



# City of Stuart

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

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

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

February 8, 2016

VIA EMAIL: [bashley@valleycrest.com](mailto:bashley@valleycrest.com)

ValleyCrest Landscape Maintenance  
Attn: Mr. Brett Ashley, Branch Manager  
3340 SE Dixie Hwy  
Stuart, FL 34997

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

Dear Mr. Ashley:

The Stuart City Manager awarded 2016-159, Landscape Maintenance Services, to your firm on February 8, 2016. Please consider this your formal notice of award for service areas identified by the following group numbers: 1, 6, 9, 15, 16, 17, and 19. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (February 18, 2016) as listed below:

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

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

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

Sincerely yours,

Lenora Darden  
Procurement Manager

c: Public Works Staff  
RFP 2016-159 Official File



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## MEMORANDUM

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

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

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

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

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

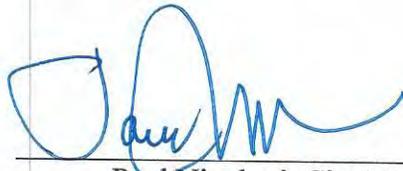
- Sunshine Land Design was the lowest on fourteen (14) sections including the option (Group 25) for an annual total of \$203,789.28.
- Valleycrest Landscape Maintenance was the lowest on seven (7) sections for an annual total of \$84,045.00.

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

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

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

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



\_\_\_\_\_  
Paul Nicoletti, City Manager

2-8-16

\_\_\_\_\_  
Date



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

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

**CONTRACTOR:** VALLEYCREST LANDSCAPE MAINTENANCE  
3340 SE DIXIE HIGHWAY  
STUART, FL 34997

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

**I. PURPOSE OF CONTRACT**

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

**II. SCOPE OF SERVICES**

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

**Section 1. Scope of Service**

Contractor shall provide Landscape Maintenance Services for the City of Stuart. The service areas are identified by the following group numbers: 1, 6, 9, 15, 16, 17, and 19. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Contractor's response to RFP #2016-159 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. Copies of these documents are on file in the Office of the City Clerk as a public record.

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

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

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

### **2.1 Fee Schedule**

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

### **2.2 Invoices**

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

### **2.3 Payment**

Total Contract value awarded to ValleyCrest Landscape Maintenance is Eight-Four Thousand, Forty-five Dollars (\$84,045.00). Groups awarded for specific sections are as follows:

<b>GROUP #</b>	<b>DESCRIPTION</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
1	Sailfish Circle	\$665.75	\$7,989.00
6	(7) Retention Ponds by Roosevelt Bridge	\$1,670.00	\$20,040.00
9	Water Plant	\$910.00	\$10,920.00
15	Dixie Highway (Monterey Road to Lincoln Ave)	\$2,523.00	\$30,276.00
16	Amerigo Ave Retention Ponds & Median	\$225.00	\$2,700.00
17	Fraizer Creek Ditch	\$180.00	\$2,160.00
19	Colorado Median & Row (Us1 To Dixie Hwy)	\$830.00	\$9,960.00
<b>TOTALS</b>		<b>\$7,003.75</b>	<b>\$84,045.00</b>

## **Section 3. Guarantee**

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

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

## **Section 4.     **Audit****

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

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

### **5.1     Independent Contractor**

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

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

### **5.2     Responsibility for Work**

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

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

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

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

### **5.3     Contractor's Records**

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

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

### **6.1 Probation**

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

### **6.2 Performance**

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

### **6.3 Suspension**

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

### **6.4 Termination for Convenience**

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

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

### **7.1 Project Manager**

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

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

Brett Ashley, General Manager  
Phone: 772-220-3676  
Cell: 561-870-7445  
Fax: 772-287-1164  
Email: [bashley@valleycrest.com](mailto:bashley@valleycrest.com)

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

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

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

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

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

### **8.3 Other Entity Use**

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

### **8.4 Inspection**

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

### **8.5 Rights and Benefits**

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

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

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

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

## **Section 10. Insurance**

### **10.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance

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

## **10.2 Certificate of Insurance**

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

## **Section 11. Professional Standards**

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

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

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

## **Section 13. General Conditions**

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

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

### **13.2 Laws of Florida**

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

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

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

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

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

### **13.5 Contract Amendment**

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

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

### **13.6 Contractual Authority**

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

### **13.7 Sovereign Immunity**

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

## **Section 14. Public Records**

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

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

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

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

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

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

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

**Section 15. Exhibits**

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

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

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

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

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

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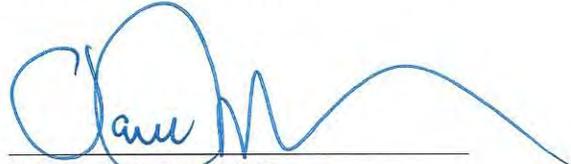
**Signatures are on following page**

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

**CITY OF STUART, FLORIDA**

ATTEST:

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

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

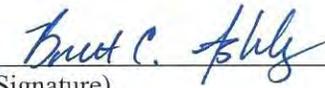
APPROVED AS TO FORM  
AND CORRECTNESS:

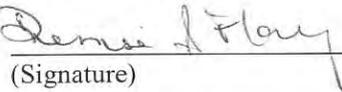
  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

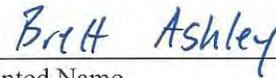
WITNESSES:

**CONTRACTOR**

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

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

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

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

**EXHIBIT A**

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



3340 SE Dixie Highway  
Stuart, FL 34997  
tel: 772-220-3676  
fax: 772-287-1164

December 15, 2015

[www.valleycrest.com](http://www.valleycrest.com)

Transmittal Letter

The City of Stuart  
300 SW St Lucie Avenue  
Stuart, Florida 34994

ValleyCrest is pleased to have the opportunity to submit a proposal for The City of Stuart properties. We are confident our attention to detail will provide you with the satisfaction you deserve. As a high quality service provider, we will continually improve the aesthetics of your properties and assist in your efforts to provide for those properties.

We feel we bring a high degree of service and quality to every project that we are involved with. Some of the key advantages we possess in this market are;

- ***Local Service Provider with Full Service Capability - VCLM Stuart currently conducts operations close to all City locations and has multiple clients near your sites.***
- ***Single Point of Contact – VCLM will appoint an account manager to oversee all aspects of operation concerning the City of Stuart. We are full service lending you the ease of ‘Single Point of Contact’ for all service needs.***
- ***Cost Efficiency – VCLM promises to provide realistic, competitive and economical pricing for scheduled services and improving the quality of the city locations by providing economical pricing for additional services.***

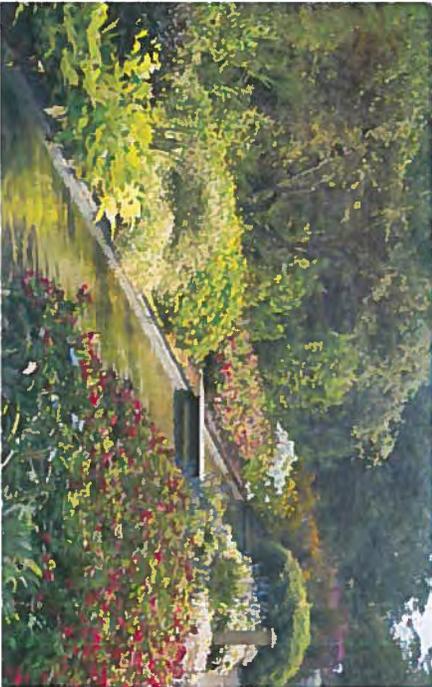
ValleyCrest is committed to continuously improving the City's locations and looks forward to working with you. Please contact me at 772-220-3676 or via email at [bashley@valleycrest.com](mailto:bashley@valleycrest.com). Also find enclosed in the RFP package the names of the persons authorized to make representations for VCLM, Statement of no conflict of interest, our Operation Plan, Proposed Pricing, References, and Bid Bond.

Thank you for the opportunity,

A handwritten signature in black ink that reads "Brett C. Ashley". The signature is written in a cursive style with a large, sweeping initial "B".

Brett Ashley  
Branch Manager

# CAPABILITIES PRESENTATION

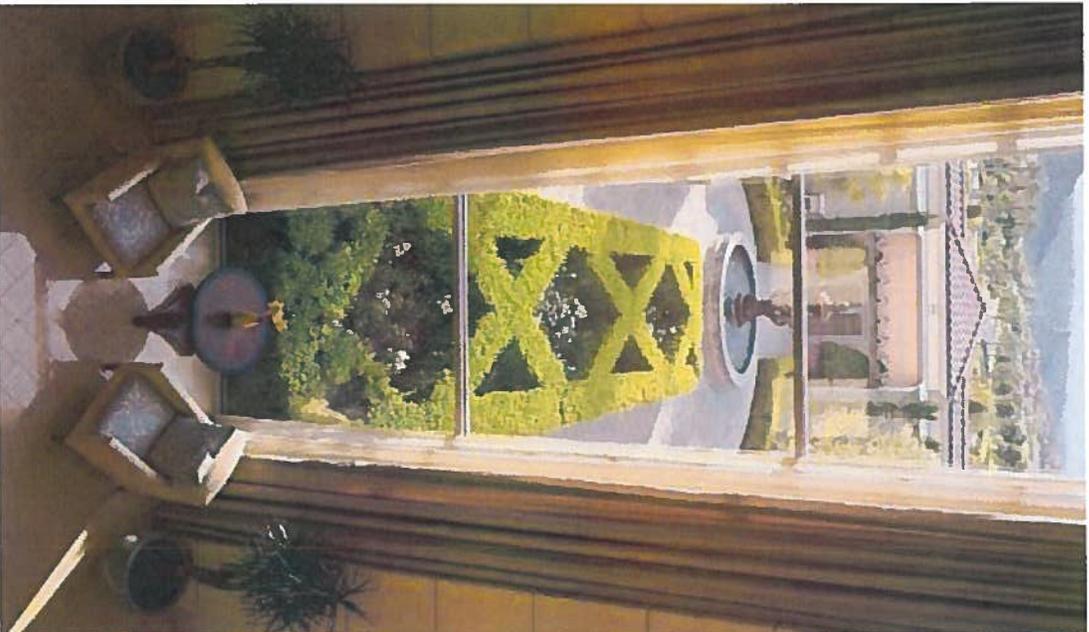


Presented to The City of Stuart

December 15, 2015

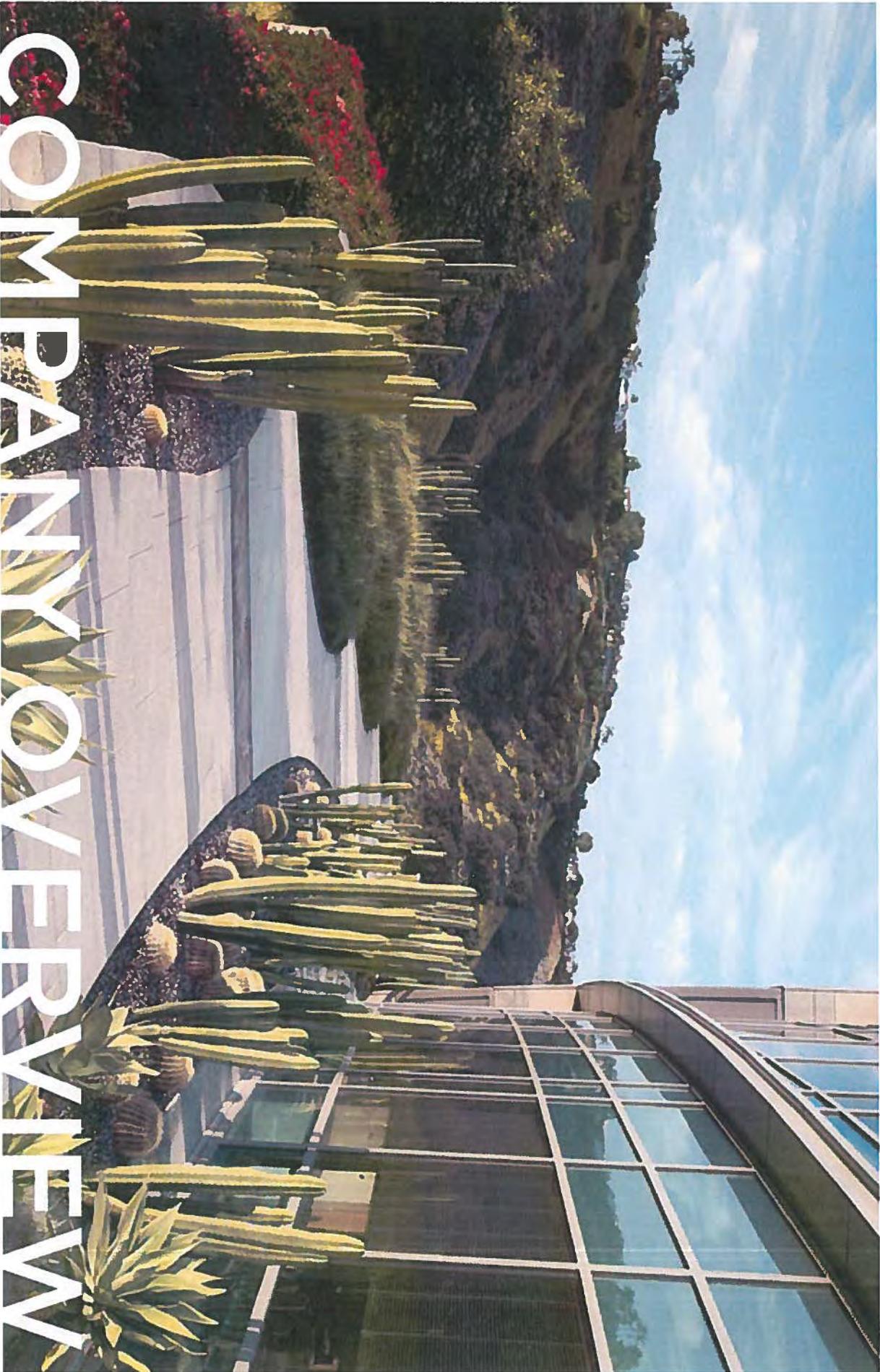
# Objectives of Meeting

- Our Understanding of your goals
- Company Overview
- Our Resources & Capabilities
- Service Approach for Martin County
- Q&A



# Our Understanding of your Goals

- Ensure your service provider has the best capabilities and experience.
- Your service area is covered by a local service provider with a strong resource infrastructure.
- A solid service plan in place to perform the highest quality service.



