



**MARGATE COMMUNITY REDEVELOPMENT AGENCY
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063**

**MCRA REQUEST FOR PROPOSAL (RFP) 2018-05
LANDSCAPE AND IRRIGATION SERVICES**

PRE-PROPOSAL DATE: Monday, October 22, 2018

PRE-PROPOSAL TIME: 10:00 A.M.

PROPOSAL SUBMISSION DATE: Monday, October 29, 2018

PROPOSAL SUBMISSION TIME: 3:00 P.M.

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

OCTOBER 2018



MCRA REQUEST FOR PROPOSAL 2018-05 LANDSCAPE AND IRRIGATION SERVICES

I. BACKGROUND AND INTRODUCTION

The Margate Community Redevelopment Agency (MCRA) is interested in obtaining proposals from qualified Contractors, for providing landscape maintenance and irrigation services for MCRA owned properties, medians and rights-of-way along State Road 7, Atlantic Boulevard, Margate Boulevard, Coconut Creek Parkway, Copans Road, and Melaleuca Drive as described in Exhibit A attached hereto.

II. SCOPE OF SERVICES

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner. Services required shall include but not be limited to mowing, trimming and edging, weed control, fertilization, debris and litter control, mulching, pest control, supply and/or installation of plant materials and grasses and other related landscape and irrigation services. The work shall be performed by a licensed landscape contractor and crew with at least five (5) years of verifiable full-time experience with landscape maintenance work of similar scope and cost, preferably with experience in a government setting.

III. PRE-PROPOSAL CONFERENCE AND SITE VISIT

The MCRA will conduct a pre-proposal conference for all prospective proposers on Monday, October 22, 2018 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 inquires during this time period.

All questions related to the RFP document and/or the procurement process shall be directed to Mr. Spencer Shambray, CPPB, Purchasing Manager at (954) 935-5341.

IV. THE SUBMITTAL PACKAGE

Required Forms: Offeror's Qualification Statement and Offeror's Certification, Non-Collusive Affidavit, RFP Proposal Form, and Price Schedule Proposal Submittal shall be signed and submitted with the RFP response.

V. SUBMISSION REQUIREMENTS

A. The City of Margate Purchasing Division will accept sealed Proposals until 3:00 PM, Monday, October 29, 2018. RFP packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

B. Interested firms shall submit one (1) original and five (5) copies of the proposal as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The proposal packages shall be sealed and clearly marked on the outside "MCRA RFP 2018-05 – Landscape and Irrigation Services" and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFP. Compliance with all requirements shall be solely the responsibility of the Respondent.

C. By submitting a proposal, the proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

D. NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior to the date and time specified.

E. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the MCRA and will not be returned to the proposers.

F. The Offeror's Certification form shall be signed by an authorized company representative.

G. In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

H. During the evaluation process, the Selection and Evaluation Committee (SEC), (as hereinafter defined) may, at its discretion, request firms to make oral presentations in person, by phone or via online video conference.

Such presentations will provide firms with an opportunity to answer any questions regarding the firm's qualifications. Not all firms may be asked to make such oral presentations.

VI. ADDENDA, ADDITIONAL INFORMATION

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to Spencer Shambray, Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5328. Email: purchase@margatefl.com.

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request for Proposal and the resultant contract.

If you have received this RFP packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of proposals) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to purchase@margatefl.com. Include in the subject line "MCRA RFP 2018-05 Landscape and Irrigation Services".

No negotiations, decisions or actions shall be initiated by the proposer as a result of any discussions with an MCRA employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from proposers, which are signed and submitted in writing, will be recognized by the MCRA as duly authorized expressions on behalf of the proposer. It is the proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

VII. INSURANCE REQUIREMENTS

The awarded proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the MCRA prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this contract shall provide insurance coverage as well.

The MCRA and the City of Margate (CITY) shall be named "additional insured" under the appropriate policies. Contractor agrees to provide CITY and MCRA a Certificate(s) of Insurance including associated endorsements evidencing that all

coverage, limits and endorsements required are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

1a. FOR CITY

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Re: MCRA RFP 2017-01

1b. FOR MCRA

Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063
Re: MCRA RFP 2017-01

VIII. EVALUATION AND SCORING

The selection process consists of evaluation, scoring and selection by the Selection and Evaluation Committee (SEC), established for this purpose. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points, which will be used to rank each firm. The ranking of each firm will be tabulated from each SEC Member and combined with other SEC Members to determine the total score and weighted score for the firm.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm's chance of being selected.

The scoring criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top ranking RFP submittals.

EVALUATION CATEGORIES

POINTS RANGE

- | | |
|---|--------|
| 1. Firm's expertise and experience relative to the scope of services to be performed
(Does the firm demonstrate that it has the capabilities and can successfully perform the standard and quantity of work required?) | 0 – 30 |
| 2. Adequacy of firm's personnel and on-hand equipment relative to the scope of services to be performed | 0 – 25 |

(Does the firm have sufficient trained personnel and the quantities of equipment needed to maintain quality operations?)

- | | |
|--|--------|
| 3. Firm's price proposal | 0 – 20 |
| (Price will be evaluated on a weighted scale with the lowest submission being awarded the highest point total) | |
| 4. Completeness and submitted proposal | 0 – 15 |
| (Does the submitted proposal contain the information required by the RFP document to be submitted?) | |
| 5. References | 0 – 15 |
| (Response from parties listed as references. Points may be deducted for incomplete or incorrect contact information being provided for references listed.) | |

TOTAL POINTS POSSIBLE

100

As the best interest of the MCRA may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The MCRA reserves the right to request additional information and/or request oral presentations 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 provided.

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(s), which in its sole discretion believes best serves its interest. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

A. Oral Presentations:

During the evaluation process, the SEC Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the SEC may have on a firm's proposal. Not all firms may be asked to make such oral presentations. Should oral presentations be conducted, firms not requested give an oral presentation will not be on the shortlist of firms that will be final ranked in accordance with the evaluation criteria.

IV. FINAL SELECTION AND AWARD OF CONTRACT:

The MCRA reserves the right to shortlist firms that will be considered for final ranking, and to award the contract to the responsible offeror whose proposal and resulting contract is determined to be the most advantageous in the sole discretion of the MCRA, taking into consideration the evaluation factors and criteria set forth in this request for proposals, and who agree to provide the

required services at compensation which the MCRA determines is fair, reasonable and competitive. The MCRA's decision will be final.

