

**RESOLUTION NO. 2015-024**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$54,555 (FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY FIVE DOLLARS) FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES, WHICH INCLUDES AN ADDITIONAL \$32,755 FOR THE PRORATED CONTRACTUAL INCREASE AND \$21,800 FOR AN INITIAL ONE TIME CLEAN UP; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND AND TRANSPORTATION FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-015 seeking Town-Wide Right of Way Maintenance Services; and

**WHEREAS**, three (3) companies attended the Town's mandatory pre-proposal conference on October 23, 2014 at 11:00 A.M.; and

**WHEREAS**, on November 20, 2014, the Town opened the responses that it received from Prestige Property Maintenance, Inc. ("Prestige"), SFM Services, Inc., and Superior Landscape and Lawn Service. Inc. (collectively referred to as the "Proposers"); and

**WHEREAS**, on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the three (3) proposals, and decided to meet with the Proposers for questions and answers at the next scheduled SC meeting; and

**WHEREAS**, on January 6, 2015, at an advertised public meeting, the Town's Selection Committee ("SC") heard from the Proposers and ultimately ranked Prestige Property Maintenance as the highest qualified proposer; and

**WHEREAS**, the Town Council hereby accepts the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Prestige; and

**WHEREAS**, the project is underfunded in the current fiscal year 2014-2015, and the Town desires to provide funds for this project from its General Fund and Transportation Fund; and

**WHEREAS**, Prestige and the Town desire to enter into an Agreement for the provision of Town-Wide Right of Way Maintenance Services by Prestige under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** After reviewing all the information provided, the Town Council hereby accepts the decision of the SC that the highest qualified proposer for Town-Wide Right of Way Maintenance Services is Prestige Property Maintenance, Inc.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Right of Way Maintenance Services.

**Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$54,555 and increasing the Transportation Fund: revenue account 101-0000-381-38101 in the amount of \$54,555; and, correspondingly, increasing the General Fund: Transfer to the Transportation Fund revenue account 001-3900-581-91101 in the amount of \$54,555; increasing the Transportation Fund: Landscaping Maintenance Service expense account 101-5100-541-46010 in the amount of \$7,504; and increasing the Transportation Fund: Landscaping – Griffin Road Maintenance – expense account 101-5100-541-53110 in the amount of \$47,051.

**Section 5.** The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Prestige in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

**Section 6.** This Resolution shall take effect immediately upon its adoption.

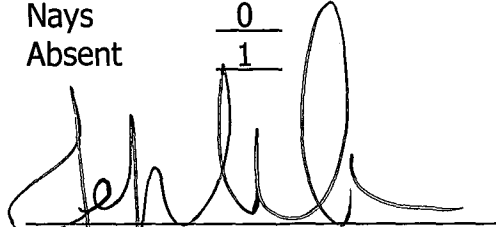
**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 12th day of February, 2015, on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>Absent</u>
Fisikelli	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
McKay	<u>Yes</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>

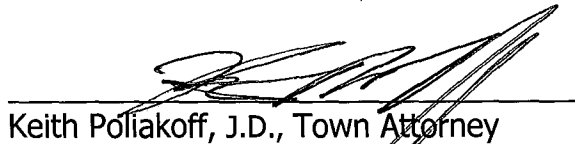
  
\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

  
\_\_\_\_\_

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
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Keith Poliakoff, J.D., Town Attorney

112237415.1

**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**PRESTIGE PROPERTY MAINTENANCE, INC.**  
**FOR**  
**TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES**  
**RFP No. 14- 015**

TOWN – WIDE RIGHT-OF-WAY MAINTENANCE SERVICES  
RFP No. 14-015

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**THIS IS AN AGREEMENT** (“Agreement”) made and entered into on this 12<sup>th</sup> day of February 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and **Prestige Property Maintenance, Inc.** (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to select a contractor for the purpose of **Town-Wide Right-of-Way Maintenance Services (“Project”)**; and

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 14-015 on September 17, 2014 (“RFP”); and

**WHEREAS**, three (3) proposals were received by the TOWN on November 20, 2014; and

**WHEREAS**, the Town has adopted Resolution No. 2015-024 at a public meeting of the Town Council approving the recommended award and has selected Prestige Property Maintenance, Inc. for award of the Project; and

**WHEREAS**, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

**1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-015 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Right-of-Way Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-X of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction and/or best management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

**2. LICENSING/PERMITS:** Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.

**3. INSURANCE:** Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

**4. INDEMNIFICATION:** Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

**5. CHANGES TO SCOPE OF WORK:** The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

#### **6. COMPENSATION & METHOD OF PAYMENT**

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has

TOWN – WIDE RIGHT-OF-WAY MAINTENANCE SERVICES  
RFP No. 14-015

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been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

**7. ASSIGNMENT:** Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

**8. WARRANTIES:** Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

**10. DEFECTIVE WORK:** Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

**11. DEFAULT/TERMINATION FOR CAUSE:** Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
  - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
  - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
  - .4 Contractor's violation of any provisions of the Contract Documents;
  - .5 Contractor's Abandonment of the Work;
  - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4. If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

**12. TERMINATION FOR CONVENIENCE:** Refer to Section 22.2 of the RFP.

- 12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:
- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;



.2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;

12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

### **13. INTERPRETATION:**

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

**14. ATTORNEYS' FEES AND COSTS:** If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

### **15. CONTRACTOR'S PERFORMANCE:**

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

**16. DISPUTE RESOLUTION:** Refer to Section 11 of the RFP.

- 16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.
- 16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.**

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working

papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

**18. DIFFERING SITE CONDITIONS:** In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 16 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

**19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:**

- 19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.
- 19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.
- 19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the

Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

- 19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 18 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

**20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:**

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 18 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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TOWN – WIDE RIGHT-OF-WAY MAINTENANCE SERVICES  
RFP No. 14-015

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**21. NOTICES:** Whenever either party desires to give notice to the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for the giving of notice:

If to Town:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, J.D.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301

If to Contractor:

Greg Lica, Controller  
Prestige Property Maintenance Inc.  
3300 SW 46 Avenue  
Davie, Florida 33314

**22. GOVERNING LAW AND VENUE:** Refer to Section 21 of the RFP.

**23. SEVERABILITY:** Refer to Section 25 of the RFP.

**24. SOVEREIGN IMMUNITY:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

**25. FUNDING:** The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this paragraph, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

**26. PUBLIC RECORDS:** The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

**27 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in Town's immediate termination of this Agreement.

**28. NO WAIVER OF RIGHTS:** Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Towns rights or remedies under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law or in equity.

**29. WAIVER OF RIGHT TO JURY TRIAL: BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

**31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE.** The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

**32. MISCELLANEOUS:**

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed

TOWN – WIDE RIGHT-OF-WAY MAINTENANCE SERVICES  
RFP No. 14-015

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a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.

- F. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties over the other.
- G. **Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**[SIGNATURES ON NEXT PAGE]**



TOWN - WIDE RIGHT-OF-WAY MAINTENANCE SERVICES  
RFP No. 14-015

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Prestige Property Management, Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12<sup>th</sup> day of February 2015.