# COMPANY OVERVIEW



# Company Overview

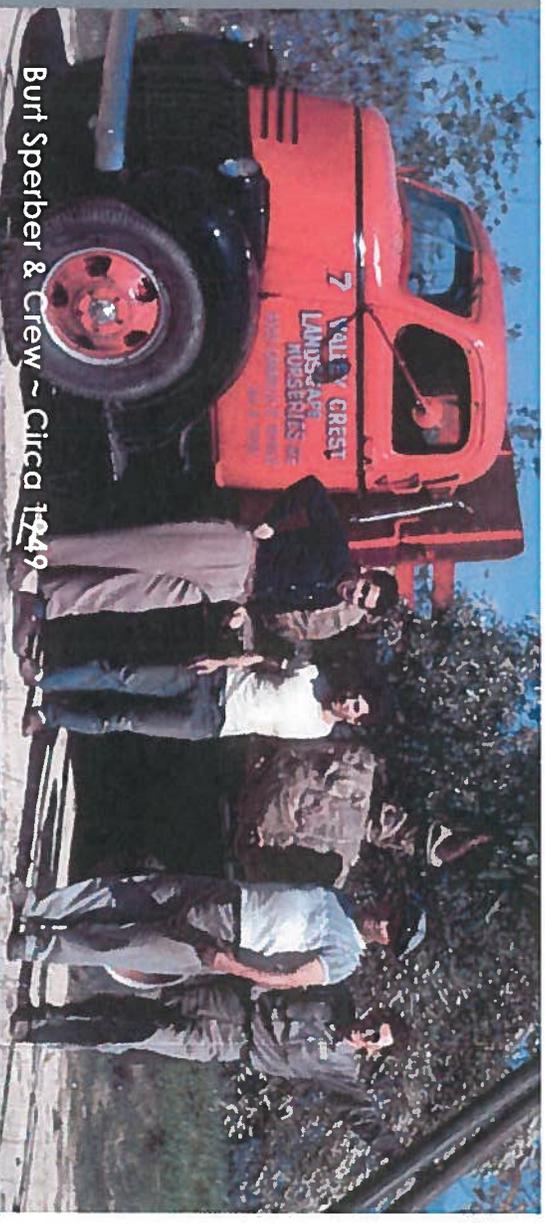
## 66 Years of Experience

The Largest Full-Service landscape company in the US, offering:

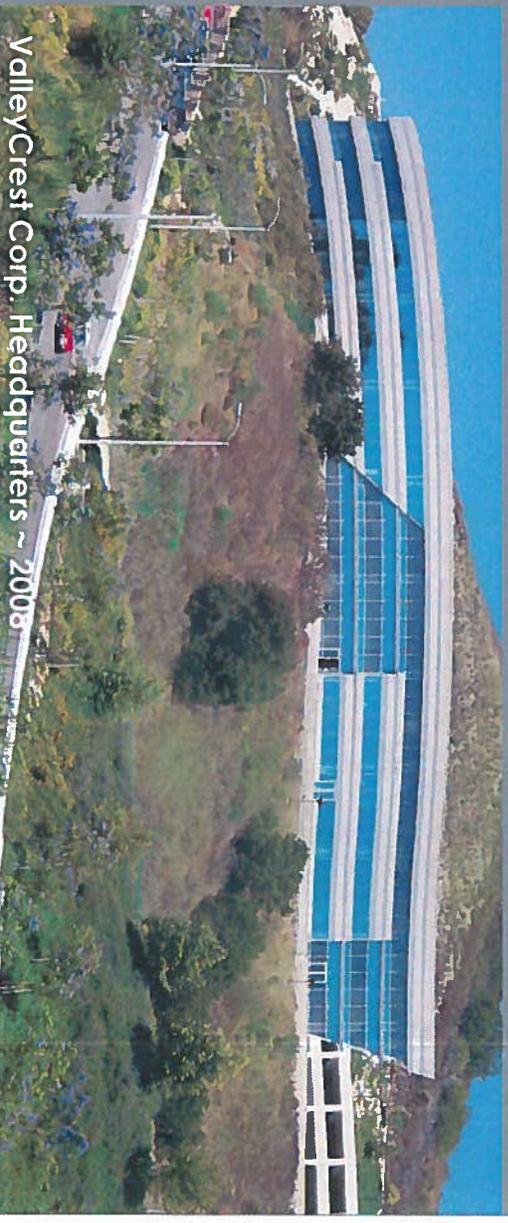
- Design
- Development
- Maintenance

### Key Statistics:

- Sales approaching \$1 billion
- Over 11,000 employees
- 150+ offices nationwide and in the Caribbean



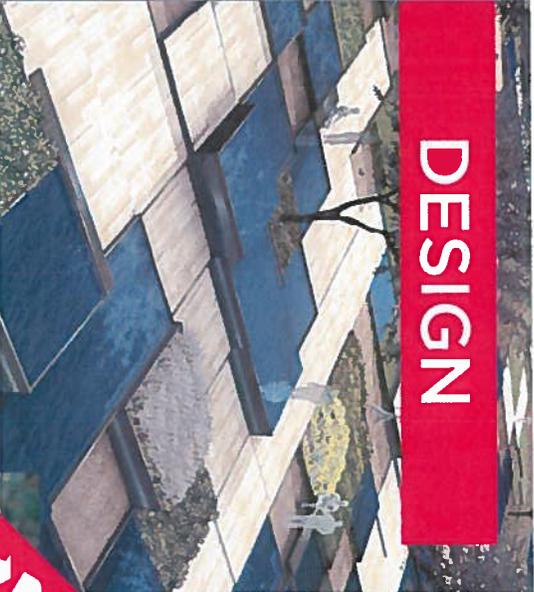
Burt Sperber & Crew ~ Circa 1949



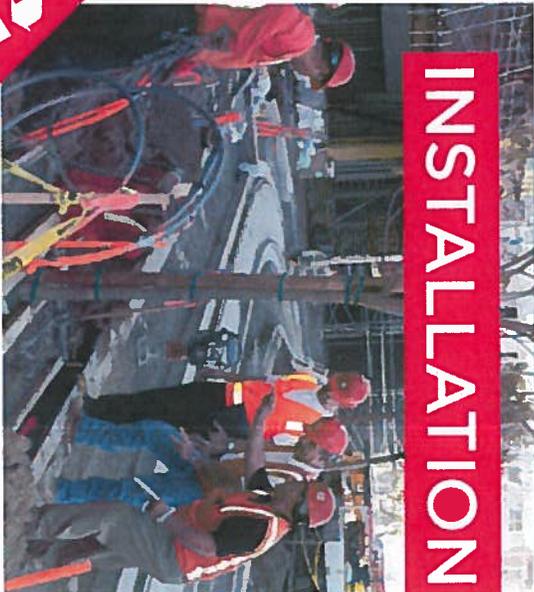
ValleyCrest Corp. Headquarters ~ 2008

# Fully Integrated Landscape Company

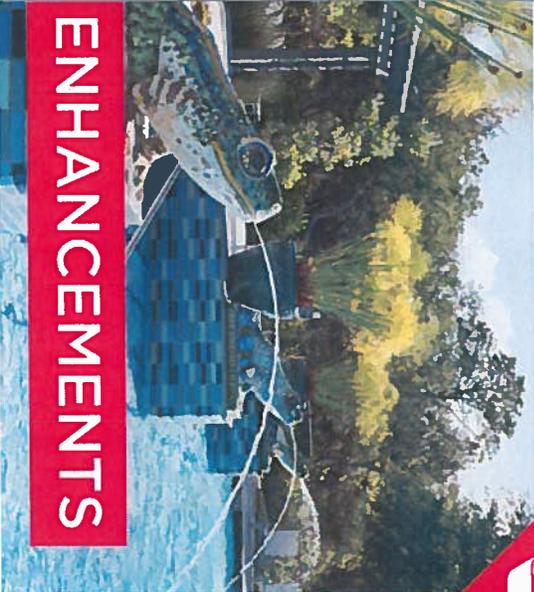
- **Design** incorporates pre-construction services to understand budget and timeframe goals.
- **Installation** is performed with a long-term view of the landscape.
- **Maintenance** eliminates transition issues and sustains landscape effectively.
- **Enhancements** breed new life into landscape and bring customer full circle back to design.



**DESIGN**



**INSTALLATION**



**ENHANCEMENTS**



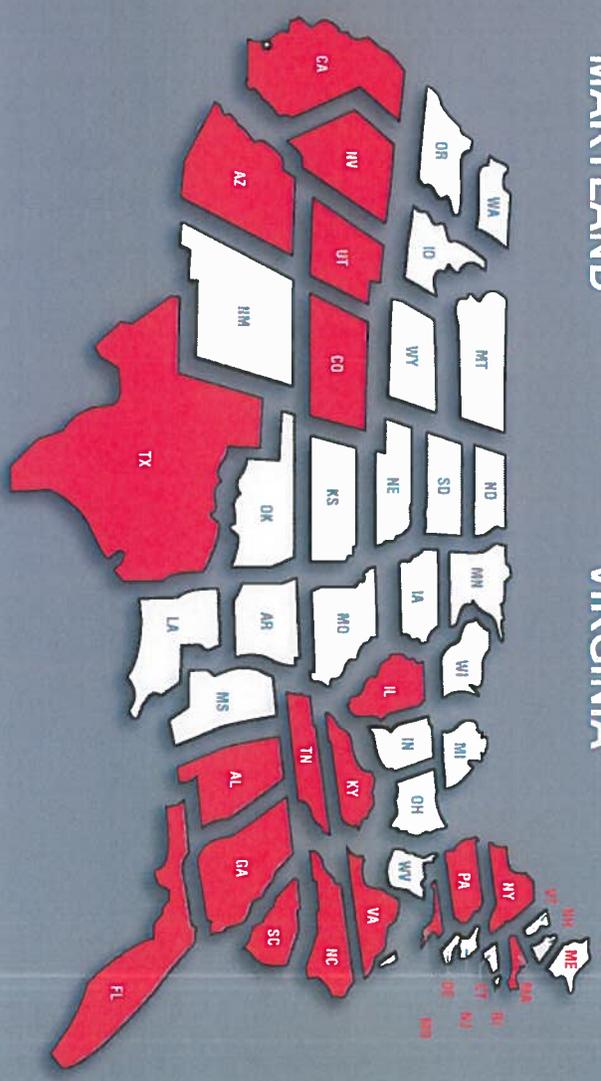
**MAINTENANCE**

# VCLM Overview

- 20 Regions
- 105 Branches
  - 89 Exterior
  - 16 Tree Care
- 17 States
- 7,000 Properties Maintained Nationwide
- 5,000+ Customers
- 5000 Trucks
- 8,000 Pieces of Equipment Operated Daily

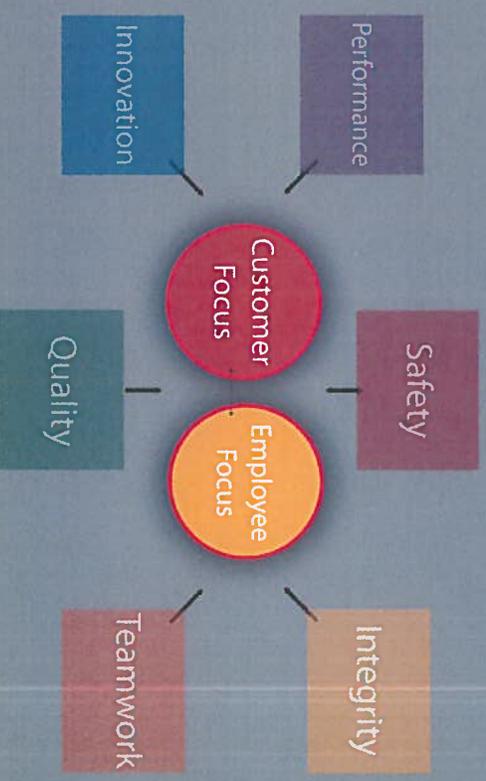
ARIZONA  
CALIFORNIA  
COLORADO  
FLORIDA  
GEORGIA  
ILLINOIS  
KENTUCKY  
MARYLAND

NEVADA  
NY / NEW JERSEY  
N. CAROLINA  
PENNSYLVANIA  
S. CAROLINA  
TENNESSEE  
TEXAS  
VIRGINIA



# Our Landscape Maintenance Focus

- Safety First
  - Safe Operational Practices, ID Hazards
- Great Service
  - Consistent Delivery, Quality Focus, 100% Complete Satisfaction
- Proactive Communication
  - Be Your Eyes and Ears, Report Regularly
- Provide Cost Savings & Solve Your Problems
  - Latest Best Practices, Sustainability



# ValleyCrest Landscape Maintenance

Nationally  
recognized as the  
leader in landscape  
maintenance

- Exterior Landscape Maintenance
- Enhancements
- LEED Retrofitting
- Water Management
- Sustainability Projects
- Seasonal Color
- Tree Care Services
- Snow & Ice Services





# STUART COVERAGE



# Stuart Emergency Response Team

NAME	TITLE	PHONE NUMBER	EMAIL ADDRESS
Bob Saindon	Account Manager	772-200-7323	<a href="mailto:rsaindon@valleycrest.com">rsaindon@valleycrest.com</a>
Kevin Cuatt	Agronomics Manager	772-220-3676	<a href="mailto:kcuaatt@valleycrest.com">kcuaatt@valleycrest.com</a>
Charles Moretti	Irrigation Manager	772-267-6826	<a href="mailto:cmoretti@valleycrest.com">cmoretti@valleycrest.com</a>
George Szabo	Enhancement Manager	772-631-7647	<a href="mailto:gkszabo@valleycrest.com">gkszabo@valleycrest.com</a>
Brett Ashley	Branch Manager	772-220-3676	<a href="mailto:bashley@valleycrest.com">bashley@valleycrest.com</a>
Ray Keenan	Regional Manager	561-239-2432	<a href="mailto:rkeenan@valleycrest.com">rkeenan@valleycrest.com</a>

# Key Points to Consider

- Staff of 120 field & management that reside locally in Martin County
- VCLM branch is located centrally to the geographic job locations. All necessary equipment, staff and resources are dispatched out of this primary location including onsite mechanic
- VCLM Stuart's coverage is exclusively all of Martin County. Customers are located throughout the same geography as the City of Stuart work. Some of the benefits of this are:
  - Greater efficiency to complete work integrating it with other jobs in the same geography
  - Location and staffing allow for rapid response to any situations that may arise
  - High degree of Quality Control and supervision at the branch level
  - Multiple personnel to observe, evaluate and communicate within the branch team as they travel the area



December 15, 2015

Robert Saindon  
Account Manager  
ValleyCrest Landscape Maintenance

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3340 SE Dixie Highway  
Stuart, FL 34997  
*tel: 772-220-3676*  
*fax: 772-287-1164*

[www.valleycrest.com](http://www.valleycrest.com)

To whom it may concern:

Robert Saindon has been employed with ValleyCrest Landscape Maintenance as of 04/13/2013 starting in Installation. Robert Saindon is currently an Account Manager with Valleycrest. Robert is responsible for managing a large portfolio of commercial landscaping accounts. He has strong ethics, enjoys public interactions. Robert manages production and ensures high quality services, while understanding the basics of horticultural. Robert enforces safety practices on all of his properties to ensure the safety of all employees and the public. Robert encourages all employees to work safely and efficiently at all times on all of his commercial properties to ensure that the job is completed in a timely manner.

Robert strives to ensure customer satisfaction through effective communication and regular on site visits. Robert communicates with his customer through e-mail and by providing monthly and weekly reports.

Robert has completed, Best Management Practices through UF.



## Martin County Building Department

900 SE Ruhnke Street  
Stuart, FL 34994  
(772) 288-5482  
Fax (772) 419-6935

MORETTI, CHARLES F  
VALLEYCREST LANDSCAPE MAINTENANCE IN  
5771 SE WESLEY AVE  
STUART, FL 34997

### NOTICE TO ALL CONTRACTORS

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

#### PROHIBITED ACTIVITIES:

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

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

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



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

**IRRIGATION SPRINKLERS - MC**

License #: MCIS6709 Expires: 09/30/2016

MORETTI, CHARLES F  
VALLEYCREST LANDSCAPE MAINTENANCE IN

STUART, FL 34997

# SERVICE TRANSITION PLAN



# Action Timeline

- Begin start-up procedures at branch level. This includes but is not limited to
  - Digital photo documentation of areas of concern relating to turf, plant material and hard scape
  - Perform VCLM Job-Start-up Safety Inspection and Job Start-up checklist on each of the areas to be serviced
- Meet with appropriate Martin County staff to discuss any issues that require clarification or special attention
- Create a prioritization plan for first 90 days on critical service needs.
- Prepare internal job set up, sequencing and scheduling documents (maps, reporting set-up, etc.) to allow for a smooth start. Start Job January 2015

December



January



# Key Points - Operations

- Scheduling of work – staffing requirements change the last week of March for the purpose of adding personnel to address the conventional mowing cycles. VCLM's historic hiring practices locally enable us to staff at adequate levels through use of internal labor planning tools such as Monthly Manpower planners, HR hiring and recruitment resources
  - March example 2 Mow Cycles – Staff and schedule to complete all mowing during the first (3/1-3/4) and last weeks (3/29-4/1). Detailing, irrigation and chem/spray activities remain on monthly calendar
  - August example 4 mow cycles - Staff and schedule to complete all mowing on weekly basis. Detailing, irrigation and chem/spray activities remain on monthly calendar
  - 90 Day planner and annual calendar utilized at the branch level for weekly operations meetings
- Sequencing of activities
  - Mow
  - Detail
  - Irrigation work
  - Chem/Spray - Agronomics
- Flow of work to generally follow the flow as outlined in General Maintenance Report Sheet, with the exceptions in areas that overlap with existing business