The successful proposer shall be required to execute a contract with the MCRA covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

The Contract shall be in the form approved by the MCRA. The final Contract will be subject to the approval of the Board of the Margate Community Redevelopment Agency.

X. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm's expense, unless the firm is notified in writing by the MCRA of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- City of Margate
- Margate Community Redevelopment Agency
- U.S. General Accounting Office (GAO),
- Parties designated by federal or state governments or by the CITY or MCRA as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

XI. RFP SCHEDULE REQUIREMENTS

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

Event	Date (on or by)
1. Issuance of RFP	October 11, 2018
2. Pre-proposal Conference	October 22, 2018
3. Receipt of RFP (submission deadline)	October 29, 2018 (3:00 P.M.)
4. Proposal Evaluations	October 30-31, 2018
5. Contract Award by Board	November 6, 2018

The MCRA reserves the right to change and/or delay scheduled dates.

XII. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

Samples of the following documents, (except certificate of insurance) are attached and shall be executed as a condition to this offer:

- (a) Proposal and Offeror's Certification
- (b) Qualifications Statement
- (c) Proof of Insurance (Refer to Section VI, Submission Content)
- (d) Non-Collusive Affidavit Form
- (e) Price Schedule Proposal

XIII. GENERAL CONDITIONS:

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to the requirements of Section 287.133 (2)(a), Florida Statutes, "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: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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. (Refer to Non-Collusive Affidavit page 21 to 22.)

L. ASSIGNMENT: Successful Contractor 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 Contractor, the MCRA may without cause and without prejudice to any other right or remedy, terminate the agreement for the MCRA's convenience whenever the MCRA 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 Contractor 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 subcontractors 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. VENUE AND GOVERNING LAW: 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 only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

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 offerer 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. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT 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 MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the MCRA, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, 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 Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the MCRA may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

W. WORKING HOURS AND INSPECTIONS: The MCRA and City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. 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: (ONLY AS PROJECT APPLICABLE)

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

- ii. Engineer's cost estimate or copy of contract.
- iii. Building Permit – three (3) sets (non R/W projects only).
- iv. Shop drawings – Five (5) sets.
- v. Record Drawings (as built) – two (2) sets of hard copies (one full and one half size.)
- vi. Record Drawings (as built) – one (1) pdf copy.
- vii. Record Drawings (as built) – one (1) AutoCAD (2010 ver.)
- viii. Record Drawings/as built survey – one (1) AutoCAD (2010 ver.) in state plane coordinates.
- ix. 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 contained herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(1) (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. If the schedule of Bid Prices does not include a permit allowance line item, permit fees 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. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004.

AD. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE 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. WAIVER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

AF. ENTIRE AGREEMENT: This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

AG. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the MCRA to perform the service.
- B. Upon request from the MCRA's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

- D. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 954-972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

RFP PROPOSAL FORM NO. MCRA RFP 2018-05

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:

MCRA RFP 2018-05 LANDSCAPE AND IRRIGATION 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 Proposer'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
trough 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 MCRA RFP 2018-05

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

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

CIRCLE ONE

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 LOI. 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?

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 _____, 20____,
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 – MCRA RFP 2018-05

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 City reserves the right to make final Decisions in the City'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 or 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: _____

MARGATE COMMUNITY REDEVELOPMENT AGENCY

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SPECIFICATIONS

GENERAL: The Margate Community Redevelopment Agency (MCRA) is interested in obtaining proposals from qualified Contractors, for providing landscape maintenance and irrigation services for MCRA owned properties, medians and rights-of-way along State Road 7, Atlantic Boulevard, Margate Boulevard, Coconut Creek Parkway, Copans Road, and Melaleuca Drive as described in Exhibit A attached hereto.

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner. The work shall be performed by a licensed landscape contractor and crew with at least five (5) years of verifiable full-time experience with landscape maintenance work of similar scope and cost, preferably with experience in a government setting.

ARTICLE 1: DEFINITIONS

- 1.0 **ANSI:** American National Standards Institute.
- 1.1 **DEBRIS & LITTER:** Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed by Contractor, at Contractor's expense.
- 1.2 **EDGING:** The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, etc., and/or the maintenance of a defined manicured edge around tree rings, landscape borders, monuments, signs, or other physical elements protruding from the landscape maintenance area.
- 1.3 **FDOT:** Florida Department of Transportation
- 1.4 **IRRIGATION:** All of the plumbing and electrical devices involved in the distribution of irrigation water. The plumbing begins at, but does not include the main supply and ends with the drain valve or sprinkler head. The electrical begins at, and includes, the electrical controller (including box) and ends with the electrical solenoid on a valve or sprinkler head.
- 1.5 **MSDS:** Material Safety Data Sheet
- 1.6 **MULCH:** Shall mean shredded melaleuca or eucalyptus. Mulch shall be gold in color unless otherwise authorized by the MCRA.
- 1.7 **OSHA:** Occupational Safety and Health Administration.
- 1.8 **PEST CONTROL:** The use of integrated pest management techniques to control outdoor pests such as weeds, rodents, insects and plant diseases.
- 1.9 **SAFETY:** Freedom from the occurrence or risk of injury, danger, or loss.

- 1.10 **SCOPE OF WORK:** The work under this Agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.
- 1.11 **SHRUB:** A woody plant of relatively low height, distinguished from a tree by usually having several stems rather than a single trunk.
- 1.12 **TRIMMING:** The cutting of grass and weeds in areas that are inaccessible to mowers due to obstacles.
- 1.13 **WEED:** Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, plantain, knot weed, black medic, and volunteer trees are also considered weeds. Grass in plant, rock and shrub beds, cracks in sidewalks, streets and parking lots is also a weed.

ARTICLE 2: TERM

- 2.1 **PERFORMANCE PROBATION PERIOD:** The Contractor will enter into a six (6) month probationary period beginning on the **date of the contract award**. During this time the Contractor's performance will be closely scrutinized by MCRA staff. If the performance is acceptable, the Contractor will be notified and the Agreement will extend through the expiration date given in this Agreement. The MCRA has the right to terminate the Agreement during the probationary period with or without cause, and this right shall be solely at the discretion of the MCRA.
- 2.2 **CONTRACT TERM:** The term of this Agreement shall be for a four (4) year period commencing on the date it is approved by the MCRA Board. **Service shall commence no later than fourteen (14) days from the date this Agreement is executed by both parties.**
- 2.3 **RENEWAL TERM:** The MCRA reserves the right to renew the terms of this Agreement for two (2) additional years in one (1) year increments pending a mutual agreement between the MCRA and the Contractor and a review of contractor's performance for the previous year. Such review shall be done with a written notice to Contractor by the MCRA.