WITNESSES:

Susan Kutz  
Susan Kutz  
Juanita Romance  
Juanita Romance

CONTRACTOR:

By: [Signature]  
Greg Lica, Controller

26 day of January 2015

TOWN OF SOUTHWEST RANCHES

By: [Signature]  
Jeff Nelson, Mayor

12<sup>th</sup> day of February 2015

By: [Signature]  
Andrew D. Berns, Town Administrator

12<sup>th</sup> day of February 2015

ATTEST:

[Signature]  
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
Keith M. Poliakoff, Town Attorney





# TOWN OF SOUTHWEST RANCHES



## REQUEST FOR PROPOSALS

### Town-Wide Right-of-Way Maintenance Services

RFP No. 14-015

Date: September 17, 2014

**PROPOSAL SET & DOCUMENTS**

**TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-015**

**September 17, 2014**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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CONTRACT DATA

Contract Owner: Town of Southwest Ranches ("Town")

Contract Title: Town Wide Right-of-Way Maintenance Services

Contract Number: Request for Proposals (RFP) No. 14-015

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

Mandatory Pre-Proposal Conference: Thursday, October 23, 2014, 11:00 AM

Deadline for Questions: Thursday, November 6, 2014, 5:00 PM

Proposal Submission Due: Thursday, November 20, 2014, 2:00 PM

Cone of Silence: Applicable. (See page 8)

Town Council: Jeff Nelson, Mayor  
Gary Jablonski, Vice Mayor  
Steve Breitkreuz, Council Member  
Freddy Fisikelli, Council Member  
Doug McKay, Council Member

Owner's Representative: Andrew D. Berns,  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954 434 0008 / Fax: 954 434 1490

Contract Manager: Clete J. Saunier  
Public Works Director/Town Engineer

Contract Coordinator: December Lauretano-Haines  
PROS Coordinator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954 434 0008 / Fax: 954 434 1490



## **PUBLIC NOTICE OF REQUEST FOR PROPOSALS**

The Town of Southwest Ranches, Florida hereinafter referred to as TOWN, will receive sealed Proposals at the Office of Juanita Romance, Town Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 2:00 PM, Thursday, November 20, 2014, at which time they will be publically opened and read for:

### **TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES REQUEST FOR PROPOSAL NO.: 14-015**

This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to Right-of-Way mowing and maintenance services; miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

A mandatory pre-proposal conference will be held on Thursday, October 23, 2014, starting at 11:00 AM. Location is at Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330. Proposal Specifications are available on Onvia/DemandStar and the Town of Southwest Ranches Website: <http://www.southwestranches.org/procurement/>. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

**In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of and intended award or until 30 days after the opening, whichever is earlier.**

The Town reserves the right to reject any or all Proposals, to award multiple or partial contracts, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town will complete a Proposal Award analysis that will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most.

Andrew D. Berns  
Town Administrator

## GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

### 1. SECURITY AND BONDING REQUIREMENTS:

#### 1.1 PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

### 2. PRE-PROPOSAL CONFERENCE

2.1. A mandatory pre-proposal conference will take place on Thursday, October 23, 2014, starting at 11:00 AM. Location is Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330.

2.2. Attendees of the mandatory pre-proposal conference will be required to verify their attendance by signature. Proposals will not be accepted from Proposers not present at the pre-proposal conference.

2.3. No pleas of ignorance by the Proposer, of conditions that exist or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the Town or the compensation of the Proposer.

**3. PURPOSE OF PROPOSAL:** The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in this RFP and the Town's Procurement Code.

**4. PROPOSER WARRANTY:** Proposer warrants that the prices, terms and conditions quoted in the Proposal will be firm for a period of 365 days from the date of the Proposal opening.

**5. CONVICTED VENDOR:** Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes- "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**6. QUESTIONS PERTAINING TO PROPOSAL:** All questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330. Fax number is (954) 434-1490. E-mail address is [jromance@southwestranches.org](mailto:jromance@southwestranches.org). No later than Thursday, November 6, 2014 at 5:00 PM. The Proposal Title/number shall be referenced on all correspondence and in the subject section of the email. NO QUESTIONS WILL BE RECEIVED AFTER THE DEADLINE.

**6.1.** Responses to questions, if deemed necessary by the Town, will be sent to all prospective Proposers in writing, via Onvia/DemandStar and the Town website in the form of an addendum, if applicable. Proposers shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town in writing may be considered its duly authorized expression. Only Proposer's communications in writing, signed and timely-submitted, shall be recognized by the Town as duly authorized expressions.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**6.2. CONE OF SILENCE:** A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers that violate the cone of silence shall be subject to automatic disqualification from further consideration.

**7. TAXES:** Proposer should not include taxes in the prices of the Proposal. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

**8. SUBMISSION OF PROPOSALS:** A total of six (6) paper copies (1 unbound original and 5 bound copies) and 1 CD electronic copy (.pdf) of the Proposal, in its entirety including all Required Signatures and Submittals, must be received sealed and clearly marked with the RFP "Name and No. 14-015" at the location shown on the Public Notice of Request for Proposals on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals submitted by facsimile or electronic mail will not be accepted.

8.1. It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals received after the closing hour and date shown on the Public Notice of Request for Proposals will not be considered and will be returned unopened.

**8.2. PROPOSAL FORMS:** Proposers must use the Proposal form(s) furnished by the Town. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the proposal forms may invalidate the Proposal.

**8.3.** Proposals having erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

8.4. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the RFP will be cause for rejection, as determined by the Town.

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

**8.6. GUARANTIES:** No guarantee or warranty is given or implied by the Town as to the total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

**8.7 WITHDRAWAL:** After Proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening may be debarred and are subject to forfeiture of the Proposal Security.

**9. LIABILITY, INSURANCE, LICENSING & PERMITS:** Where Proposers are required to enter onto Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurances required. The Proposer shall be liable for any damages or loss to persons and property within the Town occasioned by the negligent or intentional actions of the Proposer (including his agent, any person or subcontractor the Proposer has hired in the completion of his contract as a result of the Proposal, and anyone else for whose actions Proposer is responsible).

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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9.1. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other documents evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for being deemed non-responsive and rejecting the Proposal.

9.2. At Contractor's sole cost and expense, Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, on behalf of itself and any sub-contractors it may employ, insurance coverages of the types and amounts equal to 100% of the requirements set forth below.

9.3. Prior to issuance of any contract(s) or proposal award document(s), and/or beginning the performance of work pursuant hereto, and at any time upon request, Contractor shall furnish to the Town, on behalf of itself and any sub-contractors it may employ, Certificates of Insurance or Endorsements evidencing the minimum required coverages and conditions specified below.

9.4. All insurance shall be issued by companies having rating of "A" or higher, with a financial size category of at least Class VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.5. Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance the Town may maintain.

9.6. Evidence of coverage shall meet the following requirements at a minimum:

9.6.1. Comprehensive form, Commercial General Liability ("CGL") insurance including: Premises-Operations, Underground Hazard, Products-Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, and Independent Contractors' liability coverages for bodily injury and property damage with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

9.6.2. Comprehensive form, Automobile Liability insurance including Owned, Hired, Non-Owned, Borrowed and Any Auto liability coverages for Bodily Injury, Property Damage and Death with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.3. Workers compensation insurance for all employees of the Contractor as required the laws of the State of Florida including section 440, Florida Statutes, as may be amended from time to time.

9.6.4. All policies shall be appropriately endorsed for contractual liability and also contain a waiver of subrogation endorsement.

9.6.5. All insurance policies referred to herein shall be without any deductible amount.

9.6.6. The following shall be named as "additional insured" and listed as Certificate Holder(s) with respect to this coverage:

**ADDITIONAL INSURED / CERTIFICATE HOLDER(S):**

**TOWN OF SOUTHWEST RANCHES**  
**Attention: Andrew D. Berns, Town Administrator**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330**

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**115 S Andrews Avenue**  
**Fort Lauderdale, FL**

9.7. Coverage specified is not to cease and is to remain in full force and effect (subject to cancellation notice) for the entire duration of any contract award.

9.8. **It shall be the responsibility of the Contractor and insurer to furnish to the Town and Broward County copies of renewal policies at least thirty (30) days prior to the expiration date of any insurance coverages due to expire during the term of such contract.**

9.9. All policies insuring the Contractor which relate to the activities of such Contractor and the Town must be endorsed to provide the Town and Broward County with **not less than thirty (30) days' written notice of cancellation, lapse, restriction, material modification or alteration**. It shall be the responsibility of the Contractor and insurer to provide such notification to the Town and Broward County in writing, submitted to the Town Administrator. This requirement shall be reflected on the Certificate of Insurance.

9.10. Failure to fully and satisfactorily comply with the insurance requirements set forth herein will authorize the Town Administrator to implement a rescission of the contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

9.11. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

**10. AWARD OF PROPOSALS:** The Town reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to award multiple or partial contracts, to waive any informality, irregularities or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, in such combination(s) as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to or irregularities in the specifications. Final determination and award of a contract shall be made by the Town Council. Additionally, the Town reserves the right to modify the scope of the services and the Contract to add zones identified in this RFP, and which the Town, in its sole discretion, may not initially require the selected Contractor to perform.