# Key Points - Operations

- Daily Management – Account Manager is a single point of contact. Also, English speaking crew leaders can be addressed if needed while on-site. Account Manager will visit site locations prior to work sequence to determine specific items which need attention. Work orders are delivered each morning to crew leaders for execution. AM's circle back to inspect the work and provide written reports of completed activities. These inspections can be completed simultaneously with the city representative if required.
- Staffing -
  - Mowing team (5 men) to consist of Crew Leader/Driver and laborers. Crew will have 2 zero turn mowers, edger and string trimmers
  - Wide area mowing team (3 men) to consist of Crew Leader/Tractor operator, edger and string trimmer operators. Equipment used will be 45hp tractor with large area mowing or bush hog deck
  - Irrigation techs to consist of fully stocked irrigation vehicle
  - Pest Control/Fertilization tech to consist of fully functional 800 gallon pesticide pump truck and trailer for fertilization equipment
- Equipment Pallet -
  - One ton Isuzu type truck
  - Enclosed trailers
  - Isuzu dump body detail truck
  - One ton chemical tank truck
  - Zero turn mowers
  - 45hp Tractor
  - Wide area mowing decks
  - Walk behind mowers and 2 cycle

# 30 - Day Follow Up

## Questions to Ask the Customer

Yes No

1. Have we made a noticeable improvement on your property?  Yes  No
2. Did you receive everything you were expecting from the sales process?  Yes  No
3. Are you completely satisfied?  Yes  No
4. By now you should have received the following documents:
  - Welcome Letter and Customer Fact Sheet  Yes  No
  - 30 Day Action Plan  Yes  No
  - Technical Issues Report  Yes  No
  - Irrigation Start-Up Inspection  Yes  No
  - Proposal for extra work (AEW)  Yes  No

# 30-60-90 Day Service Checklist

Job Start-up Plan	30	60	90	Progress Status
<b>Communication Plan</b>				
Account Manager - introduction by VCM Business Developer to property contact	X			
Communication - review type of frequency and preference (email, phone, forms, etc.)				
<b>Turf Action Plan</b>				
Broadleaf weed application <i>NOTE: Will require two or more applications</i>	X		X	
Pre-emergent application to inhibit new weed germination	X			
<b>Shrub and Bed Action Plan</b>				
Remove weeds in plant beds, hardscape, and raised planters	X			
Prune selected shrubs	X			
Remove plants too close to tree trunks, ground cover crowding shrubs, and poor performing/declining plants	X			
Insect and Disease Control, application for tree table diseased plant material	X			
ID poor performing plants and propose appropriate replacements		X		X
<b>Tree Action Plan</b>				
Prune selected trees		X		
Need tree walls installed				X
Trees are staked, tied correctly or too large				X
<b>Seasonal Color Action Plan</b>				
Upon completion of start-up work, additional written recommendations may be provided for seasonal color, plant replacements or other concerns encountered.		X		X
<b>Irrigation Action Plan</b>				
Sprinkler Heads - check for proper operation and coverage	X			
Controller - check and adjust for time, valve, program sequence and seasonal settings	X			
Map the system showing locations of major components	X			
<b>Miscellaneous Items Action Plan</b>				
Drainage Problems - ID and propose solutions				X
As part of an integrated landscape management program we will identify underperforming areas of the landscape and create a long-term improvement plan				X

Start up plan??

# Why ValleyCrest?

- Full Service Provider – One Company for all your needs
- Local Operations
- Florida Coverage – for emergencies like Hurricanes
- Focused on improving quality while reducing costs
- Proactive solutions to achieve expectations
- 30+ Years of local experience

## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

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

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

<b>GROUP 1 - SAILFISH CIRCLE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600
2	Control Weeds	12	Monthly	\$ 100	\$ 1200
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 161	\$ 1932
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 20	\$ 240
5	Mulching	12	Monthly	\$ 33	\$ 392
6	Fertilizing	12	Monthly	\$ 18.75	\$ 225
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 33.00	\$ 396
<b>Group 1: Sailfish Circle (Items 1-7)</b>					<b>\$ 7,989.00</b>
<b>GROUP 2 - STUART FLAGLER AVENUE CENTER, PARK &amp; FEED STORE LANDSCAPING</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 400	\$ 4800
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 400	\$ 4800
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 350	\$ 4200
5	Mulching	12	Monthly	\$ 220	\$ 2640

6	Fertilizing	12	Monthly	\$ 99	\$ 1188
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 246	\$ 2952
<b>Group 2: Stuart Flagler Avenue Center, Park &amp; Feed Store (Items 1-7)</b>					<b>\$22,980.00</b>
<b>GROUP 3 – EVANS CRARY BRIDGE LANDSCAPING MEDIANS, ROW'S AND RETENTION PONDS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 350	\$ 4200
2	Control Weeds	12	Monthly	\$ 100	\$ 1200
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60	\$ 720
5	Mulching	12	Monthly	\$ 21	\$ 252
6	Fertilizing	12	Monthly	\$ 21	\$ 252
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 33	\$ 396
<b>Group 3 Evans Crary Bridge Landscaping Medians, Row's &amp; Retention Ponds: (Items 1-7)</b>					<b>\$8,220.00</b>
<b>GROUP 4 – RIVERSIDE DRIVE MEDIAN LANDSCAPE (INCLUDING PELICAN, LARK, MANGO, MARTIN, RIVERSIDE &amp; MENNINGER PARK</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000
2	Control Weeds	12	Monthly	\$ 500	\$ 6000
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 1485	\$ 17820
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 100	\$ 1200
5	Mulching	12	Monthly	\$ 205	\$ 2460
6	Fertilizing	12	Monthly	\$ 100	\$ 1200
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 100	\$ 1200
<b>Group 4 Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside &amp; Menninger Park: (Items 1-7)</b>					<b>\$35,880.00</b>

<b>GROUP 5 – EAST 10<sup>TH</sup> STREET COMMUNITY CENTER LANDSCAPE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600
2	Control Weeds	12	Monthly	\$ 151	\$ 1812
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 30	\$ 360
5	Mulching	12	Monthly	\$ 35	\$ 420
6	Fertilizing	12	Monthly	\$ 12	\$ 144
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 15	\$ 180
<b>Group 5- East 10<sup>th</sup> Street Community Center Landscape: (Items 1-7)</b>					<b>\$ 7,716.00</b>
<b>GROUP 6 – SEVEN RETENTION PONDS ON BOTH SIDES OF THE ROOSEVELT BRIDGE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 1250	\$ 15000
2	Control Weeds	12	Monthly	\$ 50	\$ 600
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 150	\$ 1800
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 150	\$ 1800
5	Mulching	12	Monthly	\$ 50	\$ 600
6	Fertilizing	12	Monthly	\$ 20	\$ 240
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 0	\$ 0
<b>Group 6- (7) Retention Ponds On Both Sides of Roosevelt Bridge: (Items 1-7)</b>					<b>\$ 20,040.00</b>
Retention Area 1. On west side of Highway US 1 just south of Wright Blvd. NW Fork Rd. Retention Area 2. On north side of the St. Lucie River just under the new Roosevelt Bridge, west of State Road 707. Gravel retention area at Palm Street. Retention Area 3. On north side of the St. Lucie River just north of the old Roosevelt Bridge between the Florida East Coast Railroad tracks and State Road 707. From old Roosevelt Bridge to Palm St. Retention Area 4. On south side of the St. Lucie River, under the new Roosevelt Bridge and south of the old Roosevelt Bridge between State Road 707 and the Florida East Coast Railroad tracks. Retention Area 5. On south side of the St. Lucie River, east of the new Roosevelt Bridge & west of State Road 707. Retention Area 6. On south side of the St. Lucie River, west of the new Roosevelt Bridge and east of Atlanta Avenue/Anchorage Way. Retention Area 7. On north side of the Roosevelt Bridge, just south of Wright Blvd on Dixie Hwy, on east side of the bridge.					

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 1700	\$ 20400
2	Control Weeds	12	Monthly	\$ 150	\$ 1800
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 350	\$ 4200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 500	\$ 6000
5	Mulching	12	Monthly	\$ 135	\$ 1620
6	Fertilizing	12	Monthly	\$ 160	\$ 1920
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 470	\$ 5640
<b>Group 7-US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, &amp; Roosevelt Bridge Concrete Medians: (Items 1-7)</b>					<b>\$41,580.00</b>

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000
2	Control Weeds	12	Monthly	\$ 565	\$ 6780
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 500	\$ 6000
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 0	\$ 0
5	Mulching	12	Monthly	\$ 50	\$ 600
6	Fertilizing	12	Monthly	\$ 62	\$ 744
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12	\$ 144
<b>Group 8-Palm Beach Road Medians And Swales Landscape: (Items 1-7)</b>					<b>\$20,268.00</b>

**GROUP 9 – WATER PLANT**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600

2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 300	\$ 3600
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 0	\$ 0
5	Mulching	12	Monthly	\$ 12	\$ 144
6	Fertilizing	12	Monthly	\$ 85	\$ 1020
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13	\$ 156
<b>Group 9- Water Plant: (Items 1-7)</b>					\$ <u>10,920.00</u>
<b>GROUP 10 – COLORADO MINI-PARK &amp; KIWANIS PARK AND RIDE (LOCATED AT COLORADO AVENUE AND OLD DIXIE HIGHWAY)</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600
2	Control Weeds	12	Monthly	\$ 50	\$ 600
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 50	\$ 600
5	Mulching	12	Monthly	\$ 44	\$ 528
6	Fertilizing	12	Monthly	\$ 50	\$ 600
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 45	\$ 540
<b>Group 10— Colorado Mini-Park &amp; Kiwanis Park &amp; Ride (Located at Colorado Avenue &amp; Old Dixie Highway: (Items 1-7)</b>					\$ <u>7,668.00</u>
<b>GROUP 11 – KANNER HIGHWAY FROM US-1 TO MONTEREY ROAD</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 292	\$ 3504
2	Control Weeds	12	Monthly	\$ 308	\$ 3696
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 10	\$ 120

5	Mulching	12	Monthly	\$ 104	\$ 1248
6	Fertilizing	12	Monthly	\$ 106.25	\$ 1275
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 175	\$ 2100
<b>Group 11– Kanner Highway From US-1 to Monterey Road: (Items 1-7)</b>					<b>\$ <u>13,143.00</u></b>
<b>GROUP 12 – PUBLIC SAFETY COMPLEX</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 400	\$ 4800
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 200	\$ 2400
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 0	\$ 0
5	Mulching	12	Monthly	\$ 125	\$ 1500
6	Fertilizing	12	Monthly	\$ 85	\$ 1020
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 165	\$ 1980
<b>Group 12- Public Safety Complex: (Items 1-7)</b>					<b>\$ <u>14,100.00</u></b>
<b>GROUP 13 – MARTIN LUTHER KING JR./OLD DIXIE HIGHWAY INTERSECTION LANDSCAPING AND LOT ON SOUTHWEST CORNER</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 0	\$ 0
5	Mulching	12	Monthly	\$ 125	\$ 1500
6	Fertilizing	12	Monthly	\$ 105	\$ 1260
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 35	\$ 420
<b>Group 13– Martin Luther King Jr./Old Dixie Highway Intersection Landscaping &amp; Lot On SW Corner: (Items 1-7)</b>					<b>\$ <u>10,380.00</u></b>

<b>GROUP 14 – POPPLETON CREEK PARK &amp; DOG PARK (ON CENTRAL PARKWAY)</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 100	\$ 1200
5	Mulching	12	Monthly	\$ 50	\$ 600
6	Fertilizing	12	Monthly	\$ 15	\$ 180
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 30	\$ 360
<b>Group 14–Poppleton Creek Park &amp; Dog Park: (Items 1-7)</b>					<b>\$ 11,940.00</b>
<b>GROUP 15 – DIXIE HIGHWAY LANDSCAPING PHASE I &amp; II FROM MONTEREY ROAD TO LINCOLN AVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 600	\$ 7200
2	Control Weeds	12	Monthly	\$ 500	\$ 6000
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 370	\$ 4400
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 268	\$ 3216
5	Mulching	12	Monthly	\$ 350	\$ 4200
6	Fertilizing	12	Monthly	\$ 300	\$ 3600
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 135	\$ 1620
<b>Group 15-Dixie Highway: (Items 1-7)</b>					<b>\$ 30,236.00</b>
<b>GROUP 16 – AMERIGO AVENUE RETENTION PONDS &amp; MEDIAN FROM WEIR STREET TO RIVERSIDE DRIVE</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 225	\$ 2700
2	Control Weeds	12	Monthly	\$ 0	\$ 0

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 0	\$ 0
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 0	\$ 0
5	Mulching	12	Monthly	\$ 0	\$ 0
6	Fertilizing	12	Monthly	\$ 0	\$ 0
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 0	\$ 0
<b>Group 16- Amerigo Ave Retention Ponds &amp; Median: (Items 1-7)</b>					<b>\$<u>2,700.00</u></b>
<b>GROUP 17 – FRAIZER CREEK DITCH</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 180	\$ 2160
<b>Group 17-Fraizer Creek Ditch</b>					<b>\$<u>2,160.00</u></b>
<b>GROUP 18 – EAST OCEAN MEDIAN &amp; ROW FROM GEORGIA AVE TO COLORADO AVENUE</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 200	\$ 2400
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 200	\$ 2400
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 50	\$ 600
5	Mulching	12	Monthly	\$ 60	\$ 720
6	Fertilizing	12	Monthly	\$ 8	\$ 96
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 8	\$ 96
<b>Group 18-East Ocean Median &amp; Row from Georgia Ave to Colorado Avenue: (Items 1-7)</b>					<b>\$<u>8,712.00</u></b>
<b>GROUP 19 – COLORADO MEDIAN &amp; ROW FROM US1 TO DIXIE HWY</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 200	\$ 2400
2	Control Weeds	12	Monthly	\$ 100	\$ 1200

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 145	\$ 1740
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 250	\$ 3000
5	Mulching	12	Monthly	\$ 55	\$ 660
6	Fertilizing	12	Monthly	\$ 30	\$ 360
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 50	\$ 600
<b>Group 19-Colorado Median &amp; Row From Us1 To Dixie Hwy: (Items 1-7)</b>					<b>\$ 9,960.00</b>
<b>GROUPS 20 - 24- TURF GRASS AND MANAGEMENT OF VEGETATION one cut per month</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	\$ 100	\$ 1200
21	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	\$ 450	\$ 5400
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	\$ 450	\$ 5400
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	\$ 720	\$ 8640
24	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	\$ 360	\$ 4320
<b>Group 20 - 24</b>					<b>\$ 24,960.00</b>
<b>NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.</b>					
<b>OVERALL ANNUAL TOTAL (Groups 1-24)</b>					<b>\$ 311,552.00</b>

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

	Injection				
6	Field Edging	12	Monthly	\$ No Bid	\$
7	Mole Cricket & Fire Ant Control	12	Monthly	\$ No Bid	\$
<b>Group 25- Sailfish Ball Parks: (Items 1-7)</b>					\$ <u>No Bid</u>

<b>OVERALL ANNUAL TOTAL INCLUDING OPTION: Groups 1- 25</b>	<b>\$ <u>311,552.00</u></b>
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If you are not the successful awardee as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your submittal Yes  No

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

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

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

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

Addendum(s) # 1 through # 1 Respondent's Initials BA

Brett C. Ashley (Signature) Brett Ashley (Printed Name)

ValleyCrest Landscape Maint. (Name of Company, Firm) Branch Manager (Printed Title)

772 220 3676 Telephone Number 772-287-1164 Facsimile Number BAshley@valleycrest.com Email Address com



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/02/2015

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ValleyCrest Landscape Maintenance, Inc. Location #35340 3340 SE Dixie Hwy. Stuart FL 34997 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570059734502**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			HDOG24556876001	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08878535	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	C47855081 Workers Comp - AOS C47855093 Workers Comp - WI	10/01/2015 10/01/2015	10/01/2016 10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

Certificate No : 570059734502

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

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

ValleyCrest Landscape Maintenance Inc. 3340 SE Dixie Hwy. Stuart FL 34997 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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## **REFERENCES:**

- 1. Harold Markey**  
Martin County General Services  
Stuart Florida  
\$250,000 yearly Contract, 12-10/2-15  
County Buildings  
772-221-1486  
hmarkey@martin.fl.us
- 2. Jim Gorton**  
Martin County Engineering  
Stuart Florida  
\$1,000,000 yearly contract, current  
All Roadways  
772-221-1394  
jgorton@martin.fl.us
- 3. Brian Reich**  
General Manager  
Pipers Landing  
Palm City Florida  
\$650,000 yearly Contract, current  
General Services  
772-283-7000  
genmgr@piperslanding.com

6.3 QUESTIONNAIRE FORM

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

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

65 years

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

MARTIN COUNTY General Services Harold Markey  
288-5400

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

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

- ROBERT SANDON - ACCOUNT MANAGER - 772 200-7323
- DIRECT REPORT TO CITY ACCOUNT, INSTALLATION EXPERIENCE
- CHARLES MORETTI - IRRIGATION SPECIALIST - 772 2676526
- MARTIN COUNTY IRRIGATION CONTRACTOR LICENSE HOLDER

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

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

Large tree and palm work.