ARTICLE 3: SCOPE OF SERVICES

- 3.1 **GENERAL STATEMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor hereby agrees to provide landscape maintenance and irrigation services to MCRA owned properties and Broward County or FDOT owned medians and right-of-ways within the community redevelopment area at specific locations as described in Exhibit "A" attached hereto and in accordance with all articles of this Agreement.
- 3.2 **MOWING SPECIFICS:**
- (a) Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- (b) All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at

a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.

(c) All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

(d) All mower blades are to be sharp enough to cut, rather than to tear grass blades.

(e) All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.

(f) Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.

(g) Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Grass clippings, leaves or any other debris shall be removed and not blown towards the road. Failure to follow these requirements may result in termination of the Agreement.

(h) Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.

(i) Grass shall not be mowed lower than two (2) inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of three (3) to four (4) inches.

(j) Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the MCRA or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

3.3 **MOWING FREQUENCIES:**

(a) Grass shall be mowed between 27 cuts to 41 cuts annually as indicated below:

Map Areas	Mowing Frequency
1 through 6	Should be mowed every 10 days for the months of April – October and every 21 days the months of November – March. Not to exceed 27 cuts per year.
13 through 15	
17 through 18	

Map Areas	Mowing Frequency
7 through 12	Should be mowed weekly in April-November and every other week December – March. Not to exceed 41 cuts per year.
16	
19 through 25	

3.4 TRIMMING AND EDGING:

(a) Trimming: Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by fish line cutting (hand or hand powered shears or rotary nylon machines). Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

(b) Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by MCRA designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Chemical edging shall **not** be used unless approved by MCRA. Any use of chemical edging will be considered by MCRA on a case by case basis.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

3.5 TRIMMING AND EDGING FREQUENCIES:

(a) Level 1 (St. Augustine): Edging and trimming to be done every time area is mowed.

(b) Level 2 (Bahia): Edging and trimming is to be done every other time area is mowed.

3.6 WEED CONTROL - LANDSCAPE MAINTENANCE WEED CONTROL:

(a) Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flower beds on the same frequency as edging and trimming as stated in section 3.5 of this Agreement.

(b) Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines and cement noses of concrete medians with every mowing.

(c) Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.

3.7 TURF FERTILIZATION: Fertilization for all turf areas should be completed so as to provide one (1) pound of actual nitrogen per 1,000 square feet. of lawn area, for each application specified:

(a) St. Augustine Turf Fertilization: St. Augustine turf fertilization, utilizing Lesco 16-4-8 or equivalent shall follow the schedule attached herein as Exhibit B.

(b) St. Augustine Weed Control: St. Augustine weed control utilizing Atrazine or equivalent shall follow the schedule attached herein as Exhibit B.

(c) Fire Ant Control: Fire ant control for all categories shall be done in accordance with the schedule attached herein as Exhibit B.

(d) Disease Control: Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed.

- 3.8 SHRUB AND HEDGE CARE**: Shrubs shall be maintained in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by MCRA designee.

Contractor shall prune all shrubs and hedges including, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times.

All pruning will be accomplished in accordance with standard industry practices using the appropriate pruning tools for the task at hand. Machetes and axes shall not be used in pruning operations.

- 3.9 SHRUB AND GROUNDCOVER FERTILIZATION**: Shrub and groundcover fertilization shall be fertilized in accordance with the schedule attached hereto as Exhibit B, utilizing Lesco 8-10-10 mixture with microelements or equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area.

- 3.10 MULCH**: Mulch shall be added to all planting beds two (2) times per year, with supplemental mulching as approved by the MCRA in accordance with the schedule attached hereto as Exhibit B. Mulch shall be applied three (3) inches thick however no mulch shall be placed around the immediate base of shrub stems. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch.

- 3.11 TREE CARE**: All tree work shall be supervised by an International Society of Arboriculture (ISA) or National Arborist Association (NAA) certified arborist. All work shall be performed in accordance with guidelines set forth in the latest editions of ANSI Z133.1 and ANSI A 300 (Safety and Pruning Standards) as published by the American National Standards Institute. Under all circumstances, this work should be performed so as to ensure the highest possible value for each tree is maintained, based on the International Society of Arboriculture (ISA) Standard Valuation Guidelines. Other Standards of practice as published by the United States Department of Agriculture, Florida Department of Agriculture and Consumer Services - Division of Forestry, and/or University of Florida/Florida Cooperative Extension Service - Institute of Food and Agriculture Sciences, may be referenced when local conditions are not specifically addressed by the NAA or ISA guidelines. All persons performing tree work within the City shall possess a valid Broward County issued Tree Trimmers License. Mulch shall not be placed closer than five (5) inches from the base of trees or palms.

(a) Palm Trees: Dead fronds from palm trees shall be removed from the ground as they fall. Palms that do not self-prune (Sabal, Washingtonia, Queen, Coconut Palms, etc.) shall be thinned of dead or dying fronds twice annually with one (1) pruning cycle to occur in June and one (1) to occur in November. With the exception of seed pods, no healthy green fronds are to be removed without prior MCRA approval.

(b) Shade Trees: Shade Trees shall be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least six (6) feet at all times. Trees in medians and swales shall be trimmed back so as to avoid contact with adjacent vehicular traffic. All damaged, dead or diseased limbs resulting from weather or pests shall be removed immediately.

(c) Accent Trees: Accent Trees such as Cattley Guava, Ligustrum and Oleander Standards, etc. shall be pruned by thinning to maintain shape of tree every other month.

(d) Debris: All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a fee of \$50.00 per day, as long as debris remains. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Agreement, and agree that \$50 per day is an amount proportionate to the cost incurred by the MCRA as a result of such breach. The parties agree that this amount is not intended as punitive damages.

(e) Any pits/holes left from tree removal shall be filled with good soil and sod laid to match existing grade. (Contractor must contact MCRA designee within twenty four (24) hours prior of such repairs).