**10.1. PROPOSAL CONSIDERATIONS:** The Town, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements set forth herein. Price, Proposer's responsibility and responsiveness, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, including litigation history, may be taken into consideration.

**10.2. SELECTION PROCESS**

At the opening date and time set forth herein, the Procurement and Special Projects Coordinator will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. The opening of proposals is open to the public.

10.2.1. The Town will evaluate all Proposals utilizing a Selection Committee (SC) process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The

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SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

10.2.2. The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth at section 10.3 and the Town's Procurement Code.

**10.3. EVALUATION OF PROPOSALS:** Proposals shall be weighted using the following point system basis of evaluation:

Proposals shall be weighted using the following percentage basis of evaluation for proposals:		Points
(1)	Price (Proposal Forms);	50 points
(2)	Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Right-of-Way Maintenance Services;	15 points
(3)	Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table of organization and auxiliary services offered;	10 points
(4)	Past and present performance, including as disclosed by references provided;	10 points
(5)	Price of auxiliary services from Maintenance Proposal: Price List By Service.	10 points
(6)	Professional Certifications and memberships.	5 points
<b>TOTAL POINTS</b>		<b>100</b>

**11. DISPUTES/CONTINUING PERFORMANCE:** If any dispute concerning a question of fact arises under any contract award, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties for the duration of the project, subject to judicial review following completion of the project. During the period of any dispute, the Contractor shall continue performance of the work without delay or interruption, and the Town shall continue to make payments to the Contractor pursuant to the terms hereof and any contract award.

**12. CANCELLATION:** Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms hereof as determined by the Town, shall be just cause for cancellation of the award.

**13. RELATION TO PARTIES:** It is understood and agreed that nothing contained herein shall be deemed to create a partnership, or joint venture. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the work to be performed hereunder.

**14. COMPLIANCE WITH LAW:** Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to work hereunder (Applicable Laws) and shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

**15. WAIVER OF LIABILITY/INDEMNITY:** The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

**16. INDEMNIFICATION:** The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town, its Council Members, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses and costs, including, but not limited to, reasonable attorney's fees at both trial and appellate levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible.

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**16.1.** In addition to the provisions set forth in Article 16, above, Contractor shall indemnify and hold harmless Broward County, its Commissioners, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses, and costs, including but not limited to, reasonable attorney's fees at both the trial and appellate levels, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible. These indemnification obligations shall survive the term of any contract award or the earlier termination thereof. In the event that any action or proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

**16.2.** The indemnification provided in section 16.1 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's or Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 16.1 above which may be brought against Town and/or Broward County.

**17. SECONDARY/OTHER VENDORS:** The Town reserves the right in the event the primary Contractor/vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract award.

**18. DEFAULT PROVISION:** In case of a default by the Proposer, the Town may, with or without terminating any contract award, procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

**19. ASSIGNMENT:** This RFP and any contract award shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this RFP and any contract award is personal to the Contractor and it may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

**20. NOTICES:** All notices and other communications required or permitted to be given hereunder by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

**21. GOVERNING LAW:** The validity of this RFP and any contract award, and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The venue of any action or proceeding commenced under or pursuant hereto or any contract award shall be solely in the State courts in and for Broward County, Florida.

**22. REMEDIES FOR BREACH / TERMINATION:** The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be corrected by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

**22.1.** Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have thirty (30) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such failure to perform,

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then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

**22.2.** Additionally, the Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a termination for convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor, and Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section.

**23. WRITTEN CONTRACT:** The successful Proposer shall be required to enter into a written contract with the Town, (referred to throughout this RFP as a contract award), attached hereto as "Attachment A," the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement along with the accepted Proposal, and other terms which may be required by the Town.

**24. CONTRACT TERM / EXTENSIONS:** The Town of Southwest Ranches hereby requests Proposals for a three (3) year Contract for supplies and services. In addition, the Town, in its sole discretion, reserves the right to extend the contract for one additional two (2) year term with all terms, conditions and specifications remaining the same if the extension is approved by the Town.

**25. SEVERABILITY:** If any provision of this RFP, including any contract award, is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable from the remaining portions thereof which shall be fully enforceable as if the invalid or unenforceable provision had not been included.

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## **SCOPE OF SERVICES / SPECIFICATIONS**

### **DESCRIPTION FOR TECHNICAL SPECIFICATIONS**

The Town of Southwest Ranches (Town) located in Southwest Broward County, is approximately 13 square miles and is home to over 7,344 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town is a unique and environmentally sensitive area inasmuch as individual property owners provide their own potable water via underground wells.

The Town's roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There are curbs and gutters and segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

The Town owns approximately 160 acres of property. The property is incorporated into 8 park properties in various stages of development or non-development, dedicated to recreational usage, and 3 additional properties used for public services and administration.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways and adjacent roadways by cooperative agreement with landowners or by direct ownership through public Rights-of-Way. The trail system is in various stages of development or non-development.

### **A. SUMMARY OF SERVICES**

This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services; and other miscellaneous work as described herein.

### **B. EQUIPMENT**

Contractor shall maintain the contractually-covered maintenance areas at the frequency rates prescribed within with conventional style mowing and lawn maintenance equipment and other maintenance equipment.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of Proposal, but is not required to do so.

**C. EQUIPMENT STORAGE AND MOBILIZATION**

The contractor must be fully capable of servicing the town's needs, providing all of the materials and equipment to fulfill the requirements of this Contract and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties without written permission of the Town's designee.

**D. GENERAL REQUIREMENTS**

1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.
2. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
3. All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations and site.
4. The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
6. Contractor shall comply with all applicable Federal, State and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses.
7. The Project Manager or Work Crew Supervisor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in a most efficient manner Monday through Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with afterhours/emergency contact information for the Town's Designee(s).
8. The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.
9. Additional services required shall be evaluated by both the Town and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.
10. For items in need of repair, restoration and/or replacement, to include and not be limited to turf and plant material, the contractor shall notify the Town the same work day upon knowledge of such need. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same.
11. The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval upon commencement of the Contract.

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12. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.
13. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery or awareness.
14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear uniforms (e.g.: shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

**E. SPECIAL REQUIREMENTS**

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
2. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right to approve or disapprove selection of the Project Manager / Work Crew Supervisor.
3. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
4. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed by the Town Administrator. All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site.

**F. PROJECT LIMITS**

This Contract incorporates maintenance areas including Roads, Rights-of-Way, and Recreational Trail properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan Street to the South, Griffin Road to the north and slightly beyond US 27 to the west. See Maintenance Locations / Zones list for all maintenance areas.

**G. DEFINITIONS**

Board and Batten: a method of plant material support staking using 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Board stakes are also made from 2 X 4 lumber. Specified for trees of greater than 3 inches in caliper.

Insecticide/Fungicide Application: Identifying and treating areas affected by insects and/or disease.

Joint/Crack Cleaning: Joints and cracks in concrete, asphalt, bricked or other hard surface paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt or other hard surface paved area shall be repaired and restored to its original condition within 7 days at the Contractor's expense, subject to approval by the Town or its Designee.

Landscape Bed: planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

Litter removal: collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the ROW.

Lodge Pole and Sisal: a method of plant material support staking using lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

Maintenance: as defined for this RFP shall include but not be limited to litter, trash & debris removal and proper

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disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

Reset Downed / Wind-Thrown Tree / Tree Straightening / Staking: service to stand fallen or downed trees upright and support with specified staking method.

Right-of-Way Brush-back: regularly-scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way each maintenance visit on roadways specified within this document.

Root Ball Staking: a method of plant material ground support staking using vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

ROW: Right-of-Way or Rights of Way.

Line of Sight Brush-back: occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of-way preventing line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

Selective Trimming/Selective Tree Trimming: shall include trimming foliage growth or growth of plant parts specified for select plantings including one or more of the following: removal of low growth or growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods or removal of braches or fronds in paths and/or walkways.