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

Please see attached

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

Valleycrest will replace any damage caused by valleycrest.  
100% performance bond

6.4 SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 12-15-15

FOR: Valleycrest Landscape Maintenance (Firm Name)

(Witness) [Signature]

BY: [Signature] (Signature)

(Witness) [Signature]

Branch Manager (Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 15th day of December 2015,

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

in the City of Stuart, County of Martin, State of FL

Signed: [Signature] Notary Public

ALISA BOISCLAIR Notary Public - State of Florida Commission Expires SF 245333 3-19 (Affix Seal)



6.5 **SUBCONTRACTORS/LEASED LABOR LIST**

(Check one of the two boxes below)

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

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

1	TIMBER TREE COMPANY INC	2085 SW RANCH TRAIL	MARC CONNOLLY 2600377
Subcontractor Firm/Leasing Agency Name	Address	STUART FL	Telephone No.
2	ORCHID ISLAND PROPERTY MANAGEMENT	1450 74TH AVE SW	228-9833
Subcontractor Firm/Leasing Agency Name	Address	VERO BEACH FL	Telephone No.
3			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
4			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
5			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
6			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
7			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
8			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
9			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.
10			
Subcontractor Firm/Leasing Agency Name	Address		Telephone No.

(Use additional pages if necessary.)

**6.6 EXPERIENCE OF BIDDER**

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

#1	Agency	MARTIN COUNTY General Services
	Address	2401 SE MONTEREY ROAD STUART FL 34996
	City, State, ZIP	STUART FL 34996
	Contact Person	HAROLD MARLEY
	Telephone	288 5400
	Date(s) of Contract	Dec 2010 - Feb 2015
	Dollar Value of Contract	245,000
#2	Agency	MARTIN COUNTY engineering
	Address	2401 SE MONTEREY ROAD
	City, State, ZIP	STUART FL 34996
	Contact Person	Darrell wright
	Telephone	288 5400
	Date(s) of Contract	JAN 2010 - CURRENT
	Dollar Value of Contract	1,000,000
#3	Agency	CITY OF STUART
	Address	121 SW FLAGLER AVE
	City, State, ZIP	STUART FL 34994
	Contact Person	MILTON LEGGETT
	Telephone	288 1292
	Date(s) of Contract	JAN 2011 - CURRENT
	Dollar Value of Contract	150,000

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA  
by: Drew Ashley, Branch Manager  
*(print individual's name and title)*  
for: VALLEYCREST LANDSCAPE MAINTENANCE  
*(print name of entity submitting sworn statement)*  
whose business address is: 3340 SE DIXIE Highway STUART 34997  
and (if applicable) its Federal Employer Identification Number (FEIN) is: 954194223  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).



**6.8 PROPOSAL CHECKLIST FORM**

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

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

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

COMPANY NAME: ValleyCrest Landscape Maintenance

**BID BOND**

WESTCHESTER FIRE INSURANCE COMPANY

A

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENTS, That VALLEYCREST LANDSCAPE MAINTENANCE, INC. (hereinafter called the **Principal**), as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter called the **Surety**), as Surety, are held and firmly bound unto THE CITY OF STUART (hereinafter called the **Obligee**), in the sum of Ten percent of amount bid. (\$ 10% of Amount Bid ) for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated 12/16/15, for purpose RFP #2016-159; Landscape Maintenance Services

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect. This obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 14th day of December, 2015.

VALLEYCREST LANDSCAPE MAINTENANCE, INC.

Principal

By: [Signature] (SEAL)

WESTCHESTER FIRE INSURANCE COMPANY

By: [Signature] (SEAL)  
Simone Gerhard, Attorney-in-Fact

[Signature]  
Witness

[Signature]

Marina Tapia, Witness Witness

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

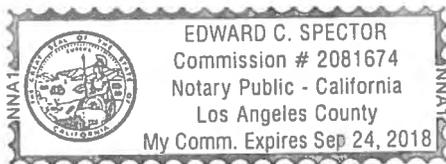
County of Los Angeles

On DEC 14 2015 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Edward C. Spector, Notary Public



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

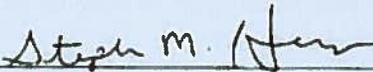
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

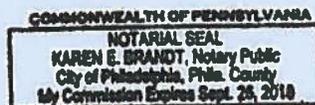


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

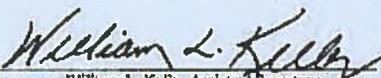


  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 20 day of DEC 14 2015



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.





## ► FLORIDA GREEN INDUSTRY BEST MANAGEMENT PRACTICES (BMP)

The laws in Florida are changing and the State will soon require landscape operators to be BMP (Best Management Practices) certified to apply fertilizers, handle herbicides and to qualify to provide service to the Government Services Groups. ValleyCrest has started this process and have a large portion of our Supervisory Team certified. We have included the Supervisors that will be involved in your community:

ValleyCrest Landscape Maintenance of Stuart BMP certifications:

Dr. Barry Troutman BMP certified instructor #T-GV001482

John Rose, Branch Manager, BMP Certified

## ► ValleyCrest Best Management Practices (BMP) & IPM Leader

**Dr. Barry Troutman – Vice President, Technical Services**



Dr. Barry Troutman, Ph.D., is ValleyCrest's Technical Services Director for the East Coast. Based in Orlando, the technical services team is one of our company's greatest assets. Dr. Troutman designs and reviews all custom fertilizer and insect control programs for clients similar to Village Walk. Committed to fostering knowledge and support, Dr. Troutman is available to consult with any ValleyCrest client interested in building technical awareness with its employees and customers. Dr. Troutman oversees our IPM program and all chemicals and fertilizers approved for use by ValleyCrest Team Members. Working with the University of Florida, Dr. Troutman is an active member of the research Team involved in BMP and major environmental issues that drive our State today, turf issues and types, insect resistance and water management.

Dr. Troutman serves on the Editorial Advisory Board for Landscape Management magazine. As one of the industry's leading trade publications, Landscape Management's technical and operations focus makes it one of the media's finest resources for turf trends, news, and information. Dr. Troutman is also a director of the Georgia Turfgrass Association.

Prior to joining ValleyCrest, Dr. Troutman served as Training Director for PLCAA (Professional Lawn Care Association of America). He was also Research Weed Scientist and Technical Director for ChemLawn, a research scientist and adjunct professor of Turf Grass Science, and past president of the Georgia Turf Grass Association. In addition to receiving his doctorate in Weed Science from the University of Arkansas, his academic credentials include a MS in Turf Grass Management from the University of Rhode Island and BS in Botany from Ohio State University.

MARTIN COUNTY ORIGINAL  
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

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

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession  
or occupation of LANDSCAPE/LAWN MAINT  
at location listed for the period beginning on the

24 Day of SEPTEMBER

AND ENDING SEPTEMBER 30 2016

11 2014 90903.0001 PAID

Account 2009-267-0019 Cert  
Phone (772)220-3676 Sic No 561730  
Location 3340 SE DIXIE HWY MAR



ZINO, ROGER  
VALLEYCREST LANDSCAPE MAINT INC  
24151 VENTURA BLVD  
CALABASAS, CA 91302

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ValleyCrest Landscape Maintenance</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>3340 SE Dixie Hwy.</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Stuart, FL 34997</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
OR													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> </tr> </table>	9	5	-	4	1	9	4	2	2	3			
9	5	-	4	1	9	4	2	2	3				

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

### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ _____
------------------	----------------------------	--------------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400



Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI BMP Office of the Florida-Friendly Landscaping™ Program at (352) 273-4517 or email [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu).

John L. Rose  
ValleyCrest Landscape Maintenance  
3340 SE Dixie Hwy  
Stuart, FL 34997

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**John L. Rose**

GV3698-3

GV3698

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM



## Certificate of Training Best Management Practices Florida Green Industries

GV3698-3

Certificate #

GV3698

Trainee ID #

The undersigned hereby acknowledges that

**John L. Rose**

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

Donald B. King  
Issuer

F. Burkey

Instructor

2/22/2012

Date of Class

Keestine P. Jones

DEP Program Administrator

Not valid without seal



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400



Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS). A photocopy of this certificate is required with the application for the new license, so keep this document for future use

Instructions and form: <http://www.safepesticideuse.com/aes-ent/licenseandcert.html>

For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

GI-BMP Trainee ID:	GV2164
Certification date:	1/29/2008
Test Score:	90%

William Clarke  
ValleyCrest Landscape Maintenance  
3340 SE Dixie Hwy  
Stuart, FL 34997






## Certificate of Training Best Management Practices Florida Green Industries

GV2164-1

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Certificate #

GV2164

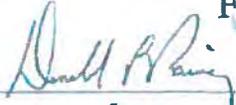
---

Trainee ID #

The undersigned hereby acknowledges that

### William Clarke

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




---

Issuer

B. Troutman

---

Instructor

1/29/2008

---

Date of Class




---

DEP Program Administrator

Not valid without seal

State of

Florida



Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control

**CERTIFIED PEST CONTROL OPERATOR**

Number: JF169553

JOHN L ROSE

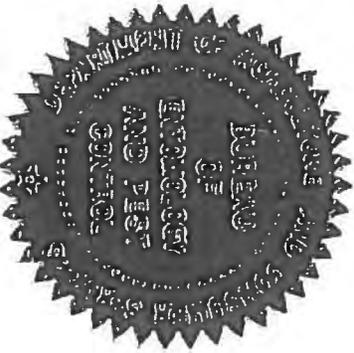
*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn and Ornamental*

*in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this signature at Tallahassee, Florida on June 23, 2009*

*Richard S. Pyle*  
*Chief Bureau of Entomology and Pest Control*



*Charles H. Bronson*

Charles H. Bronson  
Commissioner of Agriculture

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

Date: July 2, 2015  
File No.: JB160778  
Expires: May 31, 2016

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 31, 2016

3340 SE DIXIE HWY  
STUART, FL 34997  
VALLEY CREST LANDSCAPE MAINTENANCE INC  
3340 SE DIXIE HWY  
STUART, FL 34997

Lawn and Ornamental

*Adam H. Putnam*  
ADAM H. PUTNAM, COMMISSIONER

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

VALLEY CREST LANDSCAPE MAINTENANCE INC  
3340 SE DIXIE HWY  
PEST CONTROL FIRM  
JB160778

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 31, 2016

*Adam H. Putnam*  
Signature  
COMMISSIONER

Wallet Card - Paid Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

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

Date  
March 12, 2014

File No.  
LF216975

Expires  
March 11, 2018

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: March 11, 2018

JOHN L ROSE  
4426 SW OAK HAVEN LANE  
PALM CITY, FL 34990

  
ADAM H. PUTNAM, COMMISSIONER



International  
Society  
of Arboriculture™  
**ISA Certified Arborist®**

**Robert Gresham, Jr.**

Certificate Number

FL-8432A

Expiration Date:

Dec 31, 2015



3340 SE Dixie Highway  
Stuart, FL 34997  
tel: 772-220-3676  
fax: 772-287-1164

[www.valleycrest.com](http://www.valleycrest.com)

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December 15, 2015

Statement of Non-Collusion

The City of Stuart  
300 SW St Lucie Avenue  
Stuart, Florida 34994

The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

Valleycrest has no Conflict with the City

Thank you for the opportunity,

A handwritten signature in blue ink, appearing to read "Brett C. Ashley", is written over the typed name.

Brett Ashley  
Branch Manager



South Florida Chapter

# *Certificate of Completion*

this certifies that

*George Szabo*

Valleycrest

has successfully completed

## **MOT Workzone Traffic Control: Intermediate Level**

*Ralph Kindig Jr.*

Instructor

*May 19, 2010*

Completion Date

# United Safety Council

This is to certify that:

**Jose Vera**

Has successfully completed 16 hours of training in

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

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

Date: May 15, 2012

Expiration: May 15, 2016

*Roger Sanders*  
Roger Sanders  
Instructor



*Glenn Victor*  
Glenn Victor  
Occupational Safety Director

**Florida Department of Agriculture and Consumer  
Services**

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

**70333**

**Business Mailing Address:**

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
DBA: VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
24151 VENTURA BLVD  
CALABASAS, CA 91302-1449

**Location Address:**

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
3340 SE DIXIE HWY  
STUART, FL 34997-5241

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

-----  
Cut Here  
-----



**POST LICENSE  
CONSPICUOUSLY**

**State of Florida**  
**Department of Agriculture and Consumer Services**  
Division of Marketing and Development/Bureau of License and Bond  
850-488-4101  
Tallahassee, Florida

**Issue Date:** 04/09/2014  
**Fee Amt Paid:** \$2,400  
**FEIN:** 95-4194223  
**Effective Date:** 04/11/2014

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

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

**License #** 70333 - 150  
VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
DBA: VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
3340 SE DIXIE HWY  
STUART, FL 34997-5241

**Commodity Code:** 1  
**Bonding Company:** SAFECO INS. CO. OF AMERICA  
**Bond Amount:** \$100,000

**Field Representatives:** BRADFORD ROBSON

**ADAM H. PUTNAM**  
COMMISSIONER OF AGRICULTURE

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

# VALLEYCREST - AT A GLANCE

**1949**

Year founded



**11,000**

Best trained and tenured people in the industry



### Services

- ✓ Landscape Design
- ✓ Landscape Construction
- ✓ Landscape Maintenance
- ✓ Tree Care
- ✓ Enhancements
- ✓ Water Management



**7,000**

Properties maintained nationwide

**8,000**

Pieces of equipment operated daily



**88%**

Customer retention rate in maintenance operations nationally



**150+**

Locations nationwide



**25,000**

Hours of classroom training in 2011

**87%**

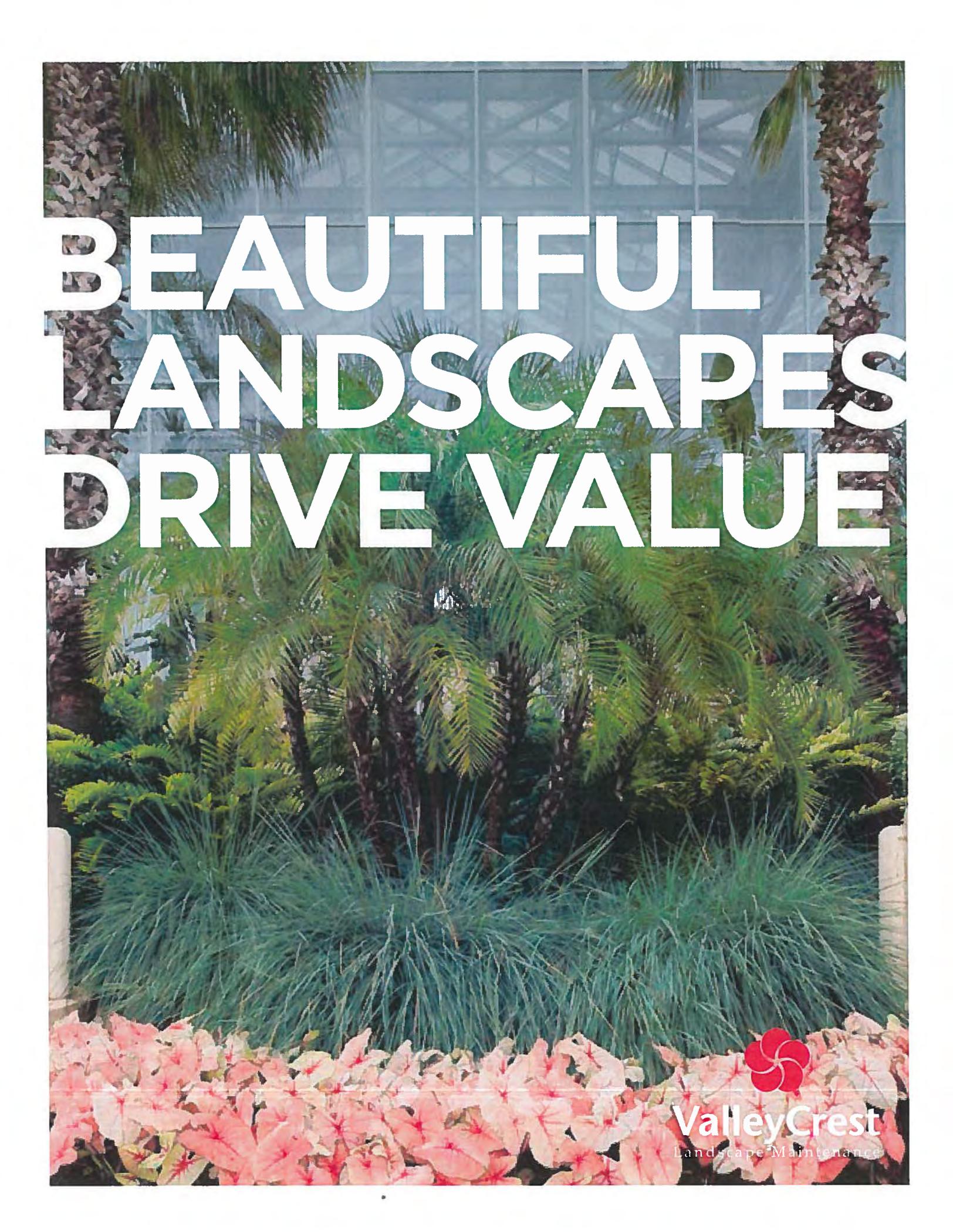
Satisfied or Highly Satisfied customers in maintenance operations