3.12 TREE FERTILIZATION:

(a) Shade tree fertilization: Shade trees (up to 3" caliper) shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 8-10-10 mixture complete fertilizer with microelements or equivalent, at a rate of one (1) pound per caliper inch of trunk diameter at breast height (DBH).

(b) Palm Tree Fertilization: Palms shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 13-3-13 fertilizer containing microelements or equivalent at the rate of one (1) to five (5) pounds per palm, dependent on the trunk diameter, generally one-half (1/2) pounds per inch of trunk diameter.

3.13 LITTER AND DEBRIS CONTROL:

3.13.1 Standard Services:

(a) Litter removal service is needed 365 days per year including holidays and weekends in addition to litter removal service prior to each mowing. The Contractor shall remove all litter and debris from landscaped and non-landscaped portions of Map Areas 16 and 19 through 25 as shown in exhibit A.

(b) Litter removal from turf areas and plant beds and designated right-of-way areas shall be complete prior to each mowing operation in the same day.

(c) Litter is to be removed entirely from the sites and disposed of in accordance with City of Margate Ordinances at Contractor's expense (no dumping on City or MCRA property shall be permitted).

(d) The MCRA reserves the right to maintain ownership of all shrub and tree trimmings, for mulch cultivation services. The Contractor shall be required to deliver said trimmings to the Parks and Recreation Department only if requested by the MCRA, as part of services.

(e) MCRA retains the right to request debris removal upon a finding by City or MCRA staff that such services are necessary.

3.13.2 Storm & Hurricane Debris Removal:

(a) The Contractor shall make available to the MCRA upon request, up to two (2) three (3)-man crews, including required equipment, for vegetative debris removal and/or the re-standing of trees when possible. These services shall be performed following significant weather events, at the MCRA's discretion.

(b) The Contractor shall make these services available to the MCRA within 12 hours, whereby the MCRA maintains the right of refusal. In the event the MCRA relinquishes this service, the MCRA may later request such service upon reevaluation by MCRA staff.

3.14 CHEMICAL PEST CONTROL:

(a) Turf Insect Control: Turf insect control shall be for specific insects identified by Contractor or MCRA staff or designee as problematic and treated on an as needed basis upon MCRA authorization. Fire ant control shall be as defined in Section 3.7 above.

(b) Shrub, Tree, Groundcover Insect Control: Shrub, tree and groundcover insect control shall be for specific insects identified by MCRA staff or designee as problematic and treated as needed upon MCRA authorization. Some specific insects to be controlled are aphids, scale and grasshoppers.

(c) General Use of Chemicals:

1. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

2. MSDS sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the MCRA designee for approval at the beginning of this Agreement. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the MCRA designee.

3. Chemicals shall only be applied by or under the supervision of those persons processing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations.

4. Records must be kept and retained (with copies provided to the MCRA in application report) 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.

5. Chemicals shall be applied when air current are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

6. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced at Contractor's expense.

3.15 IRRIGATION MAINTENANCE AND REPAIR

The Contractor shall be responsible for the routine maintenance including monthly wet checks, 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 to assist with the monitoring of all sprinkler systems on all areas covered by this contract for proper coverage and run times.

The Contractor shall be responsible for any repair cost with irrigation lines and or heads damaged as a result of the Contractor's landscape maintenance activities.

1. All replacement parts/components shall be replaced using identical/matching parts/components unless approved otherwise by the MCRA designee.
2. Any single repair part with a cost of more than \$125.00 each will be reimbursed by the MCRA provided prior approval of the repair/repair cost is obtained from the MCRA designee in writing. Individual repair parts with a cost of \$125.00 or less each shall be the responsibility of the Contractor.
3. The Contractor shall be responsible in areas where sprinkler head risers have stuck in the up position, by causing them to lower prior to any mowing operations.
4. Controllers shall be checked to ensure that its clock is set to watering between 12:00am to 9:00am unless otherwise directed; or in direct violation of any water restrictions.
5. Any system(s) found to be not operating properly or have any noticeable leaks or breaks shall be reported by the Contractor to the MCRA designee during the same day found and repaired prior to leaving the premises.
6. Contractor will be responsible for replacement of plant materials including sod that die or experience excessive shock due to lack of or too much water.
7. Contractor must barricade any holes caused by repair to the irrigation system that must be left unattended with lighted barricades. Holes shall not be left open for more than five (5) calendar days and must be filled as soon as the repair is complete.
8. Contractor shall either be licensed for irrigation work or shall have a sub-contractor that is licensed for irrigation work, to 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.
9. Landscape irrigation schedule must follow the Broward County's Mandatory Outdoor Water Conservation guidelines.

3.16 GENERAL:

Damages: The Contractor shall notify the MCRA or designee immediately or upon witnessed of damaged resulting from vehicle damage, storm damage, vandalism or natural cause and follow up with damaged material price proposal for repairs within 2 business days (price sheet for plant material is part of this document).

Damage caused by the contractor to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles.

Contractor is responsible for replacement of all damaged sod at Contractor's cost and MCRA shall not be financially responsible for replacement of sod damaged by Contractor either due to Contractor's operations or negligence in properly performing the requirements of these specifications, including but not limited to, failure to adhere to fertilization, pest control and irrigation. If sod replacement is not complete within one week of written notification, MCRA may replace and deduct the cost of replacement from the next monthly payment application.

Contractor shall also replace any landscape, irrigation, or structures damaged by Contractor or any sub-contractors or due to neglect to perform these specifications. If the Contractor fails to repair damages or replace the damaged item the MCRA shall charge cost of all labor and materials required to complete reinstallation, to maintenance contractors. (Contractor will be notified prior to replacement of repair by MCRA designee.)

(b) Reports: The Contractor shall be provided with a checklist to be filled out and returned to the MCRA designee after each mowing 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.

(c) Time Limits: All maintenance shall be performed in accordance with Contractor's approved time schedule, submitted after Notice of Award. The following limitation shall apply, and may only be modified if requested in writing and approved by the MCRA or designee:

- Work within MCRA owned properties, medians and public rights-of-way shall only be performed between 8:30 am and 4:30 pm Monday through Friday. No work within the medians and public rights-of-way shall begin prior to 8:30 am or extend beyond 4:30 pm without expressed authorization from MCRA.