Service Category: Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

Service Category A: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West.

Service Category B: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail.

Service Category C: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 31, Right-of Way Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. "Griffin Road West").

Site Re-inspections: Inspections made by the Town of corrected work necessitated by deficient work.

String Trimming: any area that is not maintainable with a piece of mowing equipment. The girdling of trees is to be avoided at all times. In turf areas, string trimming shall be between 4.5 to 6 inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited.

Sweeping/Blowing: Disbursement or gathering of post-cut landscape or other debris from hardscape surfaces.

Trash receptacles: ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Tree Bed: a circular space with a diameter equal to 3 feet plus the caliper of the tree around each tree; area surrounding any individual trees not planted in multiples in landscape beds.

Weeding: The control of wild, invasive, or unwanted vegetative growth not part of the original landscape design. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges,

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sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist, which shall be weed free at the completion of the work during each site visit. Contractor is responsible for maintaining tree beds.

**H. INITIAL ESTABLISHMENT OF LANDSCAPE MAINTENANCE STANDARD**

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a standard for ongoing maintenance of trees, shrubs, turf and other plantings, including but not limited to landscape bed weed removal, shaping and trimming of trees or shrubs per Town specifications as provided in Section Q. 2. B. and in the table of Maintenance Frequencies for landscape material trimming.

**I. QUANTITY & FREQUENCY OF MOWING AND MAINTENANCE**

The area and limits of mowing / maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continued until completion of the cycle (cycle = 30 days.) Areas specified in this contract shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule.

**J. METHODS OF OPERATION**

Mowing cycles shall commence at the east boundary of the project area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On the contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the limits worked. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove any illegal deposits within twenty-four (24) hours. If the process is being violated, the Contractor will be held responsible for the cost to appropriately clean drainage system as required.

The Contractor will be responsible for the pickup and removal of all debris from the right-of-way, medians, and retention ponds, before commencement of mowing.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

**K. LIMITATION OF OPERATION**

When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side-discharged into roads. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

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No equipment shall be parked overnight in the medians, Rights-of-Way or on Town Property without the Town's prior written consent.

**L. ADDITIONS OR DELETIONS OF MAINTENANCE AREA**

At the Town's discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service by Contractor or request the resumption of service to a previously terminated area at any given time during the life of any contract award. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the Contractor to add a new maintenance area to the contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices outlined herein.

**M. DAMAGE BY CONTRACTOR**

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from the Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

**N. CONTRACTOR'S PERSONNEL**

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. See Drug-Free Workplace Certification Form herein.

**O. CONTRACTOR'S VEHICLES**

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

**P. QUALITY**

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Article 22 above.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

**Q. MOWING / MAINTENANCE**

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

1. Maintenance as defined for Proposal purposes shall include but not be limited to the following and shall be performed during each maintenance visit:

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- A. Upon arriving at a job site, the Contractor shall inspect the area and prior to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.
- B. Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.
- C. Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) No string trimming tree wells. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all, weeds shall be removed by hand or chemical means. If chemical means are used then three days after application all remaining weeds shall be removed. General herbicide shall be a minimum of thirty five percent (35%) Glyphosate and sedges or grass shall be treated with Manage and seventy eight (78%) Halosol-Furon-Methyl or other approved product. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense
- D. Mow all grass areas. Mowing shall be done at no lower than 4.5 inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.
- E. Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.
- F. String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes.
- G. Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean-up can be completed by the end of the day.
- H. Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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- I. Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
  - J. Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist.
  - K. Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
  - L. All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.
  - M. All structures, monuments signs, street lights and fencing located on medians or right-of-ways, shall be checked for graffiti and cob webs and cleaned each maintenance visit.
2. Maintenance on Schedule other than each maintenance visit
- A. Fertilizer will be applied to trees, shrubs, groundcovers and all irrigated and non-irrigated turf areas per specification in Section R. FERTILIZATION. This does NOT include the north side of Griffin Road. **This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 40 – 43 of the Contractor's proposal for Auxiliary Services.**
  - B. Selective trimming of shrub and ground cover material within Service Area A shall be limited to not exceeding 36 inches in height within sight distance triangles or as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.
  - C. Mulching. Contractor shall provide and install, or install only, mulch as per Section U. MULCH and as set forth in the Maintenance Frequencies herein. **This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 37 of the Contractor's proposal for Auxiliary Services.** If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.
  - D. Line of Sight (LOS) Brushback as directed by Town's designee. **This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 7 of the Contractor's proposal for Auxiliary Services.** This work may occur up to or more than eight (8) times per year.
  - E. Street Tree Maintenance. Includes weed removal, fertilization, mulch, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's designee.
  - F. Invasive exotic / Hazard Tree removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. **This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 9 through 26 of the Contractor's Proposal for Auxiliary Services.** If directed to perform Invasive exotic / Hazard Tree removal, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.
  - G. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this contract and will be bid separately.

## R. FERTILIZATION

The chemical composition of fertilizer must be approved prior to application. Prior to application, notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in manner to prevent wetting and deterioration. Contact the Town's designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. 50% of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

1. Trees
  - A. Applications of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein. Contractor to submit to the Town's Designee a fertilization schedule.
2. Shrubs and Groundcover
  - A. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label. Follow Maintenance Frequency schedule for tree fertilization.
3. Palm Trees
  - A. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
  - B. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one half pound caliper inch of tree trunk measured @ 12" above grade.
    - i. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
    - ii. Should the root area be on a sloped terrain, 75% of said the fertilizer shall be on the up slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.
4. Turf – not applicable to north side of Griffin Road
  - A. Applications of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.
  - B. A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

#### **S. USE OF CHEMICALS**

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

1. A written listing of proposed chemicals to include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to beginning the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
2. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
3. Chemicals shall be applied using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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4. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites as determined by the Town's Designee shall be removed and replaced, with such removal and replacement cost paid for by Contractor.
5. No chemical with a signal word higher than caution shall be used at any time.
6. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
7. The hold harmless and indemnification provisions of this contract shall be applicable to any damages to persons and/or property arising out of or in connection with contractor's use of chemicals per this contract.

**T. APPLICATION OF HERBICIDES**

The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.

**U. MULCH**

1. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.
2. Location, frequency and amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
3. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment rates outlined in the Maintenance Proposal for Auxiliary Services.
4. Compacted mulch to be installed so as to not be within 3" of base of plant material.

**V. CATCH BASINS**

1. Remove surface debris and vegetation from top of grates each maintenance visit.
2. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

**W. BAHIA / ST. AUGUSTINE / OTHER SOD REPLACEMENT**

Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.

1. The contractor shall string trim all dead and/or brown vegetation to the soil level. The contractor shall furnish and install Bahia, St. Augustine or other sod as specified. Sod bed shall be moist at time of installation.
2. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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3. On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.
4. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp. Said areas of sod replacement shall be as directed by the Town's Designee.

**X. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS**

At the Request of Town's Designee, Contractor shall provide mowing/lawn maintenance at designated properties under Enforcement Action. All Code Enforcement maintenance shall require 4" X 6" color before and after photos.

1. Mowing/Lawn Maintenance Service:

When mowing/lawn maintenance is required as directed by Code or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4' prior to mowing.

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## SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES

### SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES - GRIFFIN ROAD EAST  
All counts and quantities provided are approximate.

#### Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale – All from edge of pavement to top of canal bank
- b.) Medians – All
- c.) 3 Retention Ponds
- d.) South swale – All from edge of pavement to property line

#### Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave.
- b.) Medians – All
- c.) South swale – All

### SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

**Zone 3. GRIFFIN ROAD / C-11 Canal Bank Trail:** From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

### SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

**Zone 4.** Griffin Rd. West

US 27 to Holiday Park entrance

**Zone 5.** SW 172 Ave. from Griffin to Sheridan St.

- a.) West side
- b.) East side at 4800 SW 172 Avenue – plantings in ROW
- c.) East side at 6640 SW 172 Avenue – plantings in ROW

**Zone 6.** SW 166 Ave. from Griffin to SW 51 Manor  
West side

**Zone 7.** SW 166 Ave. south of SW 52 Place  
12,430 s.f. of ROW on West side

**Zone 8.** SW 166 Ave. from SW 62 St. to SW 69 St.  
East side

**Zone 9.** Dykes Rd. from SW 66 St. to Segovia Circle N  
East and west sides

**Zone 10.** Stirling Rd. from Dykes Rd. to SW 166 Ave.  
Median only

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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- Zone 11.** SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave.  
North and south sides  
String trimming at Guardrail
  
- Zone 12.** SW 178 Ave. between SW 54 and SW 56 St.,  
between SW 56 and SW 58 St.  
between SW 68 Court and SW 70 Place East and  
west sides, some north sides as per aerials String trimming at Guardrail
  
- Zone 13.** SW 66 St. between SW 178 and SW 172 Avenues  
North side
  
- Zone 14.** Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
  
- Zone 15.** SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St.  
East side
  
- Zone 16.** SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St.  
East side
  
- Zone 17.** SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive  
East side
  
- Zone 18.** SW 50 St. (East Palomino Drive), east of 13601 address only  
North side
  
- Zone 19.** SW 50 St. (West Palomino Drive),  
South side
  
- Zone 20.** SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave.  
North side
  
- Zone 21.** SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd.  
West side
  
- Zone 22.** SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway  
East side
  
- Zone 23.** SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)  
South side
  
- Zone 24.** SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)  
South side
  
- Zone 25.** SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)  
South side
  
- Zone 26.** SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.)  
South side

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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- Zone 27.** SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail)  
South side, portion of north side, median
  
- Zone 28.** SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.)  
North side
  
- Zone 29.** SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail)  
North and south sides, intersection, various
  
- Zone 30.** SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd.  
East side
  
- Zone 31.** SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**SERVICE CATEGORIES / MAINTENANCE FREQUENCIES\***

Location / Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight / Brush back	8 +/-	Up to 8 times per year as directed											
Griffin Road East Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Griffin Road West Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail Mowing Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail String Trimming Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Shrub / Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 – 2	As directed											
Tree bed weeding	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 – 2	As directed											

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**PROPOSAL FORMS**

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):**

**RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES**

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$	\$
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$	\$
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$	\$
C	4	Griffin Road West US 27 to Holiday Park entrance	\$	\$
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$	\$
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$	\$
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$	\$
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$	\$
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$	\$
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$	\$
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$	\$

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):**

**RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES**

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place East and west sides, some north sides String trimming at Guardrail	\$	\$
C	13	SW 66 St. between SW 178 and SW 172 Aves North side	\$	\$
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$	\$
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side	\$	\$
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side	\$	\$
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side	\$	\$
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only North side	\$	\$
C	19	SW 50 St. (West Palomino Drive), South side	\$	\$
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side	\$	\$
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side	\$	\$
C	22	SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side	\$	\$

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side	\$	\$
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median	\$	\$
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side	\$	\$
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various	\$	\$
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side	\$	\$
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	\$	\$
<b>SUBTOTAL RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES</b>			\$	

<b>GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):</b>	\$
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PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)**

Item No.	Services	Unit	Unit Price
1.	ROW Maintenance / Mowing	Per Square Foot	\$
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$
3.	String Trimming Only Maintenance	Per Square Foot	\$
4.	Shrub Trimming Only Maintenance	Per Square Foot	\$
5.	Weeding Only Maintenance	Per Square Foot	\$
6.	Edging Only Maintenance	Per Linear Foot	\$
7.	Line of Sight / Brushback	Per Linear Foot (20' +/- width)	\$
8.	Herbicide spraying	Per Square Foot	\$
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
10.		Per hour for all other times =	\$
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
12.		Per hour for all other times =	\$
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
14.		Per hour for all other times =	\$
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs, with operator	Per hour =	\$
16.		Per day =	\$
17.		Per week =	\$
18.		Per month =	\$
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$
20.		Per day =	\$
21.		Per week =	\$
22.		Per month =	\$
23.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$
24.		Per day =	\$
25.		Per week =	\$
26.		Per month =	\$
27.	Watering Truck with Operator	Per hour =	\$
28.		Per day =	\$
29.		Per week =	\$
30.		Per month =	\$

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)**

Item No.	Service	Unit	Unit Price
31.	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$
32.		Per day =	\$
33.		Per week =	\$
34.		Per month =	\$
35.	Mowing of turf area – Acreage	Per acre=	\$
36.	Mowing of turf area – ROW (20' +/- width)	Per Linear Foot=	\$
37.	Melaleuca Mulch	Per Cubic Yard installed	\$
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
41.	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$
42.	Micronutrients: Manganese, in granular form	Per lb. in place	\$
43.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$
44.	Removal & Proper disposal of debris	Per Cubic Yard	\$
45.	Fill Material, per cubic yard furnished and installed – Top soil	Per Cubic Yard	\$
46.	Fill Material, per cubic yard furnished and installed – Lake sand or sand fill	Per Cubic Yard	
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	
48.	Re-set downed / wind thrown tree	Per Tree	\$
49.	Staking – root ball staking – (preferred method)	Per Tree	\$
50.	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$
51.	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$
53.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	
Miscellaneous Code Enforcement services			
54.	Mowing/lawn maintenance	<b>Per individual proposal</b>	

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

**PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

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

**OTHER REQUIRED SIGNATURES AND SUBMITTALS**

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

**PROPOSAL SECURITY**

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

**CONTRACTOR QUALIFICATIONS**

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

**PROFESSIONAL ORGANIZATIONS**

In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA)
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA)
- D. Florida Urban Forestry Council (FUFC)
- E. Florida Turfgrass Association (FTGA)

**CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

**DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

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

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

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

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

**PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to 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 Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".



**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 \_\_\_\_\_  
by \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ 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 with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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 Para. 287.133(1)(a), Florida Statutes, means:  
(i). A predecessor or successor of a person convicted of a public entity crime; or  
(ii). Any 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 prime facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
2. I understand that a "person" as defined in Para. 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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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6. Based on information and belief, the statement which I have marked below is true in relation 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 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 (ONE) 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.

By: \_\_\_\_\_

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

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

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

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_

(Type of Identification)

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

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

By: \_\_\_\_\_

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

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

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

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_ My Commission Expires \_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I HEREBY CERTIFY that \_\_\_\_\_, as Principal or Owner of  
\_\_\_\_\_, is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20  
(Company name)  
to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be  
the official act and deed of \_\_\_\_\_.  
(Company name)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_

Secretary:

(SEAL)

**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Secretary:  
(SEAL)

PROPOSER'S SIGNATURE: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

---

**CERTIFICATE OF AUTHORITY (If Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_

a partnership existing under the laws of the State of \_\_\_\_\_,

held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as

\_\_\_\_\_ of the Partnership, be and is hereby

authorized to execute the Proposal dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the Town of Southwest Ranches

and this partnership and that his execution thereof, attested by the \_\_\_\_\_ shall  
be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY (If Joint Venture)**

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as  
\_\_\_\_\_ of the Joint Venture be and is hereby  
authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to the Town of Southwest  
Ranches official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20

\_\_\_\_\_  
Secretary:

(SEAL)

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**PROPOSER QUALIFICATION**

List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year in the past five (5) years.