**162**

Managers with average tenure of 12 years



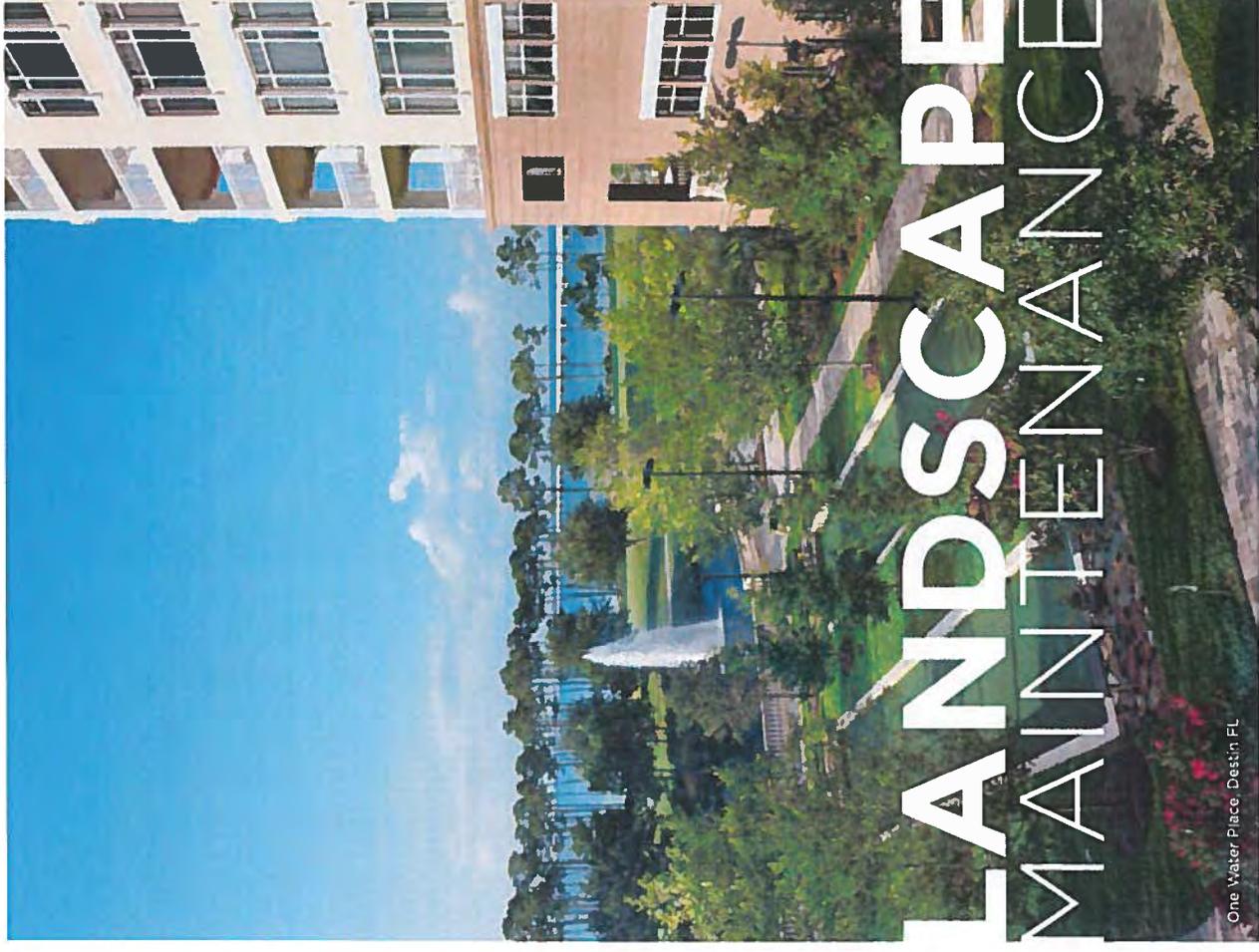


# BEAUTIFUL LANDSCAPES DRIVE VALUE



**ValleyCrest**  
Landscape Maintenance

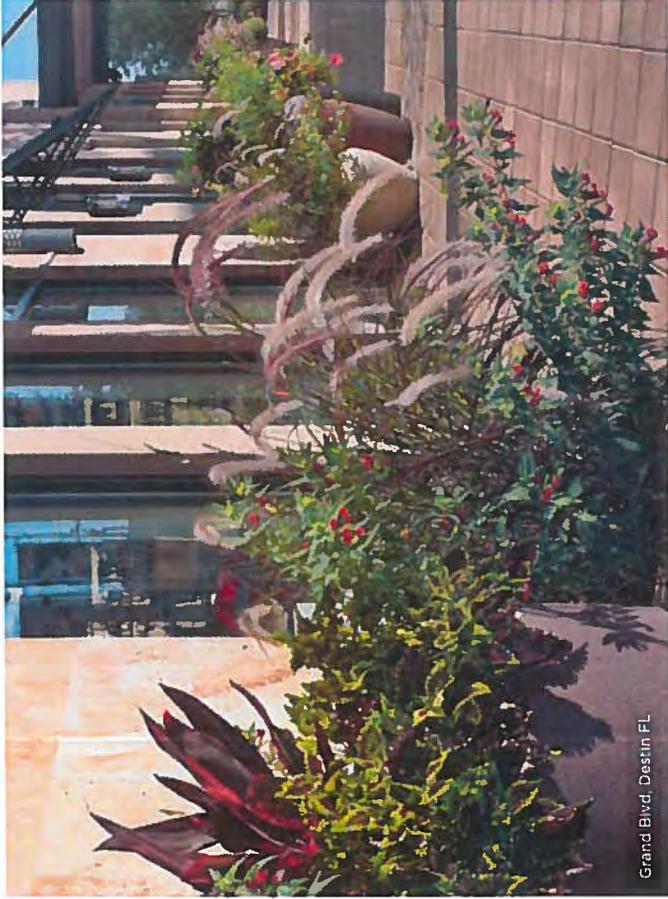
**ValleyCrest Landscape Maintenance** is the trusted caretaker of Florida's most beautiful landscaped environments. From the inspired grounds of a master-planned community to the tropical splendor of a resort hotel, landscapes enhance the way we live, work and play. As an experienced partner delivering both local expertise and national resources in Florida, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. Once we understand your needs, expectations and the scope of work, we'll create a customized maintenance program, execute it relentlessly, and then proactively enhance your landscape over time to meet your long-term economic and aesthetic goals. Backed by the strength of the nation's largest landscape services company also offering design and installation, we are known for vast horticultural knowledge, innovative problem solving, high standards in safety and a 60-year track record for outstanding work. When you develop a relationship with ValleyCrest, you'll partner with local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value. 🌿



## LANDSCAPE MAINTENANCE

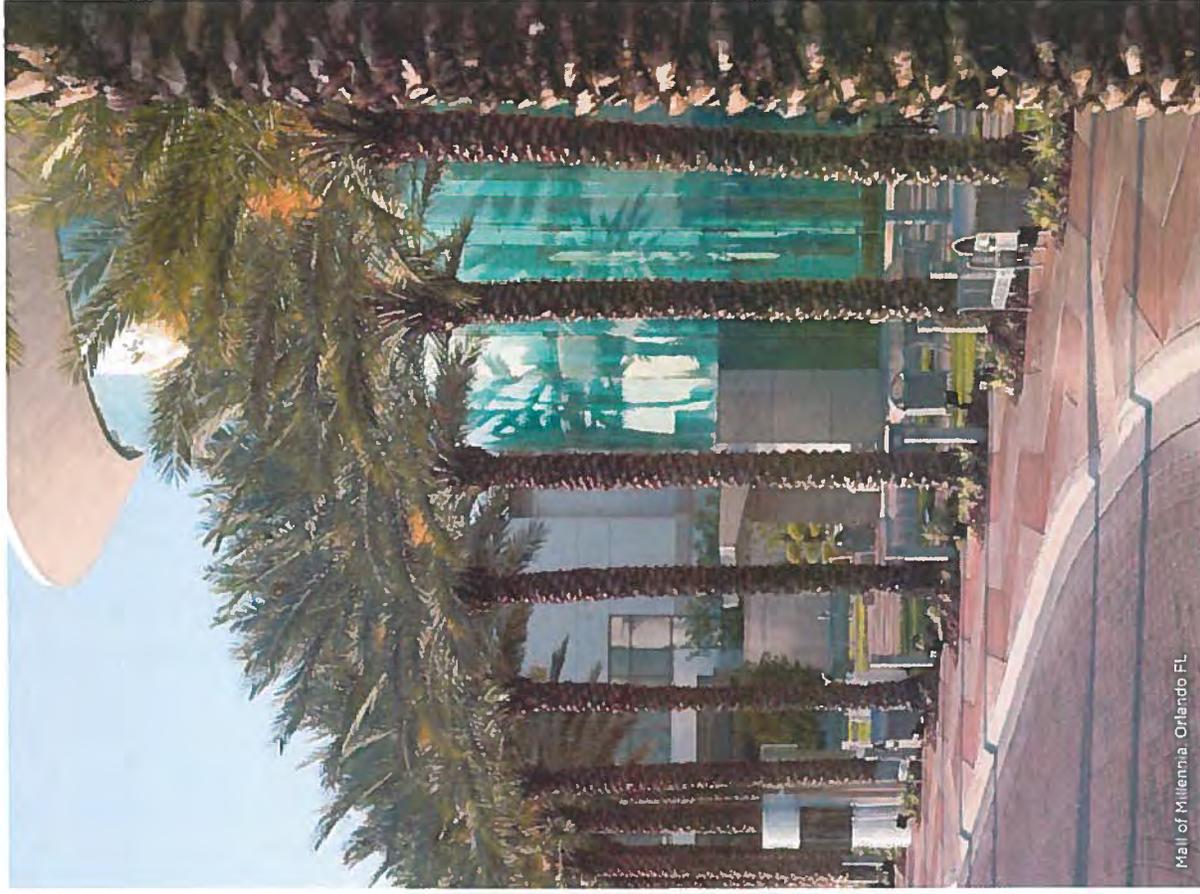
**GO GREEN, SAVE MONEY** More and more customers in Florida are realizing the cost-saving advantages to going 'green'. As experts in landscape sustainability, we'll show you how to reduce water use, recycle green waste, and convert turf to succulents while enjoying significant savings from the use of drought-tolerant plants. We can also counsel you on how to retrofit your landscape to score additional points in the LEED®-certification process.

- Exterior landscape maintenance
- Landscape renovation and enhancement
- Turf and ornamental maintenance
- Irrigation systems/water management
- Seasonal color design and installation
- Fertilization, weed and pest management
- Tree care
- Storm preparedness and response

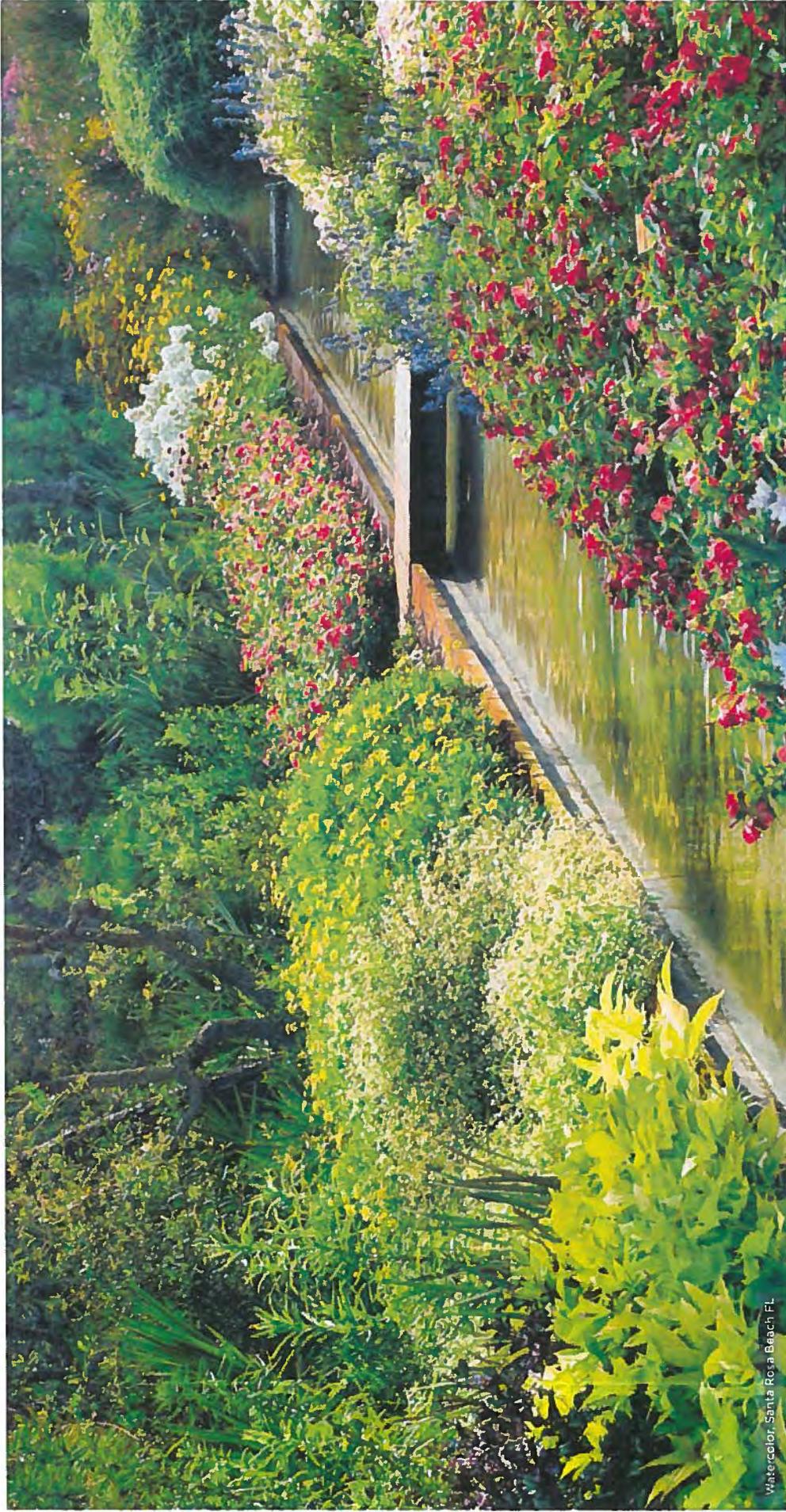


Grand Blvd, Destin FL

**HEALTHY TREES BUILD VALUE** Trees are valuable assets requiring professional care. Our certified arborists can diagnose potential issues and suggest cost-effective programs to preserve the health and beauty of your trees. We can perform standalone work on a project basis—or customize an integrated, proactive tree management program of regular inspections, preventive maintenance, scheduled pruning and timely fertilization.