(d) Holidays: Special attention will be given to specified areas, as established by the MCRA, prior to national holidays to ensure that the MCRA Area is at its best during these times. Contractor will check area two (2) days prior to the holiday and verify that maintenance has been properly performed.

3.17 WARRANTY: Contractor shall replace any dead, dying, or infested plant materials including shrubs, hedges, trees, and groundcovers installed by Contractor for a period of one year from the date of installation provided the condition of said plant materials is not directly related to vandalism, vehicular accident, or negligence on the part of the MCRA.

ARTICLE 4: SAFETY

4.1 GENERAL: Contractor shall adhere to all applicable OSHA standards while performing work within the City of Margate. In addition, the following safety requirements shall apply to any work performed under this Agreement.

(a) Federal, State and Local environmental regulations shall be followed to minimize the possibility of air, water and soil contamination or other undesirable results. Additionally, all work in public rights-of-way shall be performed in accordance with a Florida Department of Transportation, Broward County and/or City approved maintenance of traffic (MOT) plan prepared by the contractor. The costs related to any and all materials required for said traffic regulation shall be included. Access and passage by all vehicular and pedestrian traffic shall be maintained while work under this Agreement is being performed.

(b) All workers must wear an ANSI approved Class I, II, or III high visibility lime green or orange safety vest when conducting maintenance operations within public rights-of-way, medians and MCRA owned property.

(c) All workers performing overhead maintenance operations shall wear hard hats conforming to ANSI Z89.1 standards. Use of hard hats shall be mandatory when performing tree pruning operations.

(d) All temporary traffic control devices and signage shall be set in accordance with an approved MOT plan and shall be in strict conformance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation (USDOT)

(e) All maintenance vehicles shall be equipped with full functioning and visible rotating/strobe lights that shall be utilized at all times while conducting maintenance operations within the road right-of-way. All vehicles shall be appropriately and visibly marked with the company name and phone number.

(f) All vehicles and equipment which remain stationary within fifteen feet (15') of the roadway edge for two or more minutes shall be coned off with no less than two (2) traffic cones (one at the front traffic side of the vehicle and one at the rear traffic side of the vehicle). The placement and number of cones to be utilized shall be sufficient to provide maximum safety based on the classification of road, speed limit, number of lanes, and in accordance with accepted national standards.

ARTICLE 5: MISCELLANEOUS

5.1 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Contractor shall not park any vehicles or equipment on swales or other grassed areas at any time. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the MCRA. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the MCRA, at no additional cost to the MCRA.

5.2 VEHICLES AND EQUIPMENT: Contractor, at its sole cost and expense, shall furnish and maintain all vehicles and equipment as is considered reasonably necessary to perform the work in an acceptable manner to the MCRA and at a satisfactory rate of progress. The vehicles and equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract and any renewal period. Contractor shall establish a regular preventative maintenance program for all equipment and shall maintain records of preventative maintenance and other maintenance repairs to the equipment. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby.

5.3 COMPLIANCE WITH LAWS: Contractor, its officers, agents, employees, and contractors, shall abide by and comply with all Federal, state and local laws. It is agreed and understood that if the MCRA calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then Contractor shall immediately desist from and correct such violation. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

5.4 PERMITS AND LICENSES: The Contractor shall submit copies to the MCRA or designee of all licenses required for this work. Contractor, at his/her own expense shall be responsible for obtaining any permits and licenses that may be required under this Agreement.

5.5 ACQUISITION OR DISPOSITION OF REAL PROPERTY: From time to time the MCRA may acquire additional properties or dispose properties. The MCRA reserves the right to remove or add properties to the scope of work.

ARTICLE 6: ADDITIONAL SERVICES

Contractor shall provide the following services on an as needed basis as determined by MCRA. These services are in addition to those required above.

6.1 SOD REPLACEMENT: Contractor will replace and/or install sod for the MCRA on an as-needed basis. Sod will be priced per square foot of sod and will include grading and installation, except for sod damaged by the contractor.

6.2 MOWING: On occasion MCRA may request Contractor to provide an additional mowing and/or bush hogging for a special event or other purpose. Any additional mowing and/or bush hogging shall be in accordance with the specifications above and shall be priced per acre.

6.3 TREE REMOVALS: Contractor will supply labor and equipment for removal and disposal of trees as needed. Rate will be per tree removed. Three (3) size rates shall be provided, one for trees up to 15' in height, trees between 15' and 30' in height, and trees larger than 30' in height. All removals shall include stump grinding or stump removal where appropriate (as determined by the MCRA).

6.4 TREE TRIMMING/SHAPING: Contractor shall trim and shape shade and palm trees in accordance with ANSI 300 standards and on an as needed basis as determined by MCRA. This service is for tree care services above and beyond what is required in Section 3.11 above however Contractor's employees shall be required to have the same certifications and licenses as required in Section 3.11 to perform this work. Pricing shall be in four (4) categories: trees up to 10' canopy spread, trees between 10' and 25' canopy spread, trees greater than 25' canopy spread, and all palm trees.

6.5 TREE STANDING: Upon request of the MCRA, Contractor shall re-stand, including guying and staking, any trees that are leaning or have fallen and are considered to be savable.

6.6 ADDITIONAL FERTILIZATION: Contractor shall apply additional fertilization to areas determined in need by the MCRA. Price shall be per square foot of area fertilized.

