supplies and equipment in excess of the limitations herein prescribed; when in the discretion of the CRA Board the purchase contemplated is deemed to be in the best interest of the CRA. If in the opinion of the CRA Executive Director, an emergency situation exists which poses a threat to life, health, and safety or for the protection of the assets of the CRA, the Executive Director or in his/her absence, the Assistant Director, subject to later ratification by the CRA Board, may incur costs and expenses associated with remedying the aforesaid conditions in an amount not to exceed \$50,000.00 and further subject to future annual increases as occasioned by the most closely aligned Consumer Price Index applicable to South Florida.

2. Supplies, equipment, materials, and professional services. Contracts for supplies, equipment, materials, and projects involving peculiar skill, ability, experience or expertise, and under Twenty-Five Thousand Dollars (\$25,000) are not subject to competitive bidding or competitive proposals; however, applicable state laws, such as the Consultants' Competitive Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.

3. Work performed by CRA or City of Margate employees. These provisions shall not apply to work performed by regular employees of the CRA or the City of Margate.

4. Disaster preparedness. Contracts for and purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of an emergency, a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.

NONAPPLICABILITY TO COOPERATIVE BIDDING WITH OTHER GOVERNMENT AGENCIES

The above policy shall not be applicable for any supplies, materials, equipment, projects, or improvements which are purchased under a cooperative bidding procedure or in conjunction with any other governmental agency where said supplies, materials, equipment, and projects or improvements are purchased pursuant to the official procedure of said other government agency.

SOLE-SOURCE PROCUREMENTS AND PURCHASES

Sole-source purchases are defined as being "non-competitive" in price or availability. Examples include direct purchases from a manufacturer's sole sale agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the server. Sole-source purchases must be approved by the Executive Director. If a sole source method of procurement is selected, the Executive Director shall submit a memorandum to the CRA Board justifying the use of the sole source purchase.

Board Members

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Executive Director

Rachel Bach
Assistant Director

Adriane Esteban
Project Manager

Rita Rodi
CRA Coordinator

Routine Maintenance Services for Margate CRA Maintained Bus Shelters

1. Due Date: Please provide all written quotes by Tuesday, **February 4, 2014**. Please send via email to craprojects@margatefl.com or fax (954)935-5211.

2. Scope: Provide routine maintenance services for all CRA maintained bus shelters for a period of one year so all bus shelters are kept clean and free from trash, debris, and graffiti and are kept in good repair. Routine services include but are not limited to:

- Trash Removal & Litter Removal (Three times per week)- Pick up all trash, litter and debris surrounding bus shelters, empty and reline each trash receptacle, trash shall be disposed of off-site at contractor's expense, cost of trash bags shall be included.
- Waste Container Cleaning (Once per month)
- Pressure Cleaning (Once every three months)
- Touch-up Paint per specifications provided by the CRA (Once every three months)
- Additional Services on an as needed basis: Graffiti removal per the Anti-Graffiti Coating specifications provided by the CRA, concrete repair, tile or stone repair, vagrant cleanup, light bulb replacement, emergency response. Please provide cost on a per incident basis.

3. Bus Shelter Locations:

- NE Corner of State Road 7 & Colonial Blvd.
- SW Corner of State Road 7 & Colonial Blvd.
- NE Corner of State Road 7 & Winfield Blvd.
- SE Corner of State Road 7 & Copans Road
- NE Corner of State Road 7 & Copans Road
- SW Corner of State Road 7 & Copans Road
- Northside of Royal Palm Blvd. West of State Road 7
- Westside of State Road 7 & Coconut Creek Parkway
- Eastside of State Road 7 & Coconut Creek Parkway
- Southside of Coconut Creek Parkway West of Banks Road
- Northside of Atlantic Blvd. & Lakewood Circle
- Northside of Atlantic Blvd. East of Lakeside Drive
- Southwest Corner of State Road 7 & Southgate Blvd.
- Northeast Corner of State Road 7 & Southgate Blvd.
- Southside of Sample Road west of Banks Road

15 total, see map attached as Exhibit 1.

4. Pricing: Pricing shall include all charges for labor, materials, transportation, equipment, insurance, and permit fees (if needed).

5. Permits: Contractor shall be responsible for obtaining the necessary permits and inspections. After notice of contract award, contractor must vigorously pursue obtaining of required permits if needed. In addition, Contractor must pay any fees or surcharges required by Broward County or other regulating agencies.

6. Special Provisions:

- All work at the site shall be performed during the hours of 8:00 a.m. and 5:00 p.m., and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CRA's written consent
- All respondents, prior to submitting their quote, shall review the bus shelter locations. By submitting a quote, respondents are acknowledging that they have inspected the sites and have a complete plan for the work
- Contractor shall notify the CRA of any issues or damage to the bus shelters
- Contractor shall provide all employees with color coordinated uniforms, with the Contractor's business name and/or logo clearly indicated, that shall meet the City's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times.
- Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 4" letters
- Contractor shall comply at all times with each and every term, condition, duty, and obligation set forth in the "Agreement between Broward County and City of Margate for Maintenance of Bus Shelters" (see Exhibit 5).

8. Insurance Requirements: The Contractor will assume the full duty, obligation and expense of obtaining all insurance required. The City of Margate and the Margate Community Redevelopment Agency (CRA) shall be **additional insured** as indicated on sample insurance certificates, see Exhibit 2. The Contractor shall be liable for any damages or loss to the City or CRA occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful Contractor shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City and CRA in an amount equal to 100% of the requirements provided herein and shall be presented to City and CRA prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein. CITY and CRA shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. CITY and CRA specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the

procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

Additionally, Contractor shall adhere to Broward County's Insurance Requirements, see Exhibit 3.

9. Contract: The successful Contractor will need to sign an agreement with the Margate CRA, see Exhibit 4 for sample contract.

10. Questions: If you have any questions, please contact Adriane Esteban, phone (954)935-5324 or e-mail: craprojects@margatefl.com.