Mall of Millennia, Orlando FL



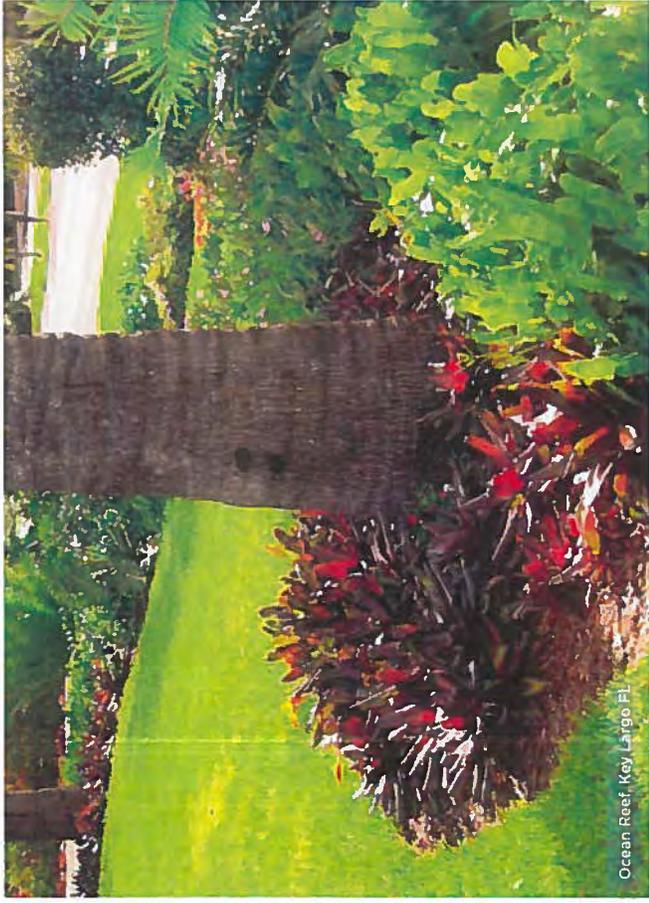
Watercolor, Santa Rosa Beach, FL

**WATER- SAVING SOLUTIONS** Whether it's drought, new usage restrictions or vanishing supplies, it's obvious that water is a limited resource. We must use wisely. With expert tree irrigation experts and leading-edge technologies, we'll help you save money and conserve this limited natural resource. From suggesting drought-tolerant plants to evaluating and even retrofitting your current irrigation system with the latest technology, our expert recommendations will reduce consumption and cut your overall costs.

**STORMS HAPPEN** Since severe storms and hurricanes are a way of life in Florida, we encourage you to be prepared. Pruning or thinning your tree canopy prior to a storm dramatically minimizes the risk of damage to the tree and nearby built structures. Proactive pruning is also far less costly than the expense of an emergency response situation. Following a storm, we are best equipped to respond swiftly because of our large size. We also have a 24/7 communications infrastructure in place for when service goes out, enabling us to assess property damage and provide timely clean-up.

**ENHANCEMENT EXPERTS** Landscapes are living organisms and will require enhancements over time to look their best. We have the ability to both design and install enhancements, including everything from seasonal color rotations to an entirely new look for your property. And because a picture is worth a thousand words, our state-of-the-art imaging software will help you visualize it all. **SAFETY AND PROFESSIONALISM MATTER** The safety of our customers, general public and employees is of paramount importance. We ensure safety through weekly training, monthly reviews and quarterly performance meetings. As professional as we are, safe, our uniformed employees work in a courteous manner while aiming to be as quiet and minimally intrusive as possible.

**LOCAL CARE, NATIONAL REACH** With our nationwide resources and local offices up and down the Florida coast, we're able to attract and train the best talent. Our people are a dedicated group who work hard and enjoy advancement opportunities. You'll notice that ValleyCrest teams are committed to ensuring that all your landscape needs are covered knowing that your success is our success. Well versed in the nuances of Florida's unique climate and plant life, our people are empowered to do whatever it takes to address your concerns. If there's ever an issue that can't be resolved locally, there's a good chance that a ValleyCrest professional from another part of the country will have had a similar experience and can lend their expertise to finding the appropriate solution.

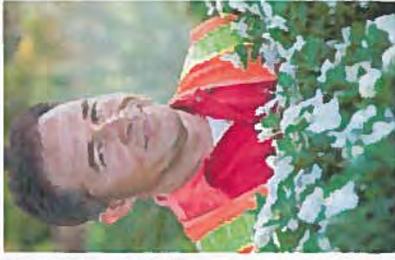


Ocean Reef, Key Largo, FL



Gaylord Palms, Kissimmee, FL

**YOU DESERVE THE BEST TALENT** As one of the most tenured workforces in the country, our people are innovative problem solvers dedicated to ensuring your complete satisfaction. When you partner with us, we put the best-qualified people on your job and keep them there. With an expert understanding of your landscape, we will establish with you an ongoing and proactive dialogue designed to optimize your landscape's long-term vitality.



Independence, Orlando FL



# City of Stuart

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

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

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

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

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## ADDENDUM #1

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

### A. Responses and Clarification to Vendor Questions

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

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

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



Lenora Darden, CPPB  
Procurement Manager  
City of Stuart, Florida

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



Signature

Valleycrest Landscape Maint.

Firm

12-15-2015

Date

BASHLEY@valleycrest.com

Email Address

**ATTACHMENT A**  
**RETENTION PONDS**







Retention Pond #4

Retention Pond #5

Retention Pond #6

FEDERAL

ATLANTA

JOHN JEFFERSON

DOW

**ATTACHMENT B**  
**PUBLIC SAFETY**

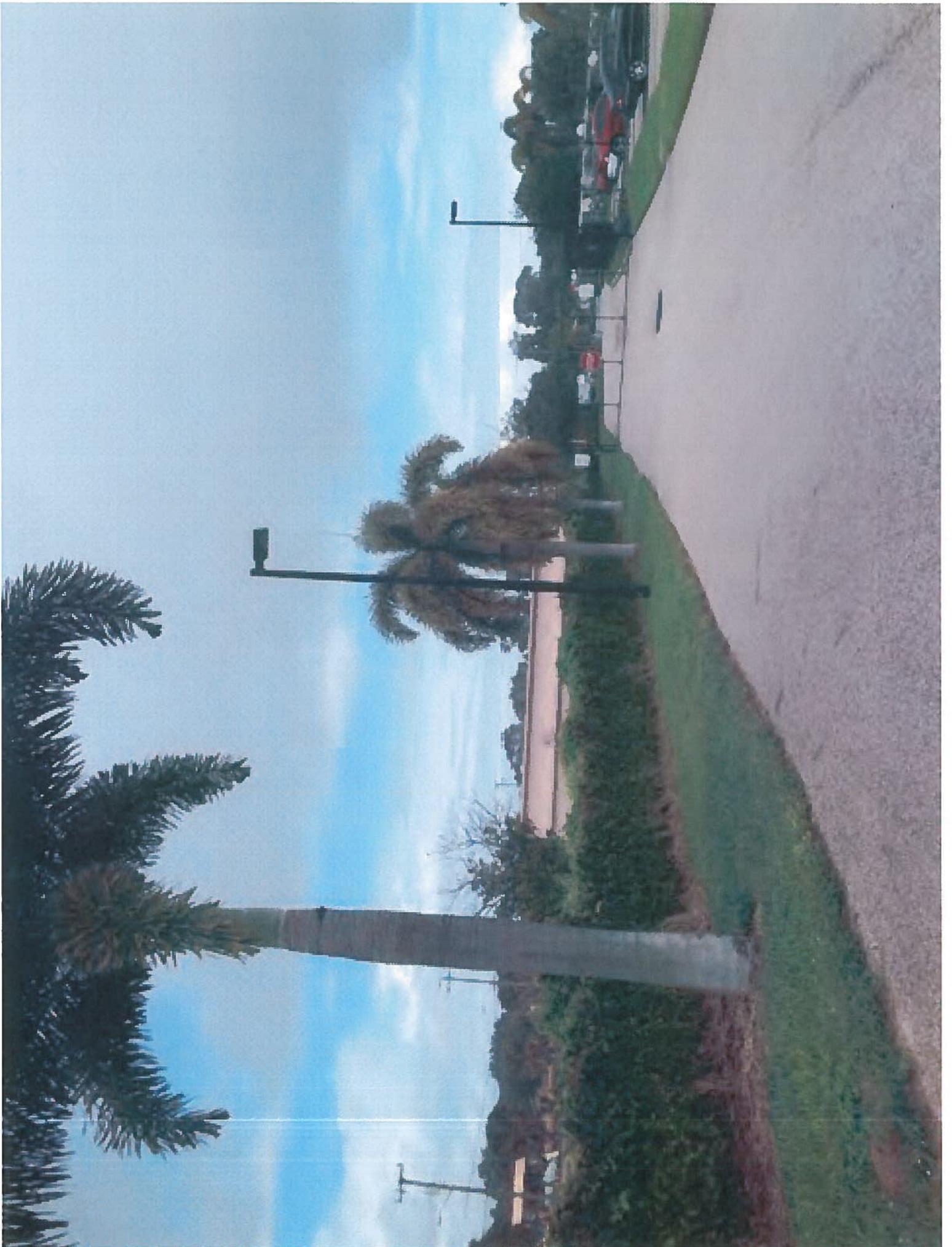




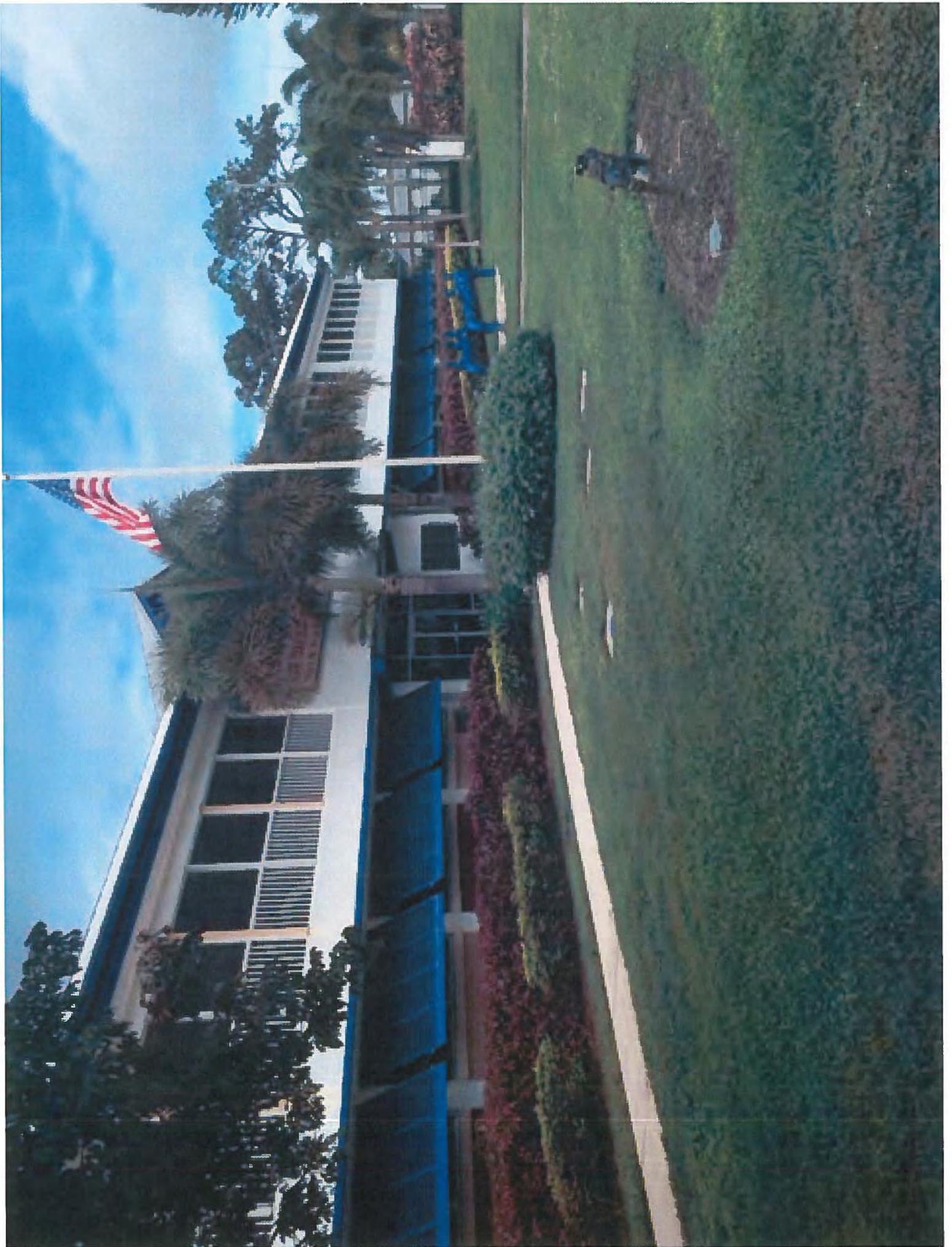








**ATTACHMENT C**  
**WATER TREATMENT PLANT**











## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

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

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

<b>GROUP 1 - SAILFISH CIRCLE</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600	
2	Control Weeds	12	Monthly	\$ 100	\$ 1200	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 161	\$ 1932	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 20	\$ 240	
5	Mulching	12	Monthly	\$ 33	\$ 396	
6	Fertilizing	12	Monthly	\$ 18.75	\$ 225	
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 33	\$ 396	
<b>Group 1: Sailfish Circle (Items 1-7)</b>					<b>\$ 7,989.00</b>	
<b>GROUP 2 - STUART FLAGLER AVENUE CENTER, PARK &amp; FEED STORE LANDSCAPING</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 400	\$ 4800	
2	Control Weeds	12	Monthly	\$ 200	\$ 2400	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 400	\$ 4800	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 350	\$ 4200	
5	Mulching	12	Monthly	\$ 220	\$ 2640	

6	Fertilizing	12	Monthly	\$ 99	\$ 1188
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 246	\$ 2952
<b>Group 2: Stuart Flagler Avenue Center, Park &amp; Feed Store (Items 1-7)</b>					<b>\$22,980.00</b>
<b>GROUP 3 – EVANS CRARY BRIDGE LANDSCAPING MEDIANS, ROW'S AND RETENTION PONDS</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 350	\$ 4200
2	Control Weeds	12	Monthly	\$ 100	\$ 1200
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 60	\$ 720
5	Mulching	12	Monthly	\$ 21	\$ 252
6	Fertilizing	12	Monthly	\$ 21	\$ 252
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 33	\$ 396
<b>Group 3 Evans Crary Bridge Landscaping Medians, Row's &amp; Retention Ponds: (Items 1-7)</b>					<b>\$8,220.00</b>
<b>GROUP 4 – RIVERSIDE DRIVE MEDIAN LANDSCAPE (INCLUDING PELICAN, LARK, MANGO, MARTIN, RIVERSIDE &amp; MENNINGER PARK</b>					
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000
2	Control Weeds	12	Monthly	\$ 500	\$ 6000
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 1485	\$ 17820
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 100	\$ 1200
5	Mulching	12	Monthly	\$ 205	\$ 2460
6	Fertilizing	12	Monthly	\$ 100	\$ 1200
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 100	\$ 1200
<b>Group 4 Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside &amp; Menninger Park: (Items 1-7)</b>					<b>\$35,880.00</b>

<b>GROUP 5 – EAST 10<sup>TH</sup> STREET COMMUNITY CENTER LANDSCAPE</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600	
2	Control Weeds	12	Monthly	\$ 151	\$ 1812	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 30	\$ 360	
5	Mulching	12	Monthly	\$ 35	\$ 420	
6	Fertilizing	12	Monthly	\$ 12	\$ 144	
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 15	\$ 180	
<b>Group 5- East 10<sup>th</sup> Street Community Center Landscape: (Items 1-7)</b>					<b>\$ <u>7,716.00</u></b>	
<b>GROUP 6 – SEVEN RETENTION PONDS ON BOTH SIDES OF THE ROOSEVELT BRIDGE</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 1250	\$ 15000	
2	Control Weeds	12	Monthly	\$ 50	\$ 600	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 150	\$ 1800	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 150	\$ 1800	
5	Mulching	12	Monthly	\$ 50	\$ 600	
6	Fertilizing	12	Monthly	\$ 20	\$ 240	
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ NA	\$ NA	
<b>Group 6- (7) Retention Ponds On Both Sides of Roosevelt Bridge: (Items 1-7)</b>					<b>\$ <u>20,040.00</u></b>	
Retention Area 1. On west side of Highway US 1 just south of Wright Blvd. NW Fork Rd. Retention Area 2. On north side of the St. Lucie River just under the new Roosevelt Bridge, west of State Road 707. Gravel retention area at Palm Street. Retention Area 3. On north side of the St. Lucie River just north of the old Roosevelt Bridge between the Florida East Coast Railroad tracks and State Road 707. From old Roosevelt Bridge to Palm St. Retention Area 4. On south side of the St. Lucie River, under the new Roosevelt Bridge and south of the old Roosevelt Bridge between State Road 707 and the Florida East Coast Railroad tracks. Retention Area 5. On south side of the St. Lucie River, east of the new Roosevelt Bridge & west of State Road 707. Retention Area 6. On south side of the St. Lucie River, west of the new Roosevelt Bridge and east of Atlanta Avenue/Anchorage Way. Retention Area 7. On north side of the Roosevelt Bridge, just south of Wright Blvd on Dixie Hwy, on east side of the bridge.						