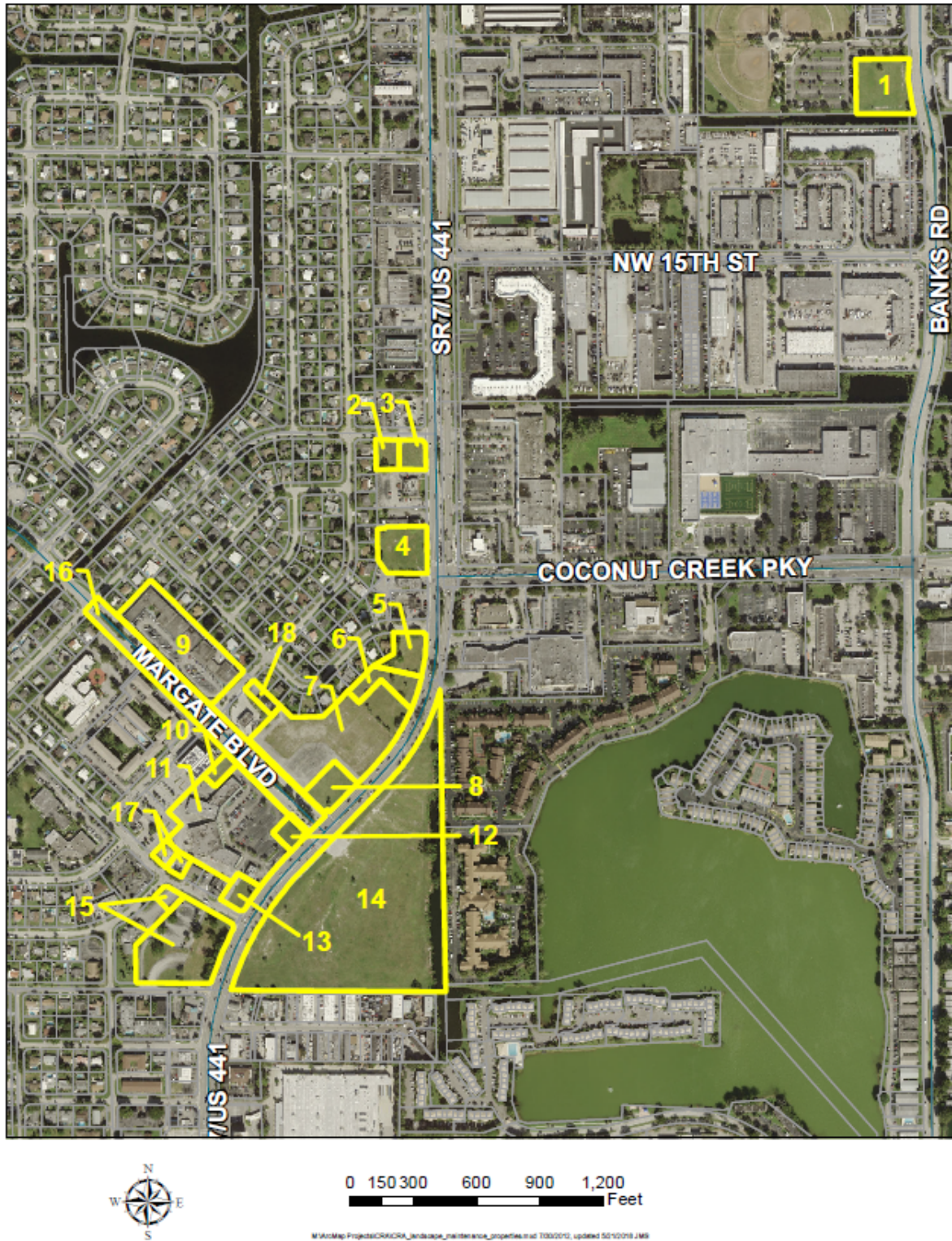
6.7 ADDITIONAL PEST CONTROL: Contractor shall perform additional pest control to areas determined in need by the MCRA. Price shall be per square foot of application area.

6.8 ADDITIONAL MULCH: Contractor shall provide and install additional mulch to areas determined to be in need by the MCRA. When requested, mulch shall meet the same requirements as Section 3.10 above and shall be priced per cubic yard.

6.9 STORM AND DEBRIS CLEANUP: Debris shall be removed within the landscape maintenance areas described in Exhibit A after major storm events, including but not limited to hurricanes, tornados, etc. at the MCRA's request, on a per cubic yard rate. Storm debris cleanup shall be in accordance with 3.13.2 above.