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**GOVERNMENTAL CONTACT INFORMATION**

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

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

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





TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

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

**STATEMENT OF NO RESPONSE**

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

or

Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

**REASONS**

1. \_\_\_\_\_ Do not Offer this product/service or equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENTS AND EXHIBITS:**

**ATTACHMENT "A" – AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT**

**EXHIBITS – 1 - 6**

**AGREEMENT FORM**  
(Exhibit "A" To Request for Proposals)

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-015

September 17, 2014

**THIS IS AN AGREEMENT** (“Agreement”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to select a contractor for the purpose of **Town-Wide Right-of-Way Maintenance Services (“Project”)**; and

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 14-015 on September 17, 2014 (“RFP”); and

**WHEREAS**, \_\_ proposals were received by the TOWN on \_\_\_\_\_, 201\_ ; and

**WHEREAS**, the Town has adopted Resolution No. 201\_ - \_\_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected \_\_\_\_\_ for award of the Project; and

**WHEREAS**, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

**1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-015 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Right-of-Way Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-X of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction and/or best management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

**2. LICENSING/PERMITS:** Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.

**3. INSURANCE:** Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.



**4. INDEMNIFICATION:** Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

**5. CHANGES TO SCOPE OF WORK:** The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

## **6. COMPENSATION & METHOD OF PAYMENT**

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

**7. ASSIGNMENT:** Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

**8. WARRANTIES:** Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

**10. DEFECTIVE WORK:** Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

**11. DEFALT/TERMINATION FOR CAUSE:** Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:

- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
  - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
  - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
  - .4 Contractor's violation of any provisions of the Contract Documents;
  - .5 Contractor's Abandonment of the Work;
  - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

**12. TERMINATION FOR CONVENIENCE:** Refer to Section 22.2 of the RFP.

12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:

- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;
  - .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;
- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

### **13. INTERPRETATION:**

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

**14. ATTORNEYS' FEES AND COSTS:** If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

### **15. CONTRACTOR'S PERFORMANCE:**

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

### **16. DISPUTE RESOLUTION:** Refer to Section 11 of the RFP.

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

- 16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.**

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

**18. DIFFERING SITE CONDITIONS:** In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by

Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 16 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

## **19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:**

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 18 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

## **20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:**

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or

**29. WAIVER OF RIGHT TO JURY TRIAL: BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

**31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE.** The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

**32. MISCELLANEOUS:**

**A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

**B. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

**C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.
- F. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties over the other.
- G. Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[SIGNATURES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2014.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_ day of \_\_\_\_\_ 201\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_ day of \_\_\_\_\_ 201\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 201\_

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney



MATCH LINE C

D  
FRONTIER TRAILS  
(30 ACRES)

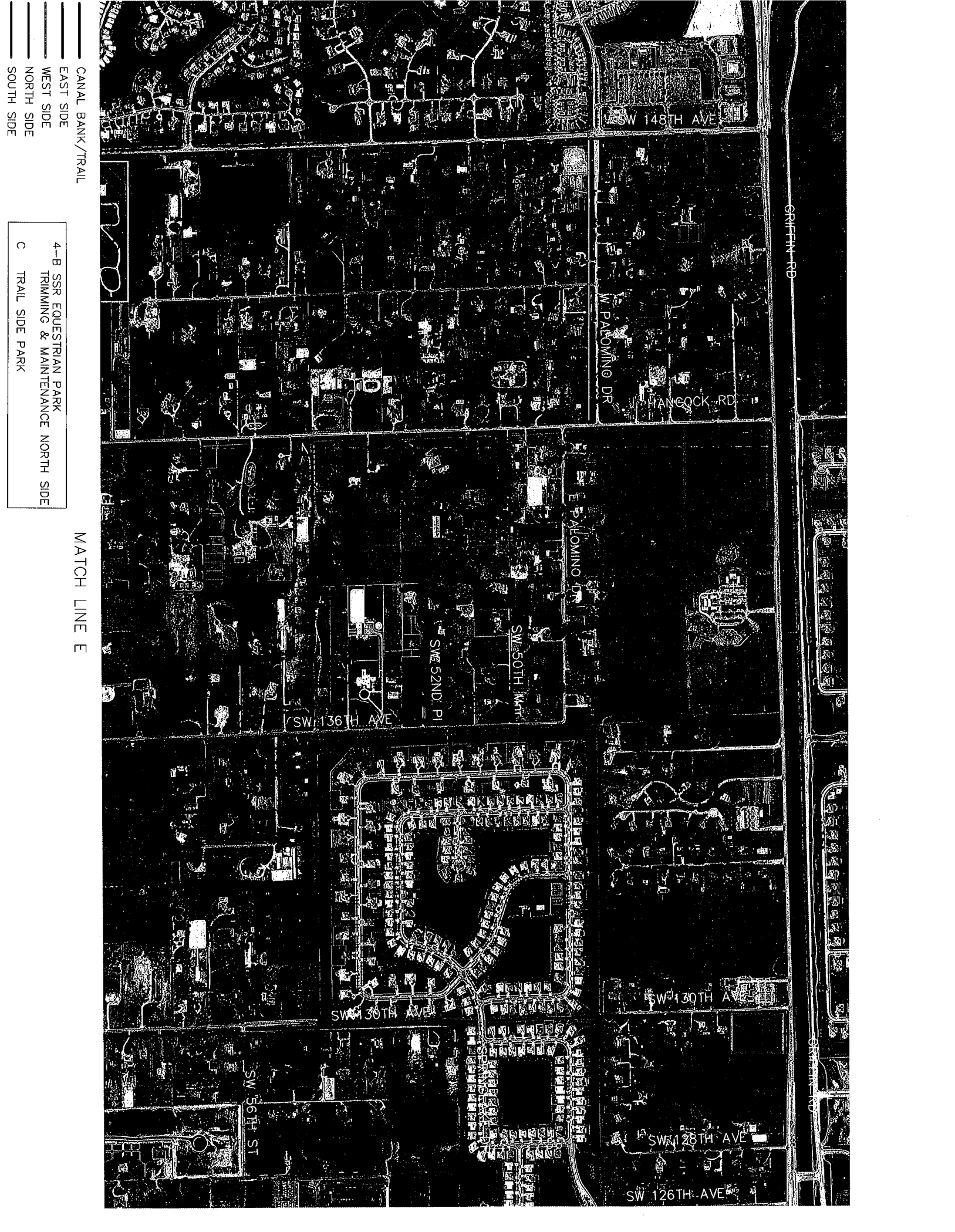
- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE



MATCH LINE D

- A-1 SWMS (26 ACRES)
- A-2 CALUSA CORNERS (11 ACRES)
- B ROLLING OAKS (46 ACRES PLUS BARN)
- F PUBLIC SAFETY BLDG

- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE



SW 148TH AVE

GRIFIN RD

W PALOMINO DR

HANCOCK RD

E PALOMINO DR

SW 52ND PL

SW 50TH MANT

SW 136TH AVE

SW 130TH AVE

SW 130TH AVE

SW 128TH AVE

SW 126TH AVE

SW 56TH ST

CANAL BANK/TRAIL

EAST SIDE  
WEST SIDE  
NORTH SIDE  
SOUTH SIDE

4-B SSR EQUESTRIAN PARK  
TRIMMING & MAINTENANCE NORTH SIDE  
C TRAIL SIDE PARK

MATCH LINE E

MATCH LINE C



SW 196TH AVE  
SW 198TH TER  
SW 199TH AVE  
SW 202ND AVE

SW 208TH LN  
S STIRLING RD

SW 196TH AVE

SHERIDAN ST

US 27

- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE

MATCH LINE D



CANAL BANK/TRAIL

EAST SIDE

WEST SIDE

NORTH SIDE

SOUTH SIDE

E	TOWN HALL (LANDSCAPE BED MAINTENANCE ONLY)
---	--------------------------------------------

MATCH LINE E



- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE

4-B SSR EQUESTRIAN PARK  
TRIMMING & MAINTENANCE SOUTH SIDE

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**SERVICE CATEGORIES / MAINTENANCE FREQUENCIES\***

Location / Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight / Brush back	8 +/-	Up to 8 times per year as directed											
Griffin Road East Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Griffin Road West Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail Mowing Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail String Trimming Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Shrub / Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 - 2	As directed											
Tree bed weeding	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 - 2	As directed											

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME PROGRESS PROPERTY MAINTENANCE, INC.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**PROPOSAL FORMS**

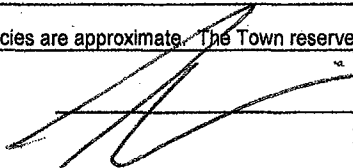
**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):**

**RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES**

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	<b>GRIFFIN ROAD EAST</b> ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$ 1214. <sup>67</sup>	\$ 29,152.
A	2	<b>GRIFFIN ROAD WEST</b> ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$ 1508.	\$ 36,192.
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$ 1056.	\$ 25,344.
C	4	Griffin Road West US 27 to Holiday Park entrance	\$ 96.	\$ 2,304.
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$ 288.	\$ 6,912.
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$ 24.	\$ 576.
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$ 24.	\$ 576.
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$ 72.	\$ 1,728.
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$ 48.	\$ 1,152.
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$ 107.	\$ 2,568.
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$ 192.	\$ 4,608.