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 1700	\$ 20400
2	Control Weeds	12	Monthly	\$ 150	\$ 1800
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 350	\$ 4200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 500	\$ 6000
5	Mulching	12	Monthly	\$ 135	\$ 1620
6	Fertilizing	12	Monthly	\$ 160	\$ 1920
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 470	\$ 5640
<b>Group 7-US#1 from Indian St. to Wright Blvd, including Median at SR 5A Cutoff Rd, Median @ Palm City Rd, &amp; Roosevelt Bridge Concrete Medians: (Items 1-7)</b>					<b>\$ 41,580.00</b>

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000
2	Control Weeds	12	Monthly	\$ 565	\$ 6780
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 500	\$ 6000
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ NC	\$ NC
5	Mulching	12	Monthly	\$ 50	\$ 600
6	Fertilizing	12	Monthly	\$ 62	\$ 744
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 12	\$ 144
<b>Group 8-Palm Beach Road Medians And Swales Landscape: (Items 1-7)</b>					<b>\$ 20,268.00</b>

**GROUP 9 – WATER PLANT**

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600

2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 300	\$ 3600
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ NC	\$ NC
5	Mulching	12	Monthly	\$ 12	\$ 144
6	Fertilizing	12	Monthly	\$ 85	\$ 1020
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 13	\$ 156

**Group 9- Water Plant: (Items 1-7)**     \$ 10,920.00

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 300	\$ 3600
2	Control Weeds	12	Monthly	\$ 50	\$ 600
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 50	\$ 600
5	Mulching	12	Monthly	\$ 44	\$ 528
6	Fertilizing	12	Monthly	\$ 50	\$ 600
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 45	\$ 540

**Group 10— Colorado Mini-Park & Kiwanis Park & Ride (Located at Colorado Avenue & Old Dixie Highway: (Items 1-7)**     \$ 7,668.00

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

Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 292	\$ 3504
2	Control Weeds	12	Monthly	\$ 308	\$ 3696
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 10	\$ 120

5	Mulching		12	Monthly	\$ 104	\$ 1248
6	Fertilizing		12	Monthly	\$ 106.25	\$ 1275
7	Herbicides, Insecticides & Sterilants		12	Monthly	\$ 175	\$ 2100
<b>Group 11– Kanner Highway From US-1 to Monterey Road: (Items 1-7)</b>						<b>\$ <u>13,143.00</u></b>
<b>GROUP 12 – PUBLIC SAFETY COMPLEX</b>						
<b>Item No.</b>	<b>Description/Location</b>		<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses		12	Monthly	\$ 400	\$ 4800
2	Control Weeds		12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')		12	Monthly	\$ 200	\$ 2400
4	Pruning Trees & Shrubs (with c.t. over 8')		12	Monthly	\$ NC	\$ NC
5	Mulching		12	Monthly	\$ 125	\$ 1500
6	Fertilizing		12	Monthly	\$ 85	\$ 1020
7	Herbicides, Insecticides & Sterilants		12	Monthly	\$ 165	\$ 1980
<b>Group 12- Public Safety Complex: (Items 1-7)</b>						<b>\$ <u>14,100.00</u></b>
<b>GROUP 13 – MARTIN LUTHER KING JR./OLD DIXIE HIGHWAY INTERSECTION LANDSCAPING AND LOT ON SOUTHWEST CORNER</b>						
<b>Item No.</b>	<b>Description/Location</b>		<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>
1	Turf Grasses		12	Monthly	\$ 300	\$ 3600
2	Control Weeds		12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')		12	Monthly	\$ 100	\$ 1200
4	Pruning Trees & Shrubs (with c.t. over 8')		12	Monthly	\$ NC	\$ NC
5	Mulching		12	Monthly	\$ 125	\$ 1500
6	Fertilizing		12	Monthly	\$ 105	\$ 1260
7	Herbicides, Insecticides & Sterilants		12	Monthly	\$ 35	\$ 420
<b>Group 13– Martin Luther King Jr./Old Dixie Highway Intersection Landscaping &amp; Lot On SW Corner: (Items 1-7)</b>						<b>\$ <u>10,380.00</u></b>

<b>GROUP 14 – POPPLETON CREEK PARK &amp; DOG PARK (ON CENTRAL PARKWAY)</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 500	\$ 6000	
2	Control Weeds	12	Monthly	\$ 200	\$ 2400	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 100	\$ 1200	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 100	\$ 1200	
5	Mulching	12	Monthly	\$ 50	\$ 600	
6	Fertilizing	12	Monthly	\$ 15	\$ 180	
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 30	\$ 360	
<b>Group 14-Poppleton Creek Park &amp; Dog Park: (Items 1-7)</b>					<b>\$ 11,940.00</b>	
<b>GROUP 15 – DIXIE HIGHWAY LANDSCAPING PHASE I &amp; II FROM MONTEREY ROAD TO LINCOLN AVE</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 600	\$ 7200	
2	Control Weeds	12	Monthly	\$ 500	\$ 6000	
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 370	\$ 4440	
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 268	\$ 3216	
5	Mulching	12	Monthly	\$ 350	\$ 4200	
6	Fertilizing	12	Monthly	\$ 300	\$ 3600	
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 135	\$ 1620	
<b>Group 15-Dixie Highway: (Items 1-7)</b>					<b>\$ 30,276.00</b>	
<b>GROUP 16 – AMERIGO AVENUE RETENTION PONDS &amp; MEDIAN FROM WEIR STREET TO RIVERSIDE DRIVE</b>						
<b>Item No.</b>	<b>Description/Location</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>ANNUAL COST (Qty X Unit Cost=)</b>	
1	Turf Grasses	12	Monthly	\$ 225	\$ 2700	
2	Control Weeds	12	Monthly	\$ NC	\$ NC	

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ NC	\$ NC
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ NC	\$ NC
5	Mulching	12	Monthly	\$ NC	\$ NC
6	Fertilizing	12	Monthly	\$ NC	\$ NC
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ NC	\$ NC
<b>Group 16- Amerigo Ave Retention Ponds &amp; Median: (Items 1-7)</b>					<b>\$<u>2,700.00</u></b>
<b>GROUP 17 – FRAIZER CREEK DITCH</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 180	\$ 2160
<b>Group 17-Fraizer Creek Ditch</b>					<b>\$<u>2,160.00</u></b>
<b>GROUP 18 – EAST OCEAN MEDIAN &amp; ROW FROM GEORGIA AVE TO COLORADO AVENUE</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 200	\$ 2400
2	Control Weeds	12	Monthly	\$ 200	\$ 2400
3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 200	\$ 2400
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 50	\$ 600
5	Mulching	12	Monthly	\$ 60	\$ 720
6	Fertilizing	12	Monthly	\$ 8	\$ 96
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 8	\$ 96
<b>Group 18-East Ocean Median &amp; Row from Georgia Ave to Colorado Avenue: (Items 1-7)</b>					<b>\$<u>8,712.00</u></b>
<b>GROUP 19 – COLORADO MEDIAN &amp; ROW FROM US1 TO DIXIE HWY</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Turf Grasses	12	Monthly	\$ 200	\$ 2400
2	Control Weeds	12	Monthly	\$ 100	\$ 1200

3	Pruning Trees & Shrubs (with c.t. under 8')	12	Monthly	\$ 145	\$ 1740
4	Pruning Trees & Shrubs (with c.t. over 8')	12	Monthly	\$ 250	\$ 3000
5	Mulching	12	Monthly	\$ 55	\$ 660
6	Fertilizing	12	Monthly	\$ 30	\$ 360
7	Herbicides, Insecticides & Sterilants	12	Monthly	\$ 50	\$ 600
<b>Group 19-Colorado Median &amp; Row From Us1 To Dixie Hwy: (Items 1-7)</b>					<b>\$9,960.00</b>
<b>GROUPS 20 - 24- TURF GRASS AND MANAGEMENT OF VEGETATION one cut per month</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
20	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	\$ 60	\$ 720
21	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	\$ 150	\$ 1800
22	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	\$ 150	\$ 1800
23	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	\$ 240	\$ 2880
24	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	\$ 120	\$ 1440
<b>Group 20 - 24</b>					<b>\$8,640.00</b>
<b>NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.</b>					
<b>OVERALL ANNUAL TOTAL (Groups 1-24)</b>					<b>\$295,272.00</b>

<b>GROUP 25- OPTION - SAILFISH BALL PARKS</b>					
Item No.	Description/Location	QTY	UOM	UNIT COST	ANNUAL COST (Qty X Unit Cost=)
1	Mowing Bermuda Turf	12	Monthly	\$ 2580	\$ 30960
2	Spraying	12	Monthly	\$ 225	\$ 2700
3	Fertilizing	12	Monthly	\$ 475	\$ 5700
4	Pre-Emergent Weed Applications	12	Monthly	\$ NC	\$ NC
5	Top Choice Insecticide Application Broadcast or Disc	12	Monthly	\$ 300	\$ 3600

	Injection					
6	Field Edging		12	Monthly	\$ 240	\$ 2880
7	Mole Cricket & Fire Ant Control		12	Monthly	\$ 300	\$ 3600
<b>Group 25- Sailfish Ball Parks: (Items 1-7)</b>						<b>\$ 49,440.00</b>

<b>OVERALL ANNUAL TOTAL INCLUDING OPTION: Groups 1- 25</b>	<b>\$ 344,712.00</b>
--	----------------------

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

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

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

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

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

Addendum(s) # 1 through # 1 Respondent's Initials WA

Brett C. Ashley  
(Signature)

BRETT Ashley  
(Printed Name)

Valleycrest Landscape  
Name of Company, Firm

Branch Manager  
(Printed Title)

722 220 3676  
Telephone Number

722 287 1164  
Facsimile Number

BASHLEY@valleycrest.com  
Email Address



**ValleyCrest**

Landscape Maintenance

Celebrating 50 Years

1949 - 2009

# ValleyCrest Reinvestment Plan Certificate

In the amount of

**\$5,000.00**

To

**City of Stuart**

You may apply the reinvestment bonus to any landscape project of your choosing (in partial or complete) when you sign a new landscape maintenance contract with ValleyCrest Company.  
We look forward to working with you.

March 1, 2016

Date:

Signature

This gift certificate can be used for any landscape project that is proposed by a ValleyCrest Company representative and approved by a representative for the client.  
The chosen project must be performed by ValleyCrest Company and it is contingent upon the execution and signing of a landscape maintenance contract with ValleyCrest Company. This certificate is not redeemable for cash or credit, and it is not redeemable in the event the client cancels their landscape maintenance contract with ValleyCrest Company.

**EXHIBIT B**

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



# City of Stuart

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

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

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

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

### **LANDSCAPE MAINTENANCE SERVICE**

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

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

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

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

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

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

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

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

**Publish Date: November 25, 2015**

# *Table of Contents*

<b>PART I – GENERAL INFORMATION</b> .....	3
1.1 OVERVIEW.....	3
1.2 DEFINITIONS.....	3
1.3 LOCATION OF OPENING.....	3
1.4 CONTRACT AWARD.....	3
1.5 DEVELOPMENT COSTS.....	3
1.6 INQUIRIES.....	4
1.7 TIMETABLES.....	4
1.8 DELAYS.....	4
1.9 QUALIFICATION SUBMISSION & WITHDRAWAL.....	4
1.10 ADDENDA.....	5
1.11 EQUAL OPPORTUNITY.....	5
1.12 INSURANCE.....	5
1.13 PUBLIC ENTITY CRIMES.....	5
1.14 SUSPENDED VENDOR.....	6
1.15 ASSIGNMENT & SUBCONTRACTING.....	6
1.16 PROPOSAL AS PUBLIC DOMAIN.....	6
1.17 PUBLIC RECORDS.....	6
1.18 TAXES & LICENSES.....	7
A Business Tax Receipt.....	7
B Licenses.....	7
1.19 CONTRACT TERM.....	7
1.20 CONTRACT AMENDMENT.....	7
1.21 STANDARDS/REGULATIONS.....	8
1.22 BACKGROUND INFORMATION.....	8
1.23 REFERENCES/RECORD CHECK.....	8
1.24 COMPETENCY OF RESPONDENTS.....	8
1.25 PERFORMANCE PROBATION & SUSPENSION.....	8
1.26 TERMINATION FOR CONVENIENCE.....	9
1.27 WARRANTY/GUARANTEE.....	9
<b>PART II – STATEMENT OF WORK</b> .....	9
2.1 PURPOSE.....	9
2.2 SITE INSPECTIONS.....	9
2.3 MINIMUM QUALIFICATIONS & EXPERIENCE.....	9
2.4 LOCATIONS LIST.....	11
2.5 WORK OBJECTIVE.....	12
2.6 WORKMANSHIP.....	12
2.7 MATERIALS.....	12
2.8 EQUIPMENT.....	13
2.9 STAFFING.....	13
<b>PART III – LANDSCAPE MAINTENANCE</b> .....	14
3.1 TURFGRASS.....	14
3.2 SHRUBBS, GROUND COVERS, ANNUALS.....	15
3.3 TREES & PALMS.....	16
3.4 MULCH.....	17
3.5 FERTILIZATION.....	17
3.6 HERBICIDES, INSECTICIDES, STERILANTS & ANIMAL TRAPS.....	19
3.7 SPRINKLER SYSTEM & WATERING.....	20
3.8 SAILFISH BALL PARK OPTIONAL.....	21
3.9 ARCHITECTURAL LANDSCAPE ELEMENTS.....	22
3.10 GENERAL CLEAN-UP.....	22

3.11	TRAFFIC CONTROL.....	22
3.12	MISC SPECIFICATIONS/ACKNOWLEDGMENTS .....	22
3.13	BONDS .....	22
	A    Bond Guarantee .....	22
	B    P & P Bonds.....	23
3.14	BUSINESS OPERATIONS .....	23
	A    Hours of Operation.....	23
	B    Inclement Weather Conditions.....	23
	C    Observed Holidays.....	23
 <b>PART IV – INSTRUCTIONS FOR PREPARING SUBMISSIONS .....</b>		<b>23</b>
4.1	RULES FOR SUBMISSION .....	23
4.2	PROPOSAL FORMAT .....	23
	Letter of Transmittal.....	24
	T1    Qualifications/Knowledge/Experience.....	24
	T2    Operational Plan.....	24
	T3    Proposal Form.....	24
	T4    Insurance .....	24
	T5    Past Performance in similar activities in Florida.....	25
	T6    Submittal Information & Forms .....	25
	T7    Disclosure Statements .....	25
	T8    Optional Information.....	25
	T9    Addenda .....	25
 <b>PART V – EVALUATION OF SUBMISSIONS .....</b>		<b>26</b>
5.1	EVALUATION METHOD AND CRITERIA .....	26
	A    General .....	26
	B    Selection.....	26
	C    Presentations .....	26
	D    Contract Award.....	26
	E    Terms & Conditions.....	26
	F    Contact Person .....	27
	G    Purchasing Card Program .....	27
 <b>PART VI – RFP SUBMITTALS .....</b>		<b>28</b>
6.1	PROPOSAL FORM .....	28
6.2	INSURANCE REQUIREMENTS .....	38
6.3	QUESTIONNAIRE FORM .....	40
6.4	SAFETY STANDARDS CERTIFICATION .....	41
6.5	SUBCONTRACTORS/LEASED LABOR LIST .....	42
6.6	EXPERIENCE OF BIDDER.....	43
6.7	PUBLIC ENTITY CRIMES .....	44
6.8	PROPOSAL CHECKLIST FORM .....	46
6.9	STATEMENT OF NO BID .....	47
6.10	SAMPLE AGREEMENT.....	48