EXHIBIT A

Map Area 1



Map Area 2

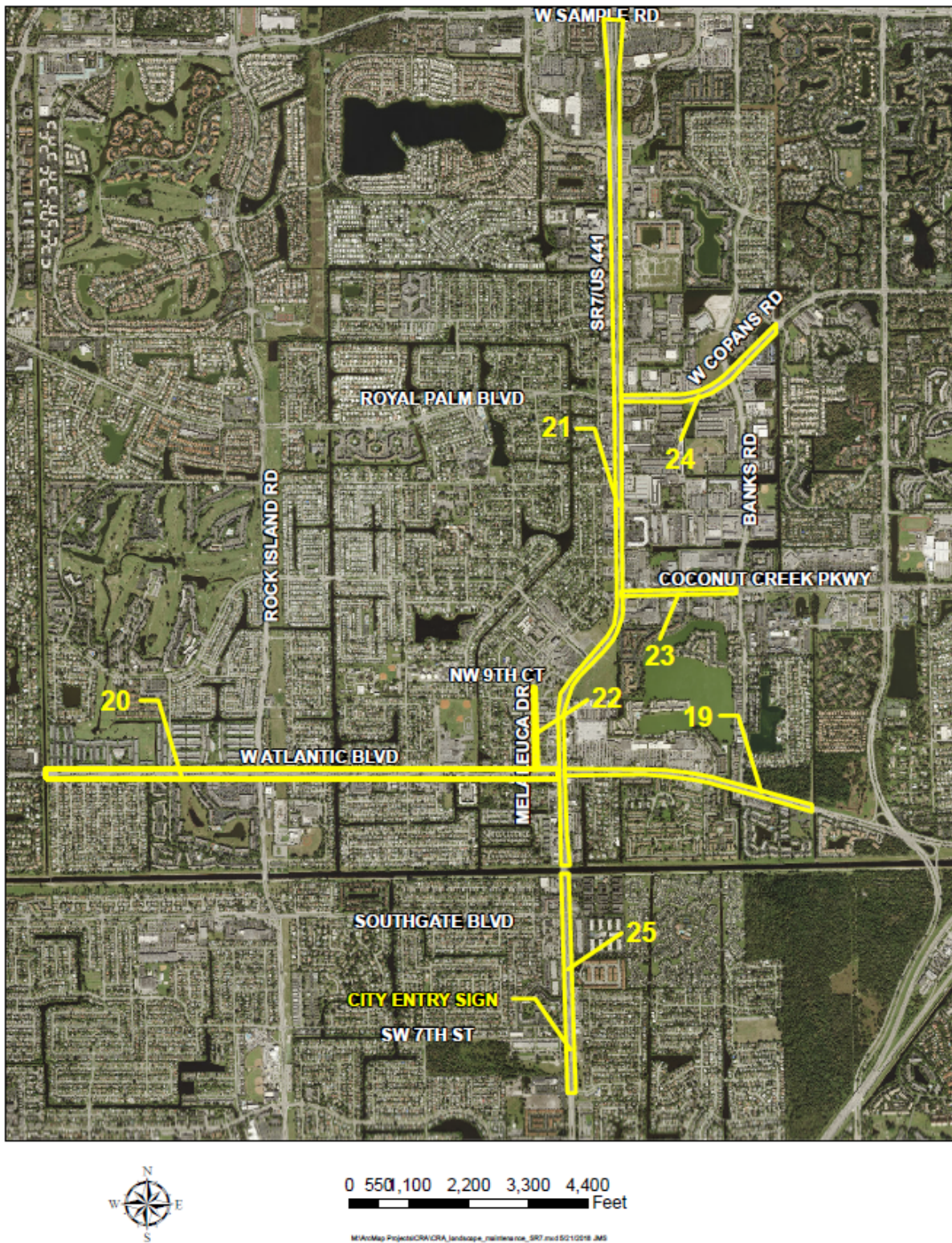


EXHIBIT “B”

Mulch, Fertilization and Fire Ant Treatment Specifications and Schedules

(All landscape maintenance locations)

St. Augustine Turf Fertilization

St. Augustine turf fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

St. Augustine Turf Weed Control

St. Augustine turf weed control shall be performed and completed two (2) times per year during the first week of March and the last week of September.

Tree Fertilization

Tree fertilization (excluding Palms) shall be performed and completed two (2) times per year during the first week of March and the last week of September.

Palm Tree Fertilization

Palm tree fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

Shrub and Groundcover Fertilization

Shrub and groundcover fertilization shall be performed and completed three (3) times per year during the first week of March, the second or third week of June, and the last week of September.

Fire Ant Treatment

Fire ant treatment shall be performed and completed two (2) times per year during the first week of April and the first week of October. If active ant mounds are observed at any time the Contractor shall be required to apply an appropriate pesticide to the mound.

Mulch

Mulch shall be placed twice (2) time per year. All supplemental mulching shall be approved by the MCRA prior to application. In months that fertilization occurs, mulch shall be placed after fertilization.

PRICE SCHEDULE PROPOSAL SUBMITTAL

Landscape and Irrigation Maintenance Refer to Maps A and B

Bid Item	Map Area	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
1	1	Vacant Property intersection of NW 17 th St & Banks Rd.	Landscape maintenance	No	
			27 Cuts per year		
2	2	Western Vacant Lot Located at the intersection of NW 15 th St. and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
3	3	Eastern Vacant Lot Located at the intersection of NW 15 th St. and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
4	4	Western Vacant Lot Located at the intersection of Coconut Creek Parkway and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
5	5	Southwestern Vacant Lot Located at the intersection of Seton Drive and SR 7.	Landscape maintenance of the vacant Lot	No	
			27 Cuts per year		
6	6	Vacant Lot located on SR 7.	Landscape Maintenance of the vacant lot	No	
			27 Cuts per year		
7	7	Vacant Lot located on SR 7.	Landscape Maintenance of the vacant lot	No	
			41 Cuts per year		
8	8	Vacant Lot located northwest of the intersection of Margate Blvd and SR 7.	Landscape and Irrigation Maintenance of the vacant Lot	Yes 1 Hunter Controller 5 zones	
			41 Cuts per year		
9	9	Shopping Center located northeast of the intersection of NW 58 th Ave. and Margate Blvd.	Landscape and Irrigation Maintenance	Yes 1 Hunter Controller 2 zones	
			41 Cuts per year		
10	10	Vacant Lot located on Margate Blvd., south of the City Hall Municipal Complex.	Landscape and Irrigation Maintenance	Yes 1 Toro Controller 4 Zones	
			41 Cuts per year		

Bid Item	Map Area	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
11	11	Shopping Center located southwest of the intersection of Margate Blvd. and SR 7.	Landscape and Irrigation Maintenance	Yes 1 Rainbird Controller 4 zones 1 Nelson Solenoid 1 Zone	
			41 Cuts per year		
12	12	Vacant Lot located southwest of the intersection of Margate Blvd. and SR 7.	Landscape and Irrigation Maintenance	Yes 1 Hunter Controller 2 zones	
			41 Cuts per year		
13	13	Vacant Lot located northeast of the intersection of Park Drive and SR 7.	Landscape Maintenance	No	
			27 Cuts per year		
14	14	Vacant triangle shaped lot located on SR 7 where Park Dr. and Margate Blvd. reach a dead end.	Landscape Maintenance	No	
			27 Cuts per year		
15	15	Vacant Lot southwest of the intersection of Park Drive and SR 7 and Vacant lot in the SE corner of NW 9th Court and Park Drive	Landscape Maintenance	No	
			27 Cuts per year		
16	16	Medians located along Margate Blvd. between E. River Dr. and SR 7.	Landscape and irrigation maintenance	Yes 1 Toro Controller 11 zones	
			41 Cuts per year		
17	17	Vacant Lot at 5717 Park Drive and 5721 Park Drive	Landscape Maintenance	No	
			27 Cuts per year		
18	18	1150 NW 58 Avenue	Landscape Maintenance	No	
			27 Cuts per year		
19	19	The divided road on Atlantic Blvd. between just East of SR 7 and continuing East to the City limits as depicted on the map.	Landscape and irrigation maintenance, and associated maintenance of traffic, of the landscape medians	Yes 3 Leit Solar Controllers 1 Controller 4 zones 1 Controller 6 zones 1 Controller 9 zones	
			41 Cuts per year		
20	20	Atlantic Blvd West of SR 7 and continuing West to the City limits as depicted on the map.	Landscape and irrigation maintenance, and associated maintenance of traffic, of the landscape medians	Yes Site 1 – NW 80th – Clock: Rainbird RC- Zone 3 Site 2 – NW 77th - Zone 3 Site 3 – Site 4 – Site 5 – Site 6 – NW 68th- Clock: Rainbird ESP-ME - Zone: 3 Site 7 – NW 66th - Clock: Rainbird RC - Zone: 3 Site 8 – NW 63rd – Clock: Rainbird RC – Zone: 7	
			41 Cuts per year		