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE



COMPANY NAME

RESTORATIVE PROPERTY MANAGEMENT INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):**

**RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES**

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place East and west sides, some north sides String trimming at Guardrail	\$ 144.	\$ 3,456.
C	13	SW 66 St. between SW 178 and SW 172 Aves North side	\$ 48.	\$ 1,152.
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$ 96.	\$ 2,304.
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side	\$ 472.	\$ 11,328.
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side	\$ 227.	\$ 5,448.
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side	\$ 168.	\$ 4,032.
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only North side	\$ 24.	\$ 576.
C	19	SW 50 St. (West Palomino Drive), South side	\$ 96.	\$ 2,304.
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side	\$ 72.	\$ 1,728.
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side	\$ 96.	\$ 2,304.
C	22	SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side	\$ 179.	\$ 4,296.

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:

COMPANY NAME:

*[Handwritten Signature]*  
*[Handwritten Company Name]* PROPER MAINTENANCE INC.

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price - (Frequencies as per "Maintenance Frequencies" sheets)
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side	\$ 72.	\$ 1,728.
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median	\$ 168.	\$ 4,032.
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side	\$ 192.	\$ 4,608.
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various	\$ 168.	\$ 4,032.
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side	\$ 72.	\$ 1,728.
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	\$ 48.	\$ 1,152.
C	32	SW 54 Pl. from SW 166 Ave. to 230' east of SW 164 Ter., Median Only	\$ 88. <sup>50</sup>	\$ 2,124.
<b>SUBTOTAL RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES</b>			\$	176,356.

**GRAND TOTAL - MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):**

\$ 176,356.

PROPOSER'S SIGNATURE:

COMPANY NAME: RESTICK PROPERTY MAINTENANCE Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)			
Item No.	Services	Unit	Unit Price
1.	ROW Maintenance / Mowing	Per Square Foot	\$ .003
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$ .4
3.	String Trimming Only Maintenance	Per Square Foot	\$ .25
4.	Shrub Trimming Only Maintenance	Per Square Foot	\$ .15
5.	Weeding Only Maintenance	Per Square Foot	\$ .11
6.	Edging Only Maintenance	Per Linear Foot	\$ .02
7.	Line of Sight / Brushback	Per Linear Foot (20' +/- width)	\$ .4
8.	Herbicide spraying	Per Square Foot	\$ .2
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25
10.		Per hour for all other times =	\$ 35
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 35
12.		Per hour for all other times =	\$ 45
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 75.
14.		Per hour for all other times =	\$ 95.
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs, with operator	Per hour =	\$ 75.
16.		Per day =	\$ 600.
17.		Per week =	\$ 2500.
18.		Per month =	\$ 10,000.
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$ 100.
20.		Per day =	\$ 800.
21.		Per week =	\$ 3800.
22.		Per month =	\$ 15,000.
23.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 75.
24.		Per day =	\$ 600.
25.		Per week =	\$ 2800.
26.		Per month =	\$ 10,900.
27.	Watering Truck with Operator	Per hour =	\$ 95.
28.		Per day =	\$ 750.
29.		Per week =	\$ 3,750.
30.		Per month =	\$ 15,000.

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:

COMPANY NAME:

*[Handwritten Signature]*  
Pest Control & Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)**

Item No.	Service	Unit	Unit Price
31.	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 110.
32.		Per day =	\$ 880.
33.		Per week =	\$ 4000.
34.		Per month =	\$ 15500.
35.	Mowing of turf area – Acreage	Per acre=	\$ 75.
36.	Mowing of turf area – ROW (20' +/- width)	Per Linear Foot=	\$ 1.40
37.	Melaleuca Mulch	Per Cubic Yard installed	\$ 38.
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325.
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325.
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 45.
41.	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$ 40.
42.	Micronutrients: Manganese, in granular form	Per lb. in place	\$ 5.
43.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 4.
44.	Removal & Proper disposal of debris	Per Cubic Yard	\$ 98.
45.	Fill Material, per cubic yard furnished and installed – Top soil	Per Cubic Yard	\$ 47.
46.	Fill Material, per cubic yard furnished and installed – Lake sand or sand fill	Per Cubic Yard	65.
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	65.
48.	Re-set downed / wind thrown tree	Per Tree	\$ 175.
49.	Staking – root ball staking – (preferred method)	Per Tree	\$ 50.
50.	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$ 50.
51.	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$ 45.
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$ 40.
53.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	2.5 x cost
Miscellaneous Code Enforcement services			
54.	Mowing/lawn maintenance	Per individual proposal	50.

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Rescue Property Maintenance Inc.

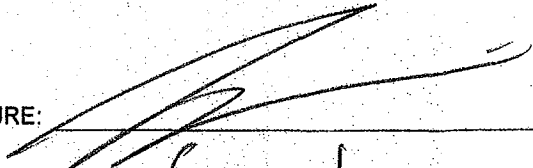
TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:



PROPOSER'S NAME:

Greg Lica

COMPANY NAME:

Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**OTHER REQUIRED SIGNATURES AND SUBMITTALS**

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

**PROPOSAL SECURITY**

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

**CONTRACTOR QUALIFICATIONS**

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

**PROFESSIONAL ORGANIZATIONS**

In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA)
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA)
- D. Florida Urban Forestry Council (FUFC)
- E. Florida Turfgrass Association (FTGA)

**CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

**DBA:** PRESTIGE PROPERTY MANAGEMENT &  
**Business Name:** MAINTENANCE INC

**Receipt #:** 324-165400  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
(LAWN MAINTENANCE)

**Owner Name:** PRESTIGE PROPERTY MANAGEMENT  
**Business Location:** 3300 SW 46 AVE  
DAVIE  
**Business Phone:** 584-3465

**Business Opened:** 04/01/1986  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

PRESTIGE PROPERTY MANAGEMENT  
3300 SW 46 AVE  
DAVIE, FL 33314

**Receipt #** 01A-13-00005327  
**Paid** 07/15/2014 81.00

**2014 - 2015**





**TOWN OF DAVIE  
BUSINESS TAX RECEIPT**

6591 SW 45<sup>th</sup> St  
Davie, FL 33314

First-Class Mail  
PRSR  
U S Postage Paid  
PDS

**Name and Location of Business Tax Receipt**

**PRESTIGE PROPERTY MGMT & MAINT  
3300 SW 46 AVE 1**

**DAVIE, FL 33314**

License Type: **Offices Desk Space No Stock**  
 Licensed For & Quantity: **Offices Desk Space No Stock 1**

License #:	<b>7424</b>	Phone #:	<b>3055815675</b>
Effective Date:	<b>10/1/2014</b>	Expiration Date:	<b>9/30/2015</b>
<b>REFERENCE:</b>		<b>MAILING ADDRESS:</b>	
		TO:	
		PRESTIGE PROPERTY MGMT & MAINT 3300 SW 46 AVE #1	
<b>Restrictions:</b>		DAVIE FL 33314	

# *State of Florida*

## *Department of State*

I certify from the records of this office that PRESTIGE PROPERTY MAINTENANCE INC is a corporation organized under the laws of the State of Florida, filed on February 18, 1986.