## **PART I GENERAL INFORMATION**

### **1.1 OVERVIEW**

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

### **1.2 DEFINITIONS**

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

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

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

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

### **1.4 CONTRACT AWARD**

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

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

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

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

### **1.5 DEVELOPMENT COSTS**

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

## 1.6 INQUIRIES

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

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

## 1.7 TIMETABLES

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

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

## 1.8 DELAYS

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

## 1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

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

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

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

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

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

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

**1.10 ADDENDA**

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

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

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

**1.11 EQUAL OPPORTUNITY**

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

**1.12 INSURANCE**

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

**1.13 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

#### **1.14 SUSPENDED VENDOR**

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

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

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

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

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

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

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

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

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

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

**1.19 CONTRACT TERM**

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

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

**1.20 CONTRACT AMENDMENT**

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

## **1.21 STANDARDS/REGULATIONS**

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

## **1.22 BACKGROUND INFORMATION**

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

## **1.23 REFERENCES/RECORD CHECK**

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

## **1.24 COMPETENCY OF RESPONDENTS**

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

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

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

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

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

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

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

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

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

#### **2.1 PURPOSE**

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

#### **2.2 SITE INSPECTIONS**

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

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

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

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

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

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

## 2.4 LOCATIONS LIST

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

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

## **2.5 WORK OBJECTIVE**

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

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

## **2.6 WORKMANSHIP**

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

## **2.7 MATERIALS**

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

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

## **2.8 EQUIPMENT**

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

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

## **2.9 STAFFING**

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

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

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

## **PART III LANDSCAPE MAINTENANCE**

### **3.1 TURFGRASS**

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

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

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

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

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

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

### 3.2 SHRUBS, GROUND COVERS, ANNUALS

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

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

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

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

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

### **3.3 TREES AND PALMS**

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

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

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

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

### 3.4 MULCH

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

### 3.5 FERTILIZATION

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

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

**B. Sod**

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

**C. Trees, Shrubs & Groundcover**

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

**D. Palms**

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

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

#### A. Conditions For Use

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

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

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

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

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

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

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

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

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

### 3.8 SAILFISH BALL PARK-OPTIONAL

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

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

- H. There are 4.6 acres of Athletic Turf:

Field 1= 2.5 acres  
 Field 2= .85 acres  
 Field 3= .4 acres  
 Field 4= .85 acres

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

### **3.9 ARCHITECTURAL LANDSCAPE ELEMENTS**

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

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

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

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

### **3.11 TRAFFIC CONTROL**

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

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

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

### **3.13 BONDS**

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

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

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

### 3.14 **BUSINESS OPERATIONS**

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

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

## PART IV INSTRUCTIONS FOR PREPARING SUBMISSIONS

### 4.1 **RULES FOR SUBMISSIONS**

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

### 4.2 **PROPOSAL FORMAT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART V EVALUATION OF SUBMISSIONS

### 5.1 EVALUATION METHOD AND CRITERIA

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

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

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

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

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

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

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

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

## PART VI RFP SUBMITTALS

### 6.1 COMPENSATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GROUP 9 – WATER PLANT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Group 15-Dixie Highway: (Items 1-7) \$ \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.2 INSURANCE REQUIREMENTS

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

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

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

**6.3 QUESTIONNAIRE FORM**

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

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

---

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

---

---

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

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

➤ 

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➤ 

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➤ 

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➤ 

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

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

---

---

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

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

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**6.4 SAFETY STANDARDS CERTIFICATION**

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

Signed, Sealed and Witnessed in the Presence of:

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

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

(Firm Name)

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

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

(Signature)

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

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

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

(Affix Seal)

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

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

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

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

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

6.5 **SUBCONTRACTORS/LEASED LABOR LIST**

(Check one of the two boxes below)

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

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

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

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

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

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

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

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

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

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

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

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

(Use additional pages if necessary.)

**6.6 EXPERIENCE OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Notary Public – State of Florida

*Type of Identification* \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**6.8 PROPOSAL CHECKLIST FORM**

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

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

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

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

**6.9 STATEMENT OF NO BID**

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

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

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

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

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

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

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

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

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

**6.10 SAMPLE AGREEMENT**

**CONTRACT FOR SERVICES**

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

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

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

**I. PURPOSE OF CONTRACT**

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

**II. SCOPE OF SERVICES**

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

**Section 1. Scope of Service**

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

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

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

**Section 2. Time of Performance**

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

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

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

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

b. Earthquake.

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

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

#### **3.1 Fee Schedule**

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

#### **3.2 Invoices**

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

#### **3.3 Payment**

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

### **Section 4. Guarantee**

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

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

## **Section 5.     **Audit****

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

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

### **6.1     Independent Contractor**

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

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

### **6.2     Responsibility for Work**

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

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

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

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

### **6.3     Contractor's Records**

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

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

### **7.1 Probation**

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

### **7.2 Performance**

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

### **7.3 Suspension**

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

### **7.4 Termination for Convenience**

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

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

### **8.1 Project Manager**

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

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

TBD

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

### **9.1 Parties to the Contract**

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

### **9.2 Assignment of Interest in Contract**

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

### **9.3 Other Entity Use**

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

### **9.4 Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection of the reported work within \_\_\_\_\_ ( ) calendar business days thereafter, which shall be stated in such notice.

### **9.5 Rights and Benefits**

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

## **Section 10. Indemnification of City**

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

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

## **Section 11. Insurance**

### **11.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance

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

## **11.2 Certificate of Insurance**

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

## **Section 12. Professional Standards**

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

## **Section 13. Non-Appropriation**

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

## **Section 14. General Conditions**

### **14.1 Venue in Martin County**

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

### **14.2 Laws of Florida**

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

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

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

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

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

## 14.5 Contract Amendment

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

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

## 14.6 Contractual Authority

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

## 14.7 Sovereign Immunity

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

## **Section 15. Public Records**

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

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

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

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

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

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

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

**Section 16. Exhibits**

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

**CITY OF STUART, FLORIDA**

**ATTEST:**

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

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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

WITNESSES:

**CONTRACTOR**

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



# City of Stuart

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

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

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

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

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## ADDENDUM #1

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

### A. Responses and Clarification to Vendor Questions

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

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

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



Lenora Darden, CPPB  
Procurement Manager  
City of Stuart, Florida

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

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

**ATTACHMENT A**  
**RETENTION PONDS**



Retention Pond #1

Retention Pond #7

Retention Pond #2

TREASURE  
NORTH RIVER

NEW PROVIDENCE  
TERRACE

WRIGHT

FORK

FEDERAL

DIXIE

FLAGLER

SR 707

WART  
PALM



Retention Pond #3

NEW PROVIDENCE

TERRACE

PALM

AUSTRALIAN

STUART

OLEANDER

POINSETTIA

FERN

NORTH RIVER

FLAGLER

FEDERAL

DIXIE



Retention Pond #4

Retention Pond #5

Retention Pond #6

ANCHORAGE

FEDERAL

ATLANTA

ALBANY

1ST

DIXIE

FLAGLER

SAINT LUCIE

SEMINOLE

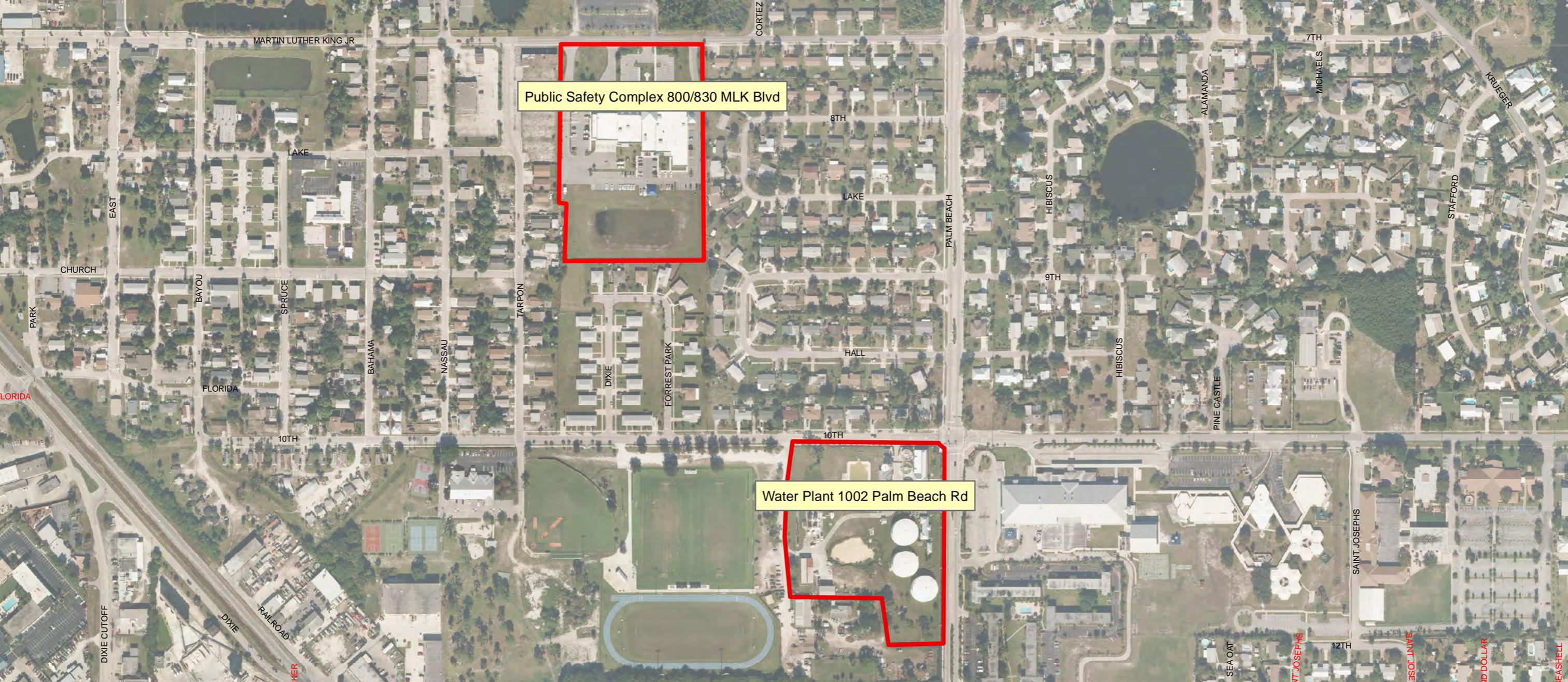
OSCEOLA

JOAN JEFFERSON

WYRON

**ATTACHMENT B**

**PUBLIC SAFETY**



Public Safety Complex 800/830 MLK Blvd

Water Plant 1002 Palm Beach Rd

MARTIN LUTHER KING JR

LAKE

8TH

LAKE

HALL

10TH

7TH

HIBISCUS

9TH

HIBISCUS

SAINT JOSEPHS

12TH

SEA OAT

SANT JOSEPHS

SANT JOSE

10 DOLLAR

ASHHELL

CORTIEZ

PALM BEACH

ALAMANDA

MICHAELS

KRUEGER

STAFFORD

EAST

CHURCH

PARK

BAYOU

SPRUCE

BAHAWA

NASSAU

TARPON

DIXIE

FORREST PARK

FLORIDA

10TH

DIXIE CUTOFF

DIXIE

RAILROAD

WIKER











**ATTACHMENT C**

**WATER TREATMENT PLANT**











**EXHIBIT C**

**"INSURANCE & INDEMNIFICATION"**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/22/2016

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ValleyCrest Landscape Maintenance, Inc. Location #35090 6350 9th Street SW Vero Beach FL 32968 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier : BCQIFRL

**COVERAGES**      **CERTIFICATE NUMBER: 570061228387**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDOG24556876001	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08878535	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596811	10/01/2015	10/01/2016	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			C47855081 Workers Comp - AOS C47855093 Workers Comp - WI	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2015	10/01/2016	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

Certificate No. : 570061228387

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Job No. 353400021, City of Stuart. The City of Stuart, A Municipal Corporation of the State of Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers' Compensation policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stuart Stuart Streets Team Attn: Milton Leggett 121 SW Flagler Avenue Stuart FL 34994 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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**EXHIBIT D**

**"PAYMENT AND PERFORMANCE BOND WITH POWER OF ATTORNEY"**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we VALLEYCREST LANDSCAPE MAINTENANCE, INC. (hereinafter called "Principal"), and WESTCHESTER FIRE INSURANCE COMPANY authorized to do business in the State of PA (hereinafter called "Surety") are held and firmly bound unto THE CITY OF STUART (hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of Eighty Four Thousand Forty Five and 00/100 (\$ 84,045.00) DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written Contract with the above named Obligee, effective the 1st day of March, 2016, for RFP #2016-159: Landscape Maintenance Services; Group Numbers: 1, 6, 9, 15, 16, 17 and 19 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in default under the above Contract, and is declared by the Obligee thereafter to be in default; (3) the Obligee has performed all of the obligations of the Obligee under the Contract; and (4) the Obligee has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Obligee, provide financial assistance to the Principal to remedy any contractual default by the Principal; or
(2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or
(3) Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or
(4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and of all liabilities of the Surety relating hereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

- (1) This bond is for the term beginning 3/1/16 and ending 3/1/17, but may be extended by continuation certificate executed by the Surety, at the option of the Surety.
(2) Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
(3) Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
(4) No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the Surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Sealed with our seals and dated this 24th day of February, 2016.

WITNESS: [Signature]

VALLEYCREST LANDSCAPE MAINTENANCE, INC. (Principal)

By: Brett C. Ashly, Branch Manager

WESTCHESTER FIRE INSURANCE COMPANY

[Signature] Simone Gerhard (Attorney-in-Fact)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB 24 2016 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

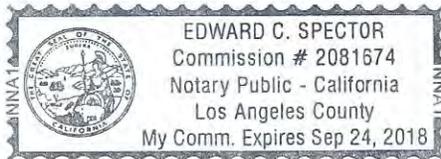
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



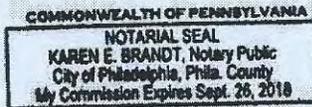
*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of FEB 24 2016



*William L. Kelly*

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.



**WESTCHESTER FIRE INSURANCE COMPANY  
PAYMENT BOND**

KNOW ALL BY THESE PRESENTS, That we, VALLEYCREST LANDSCAPE MAINTENANCE, INC.,  
as Principal, and Westchester Fire Insurance Company authorized to do business in the State of PA, as Surety, are held firmly bound unto  
THE CITY OF STUART, as  
Obligee, in the sum of Eighty Four Thousand Forty Five and 00/100 U.S. Dollars (\$ 84,045.00)  
for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with the Obligee, dated March 1, 2016, for  
RFP #2016-159; Landscape Maintenance Services; Group Numbers: 1, 6, 9, 15, 16, 17 and 19 ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however to the following conditions:

1. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

- a) This bond is for the term beginning 3/1/16 and ending 3/1/17, but may be extended by continuation certificate executed by the Surety, at the option of the Surety.
  - b) Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
3. No suit or action shall be commenced hereunder by any Claimant:
- a) After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claims is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
  - b) Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. The bond is a statutory bond, not a common law bond.

Sealed with our seals and dated this 24th day of February, 20 16.

VALLEYCREST LANDSCAPE MAINTENANCE, INC.  
(Principal)

By: Brett C. Ashley  
Brett Ashley, Branch Manager

WESTCHESTER FIRE INSURANCE COMPANY

Simone Gerhard (Attorney-in-Fact)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB 24 2016 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

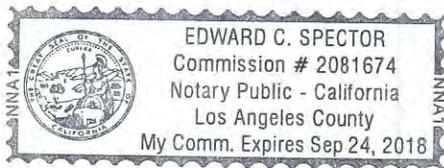
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



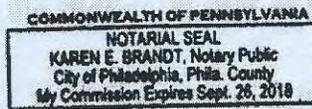
*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of FEB 24 2016



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.