Bid Item	Map Area	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
21	21	SR 7 between north of the C14 Canal and a point approximately 922 feet north of the intersection of SR 7 and NW 31 st Street as depicted on the map.	Landscape and irrigation maintenance, and associated maintenance of traffic, of medians in the area of the divided road	Yes 12 Leit Solar Controllers 2 Controllers 1 zone 1 Controller 2 zones 2 Controllers 4 zones 3 Controllers 5 zones 1 Controller 7 zones 1 Controller 8 zones 2 Controllers 9 zones 1 Controller 13 zones 1 Controller 14 zones 6 Nelson Solenoid battery operated valves North of 31 st Street 2 zones	
			41 Cuts per year		
22	22	Melaleuca Drive	Landscape and irrigation maintenance, and associated maintenance of traffic, of the landscape medians	Yes Source: 1 well 1 – multi-station controller with auto rain sensor 21 zone valves 630 +/- 6" pop up sprinklers + 42 bubblers	
			41 Cuts per year		
23	23	Coconut Creek Parkway	Landscape and irrigation maintenance, and associated maintenance of traffic, of the landscape medians	Yes Source: City water 1-multi-station controller with auto rain sensor 6 zone valves 140 +/- 6" pop up sprinklers	
			41 Cuts per year		
24	24	W Copans Road	Landscape maintenance, and associated maintenance of traffic, of the landscape medians.	No	
			41 Cuts per year		
25	25	SR 7 immediately south of the C14 Canal to SW 7 th Street	Landscape maintenance, and associated maintenance of traffic, of the landscape medians.	Yes 115 South State Rd. 7 - Hunter Node – Zone: 2 2 valves on 2nd median north of Southgate Blvd. PVB on west side of 441 227 South State Rd. 7 - Hunter Node – Zone: 3 3 valves and PVB on west side 441 612 South State Rd. 7 - Hunter Node – Zone: 2 2 valves and PVB on east side of 441	
			41 Cuts per year		

				541 South State Rd. 7 - Hunter Node – Zone: 4 4 valves and PVB on west side of 441	
26		Map area: 16	INSTALLATION OF PERENNIALS PLANT MATERIAL Plant material should be durable and add color to the median and nose areas of Margate Blvd. and changed as necessary to maintain an aesthetically pleasing City Center Gateway area.	Yes	

ADDITIONAL SERVICES (Article 6)	
Sod Installation (St. Augustine)	(Per Sq. Ft.)
Brush cutting	(Per Acre)
Sod Installation (Bahia)	(Per Sq. Ft.)
Additional Mowing	(Per Acre)
Tree Removal (up to 15' height)	(Per Tree)
Tree Removal (> 15 ft. to 30' height)	(Per Tree)
Tree Removal (> 30' height)	(Per Tree)
Tree Trimming/Shaping: Shade Trees (canopy spread up to 10 ft.)	(Per Tree)
Tree Trimming/Shaping: Shade Trees (canopy spread >10ft. to 25ft.)	(Per Tree)
Tree Trimming/Shaping: Shade Trees (canopy spread > 25 ft.)	(Per Tree)
Tree Trimming/Shaping: Palm Trees	(Per Tree)
Re-stand Trees	(Per Tree)
Additional Fertilization	(Per Sq. Ft.)
Additional Pest Control	(Per Sq. Ft.)
Additional Mulch (installed)	(Per Cu. Yd.)
Labor - Foreman	(Hourly Rate)
Labor – Laborer	(Hourly Rate)
Labor – Irrigation Technician	(Hourly Rate)
Labor - Backhoe/Bobcat Operator	(Hourly Rate)
Litter Removal (Areas 16, 19 to 25)	(Daily Cleaning)

PLANT MATERIAL		
Description	Unit/Size	Cost Per Unit
Penta, Zinnia or similar for quarterly plantings	#1 GAL	
Chrysobalanus Icoco 'Red Tip' Cocoplum or equal	#7 GAL	
Chrysobalanus Icoco Horizontalis' Dwarf Cocoplum or equal	#7 GAL	
Dianella tasmanica - Blueberry Flax Lily or equal	#7 GAL	
Ficus macrophylla 'Green Island' - Green Island Ficus or equal	#7 GAL	
Juniperus parsonii - Parsons Juniper or equal	#7 GAL	
Ilex vomitoria 'Stokes Dwarf' - Dwarf Yaupon Holly or equal	#7 GAL	
Mami Croton or equal	#7 GAL	
Podocarpus macr. 'Pringles' or 'Meta' - Dwarf Podocarpus or equal	#7 GAL	
Schefflera arboricola 'Trinette' - Dwarf Variegated Schefflera or equal	#7 GAL	
Spartina bakeri - Sand Cordgrass or equal	#7 GAL	
Tripsacum dactylodes - Fakahatchee Grass or equal	#7 GAL	
Tripsacum floridana - Florida Gama Grass or equal	#7 GAL	
Conocarpus erectus var. sericeus - Silver Buttonwood or equal	10' x 6', Standard	
Livistonia decipiens - Ribbon Palm or equal	8' - 10' CT, Single	
Ptychosperma elegans - Solitaire Palm or equal	MIN 10' CT, Single, Max 4" Cal	
Sabal Palmetto - Sabal Palmetto or equal	10', 14', 20, CT, STGG	

TREE MATERIAL		
<p>Category 1 trees require caliper (min. 2 in.) and height (min. 12 ft.) Category 2 trees require height (min. 8 ft.) Category 3 trees require height (min. 6 ft.) Category 4 palm trees require clear trunk height (min. 6 ft.)</p> <p>*Denotes native to Florida</p>		
Description	Category	Cost per Unit
Crape Myrtle - Lagerstroemia indica	Category 3	
Southern Magnolia* - Magnolia grandiflora	Category 1	
Queen's Crape Myrtle - Lagerstroemia speciosa	Category 1 or 2	
Tree of Gold/Yellow Tab - Tabebuia caraiba	Category 2	
Lignum Vitae*	Category 2 or 3	

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

READ CAREFULLY BEFORE SIGNING

Re: RFP NO. MCRA 2018-05 Landscaping and Irrigation 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):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED	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
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1M
	<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) \$ 5K
							PERSONAL & ADV INJURY \$ 1M
							GENERAL AGGREGATE \$ 1M
							PRODUCTS - COM/OP AGG \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 500K
	<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						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	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? <input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT \$ 100K
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100K
							E.L. DISEASE - POLICY LIMIT \$ 300K

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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