The document number of this corporation is M27540.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 23, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of May, 2014*



*Ken DeJong*  
**Secretary of State**

Authentication ID: CU0274431952

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

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

Date	File No.	Expires
February 19, 2014	JBT82927	February 28, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

3300 SW 46TH AVE  
DAVIE, FL 33314

PRESTIGE PROPERTY MAINTENANCE INC      Lawn and Ornamental  
3300 SW 46TH AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

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

Date	File No.	Expires
February 19, 2014	JE44902	February 28, 2015

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

PRESTIGE PROPERTY MAINTENANCE INC  
DAVIE, FL 33314

THOMAS PATRICK JACOB      Certified Operator  
PRESTIGE PROPERTY MAINTENANCE INC  
3300 SW 46TH AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

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

Date	File No.	Expires
May 8, 2014	JF6337	June 1, 2015

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

THOMAS PATRICK JACOB      Lawn and Ornamental  
3300 SW 46TH AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

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

Date  
August 1, 2013

File No.  
LF207159

Expires  
July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

THOMAS PATRICK JACOB  
5500 SW 70 AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

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

Date  
August 21, 2013

File No.  
LF207160

Expires  
July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

WILLIAM M DIEFENDERFER  
627 NE 8TH AVENUE APT 3  
FORT LAUDERDALE, FL 33304

  
ADAM H. PUTNAM, COMMISSIONER

July 23, 2014

## BROWARD COUNTY TREE TRIMMER LICENSE

### STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card.  
Current training cards reflect that training was completed within
    - the past two (2) years
    - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

PRESTIGE PROPERTY MAINTENANCE, INC.  
3300 SW 46 AVENUE  
DAVIE, FL 33314

**BR** **WARD** CLASS: **A**  
COUNTY  
**FLORIDA**

**TREE TRIMMER LICENSE**

TTL#: **A-406** EXPIRES: **08/31/2016**  
**PRESTIGE PROPERTY MAINTENANCE, INC**  
3300 SW 46 AVENUE  
DAVIE, FL 33314  
TRAINED EMPLOYEE: THOMAS P JACOB

# International Society of Arboriculture

## Certified Arborist

*Thomas P. Jacob*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

*D. Gleason*

Certification Board, Chair  
International Society of Arboriculture

*J. Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

FL-1297A

Certificate Number

Mar 27, 2004

Certified Since

Jun 30, 2016

Expiration Date

**SPEC PLUMBER-LAWN SPRINKLER**  
 94-CLS-604-X  
 LICA, FRED W. - QUALIFYING  
 PRESTIGE PROPERTY MGT & MAINT, INC  
 3300 SW 46 AVE SUITE #6  
 DAVIE FL 333142215  
 EXPIRES 08/31/2015

**BROWARD COUNTY**  
**FLORIDA**



**CERTIFICATE OF COMPETENCY**  
 Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

LICA, FRED W.  
 5071 SW 64 AVE  
 DAVIE FL 33314

**BROWARD COUNTY, FLORIDA**  
**CERTIFICATE OF COMPETENCY**  
 SPEC PLUMBER-LAWN SPRINKLER  
 CC# 94-CLS-604-X  
 LICA, FRED W. - QUALIFYING  
 PRESTIGE PROPERTY MGT & MAINT, INC  
 3300 SW 46 AVE SUITE #6  
 DAVIE FL 333142215  
 EXPIRES 08/31/2015



VOICE OF TREE CARE

# YOUR HISTORY IS OUR HISTORY...

Prestige Property Maintenance

September 2012

MEMBER NAME

MEMBER SINCE

A handwritten signature in black ink, appearing to read 'Mark Garvin'.

PRESIDENT  
Mark Garvin

Tree Care Industry Association, Inc.

## TREE CARE INDUSTRY ASSOCIATION

*Advancing tree care businesses since 1938*





GV14281-1

Certificate #  
GV14281

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## William M. Diefenderfer

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

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

DEP Program Administrator

Not valid without seal



GV14293-1

Certificate #  
GV14293

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## Thomas P. Jacob

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

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

DEP Program Administrator

Not valid without seal



South Florida Chapter

www.safetycouncil.com  
800-392-6101



**MIKE DIEFENDERFER**

has completed a Safety Training Course in:  
MOT INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

6-6-2016  
Expiration

Wallace McCleod  
Instructor-Wallace McCleod



South Florida Chapter

**DAMON PETERS**

has completed a Safety Training Course in:  
INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

1-13-2013  
Expiration

Ralph Kindig Jr.  
Instructor-Ralph Kindig Jr.

**CERTIFICATE OF COURSE COMPLETION**  
**KNOW ~ THE ~ FLOW**

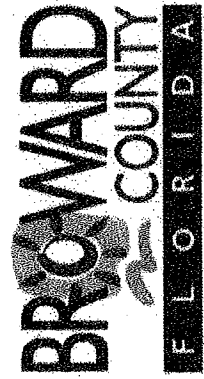
This certificate is awarded to  
**Fred Lica**  
May 17, 2011

*Jimmy Moore*  
Instructor

*Paul De*  
Instructor

*John W. Park*  
Instructor

*Carol Shively / Robin J. La*  
Instructor



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

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

# **PRESTIGE PROPERTY MAINTENANCE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

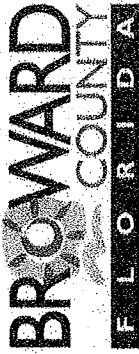
through June 30, 2015



*Ben Boltusky, Executive Vice President*



*Member in good  
standing since 2010*



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development


*This Certificate is Awarded to:*

**PRESTIGE PROPERTY MAINTENANCE, INC.  
DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise**

**Anniversary Date: February 25<sup>th</sup>**

  
Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



Our Best.  
Nothing Less.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 12, 2014

Mr. Greg Lica  
**PRESTIGE PROPERTY MAINTENANCE, INC.**  
**DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**

3300 SW 46<sup>th</sup> Avenue  
Davie, Florida 33314

Dear Mr. Lica:

The Broward County Office of Economic and Small Business Development is pleased to announce that your firm's **County Business Enterprise** certification has been renewed.

Your firm's certification is continuing from your anniversary date, but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to assure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE program within **thirty (30) days** from your anniversary will result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.

To review current Broward County Government bid opportunities visit:

~~<http://www.broward.org/purchasing/currentsolicitations>~~. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: <http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 561710, 561730

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE**  
**ANNIVERSARY DATE: FEBRUARY 25<sup>th</sup>**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2014

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

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

PRODUCER License # L079091 CKP Insurance LLC 21845 Powerline Road Suite 205 Boca Raton, FL 33433	CONTACT NAME: <b>Charles Hemphill</b> PHONE (A/C, No, Ext): <b>(561) 807-0900</b> E-MAIL ADDRESS: <b>Chemphill@ckpinsurance.com</b>	FAX (A/C, No): <b>(561) 826-3782</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>American Fire and Casualty Company</b> INSURER B : <b>Ohio Security Insurance Company</b> INSURER C : INSURER D : INSURER E : INSURER F :	

INSURED: **Prestige Property Mgmt & Main., Inc. & Prestige Property Maintenance Inc dba 3300 SW 46th Avenue Davie, FL 33314**

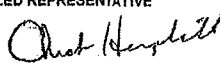
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>BLA(15)55927968</b>	<b>02/18/2014</b>	<b>02/18/2015</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			<b>BAS55927968</b>	<b>02/18/2014</b>	<b>02/18/2015</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>Comp &amp; Coll Ded</b> \$ <b>500</b> EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>Town of Southwest Ranches</b> 13400 Griffin Ranches Southwest Ranches, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2014

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

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

PRODUCER  FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:	
	PHONE (A/G, No, Ext): 1-800-277-1620 x4800	FAX (A/G, No): 727-797-0704
INSURED  FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC#
	FRANK WINSTON CRUM INSURANCE CO.	11600
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 257332 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201400000	1/1/2014	1/1/2015	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td colspan="2">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td colspan="2">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td colspan="2">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER	E.L. EACH ACCIDENT		\$1,000,000		E.L. DISEASE - EA EMPLOYEE		\$1,000,000		E.L. DISEASE - POLICY LIMIT		\$1,000,000	
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER																				
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E.L. DISEASE - EA EMPLOYEE		\$1,000,000																					
E.L. DISEASE - POLICY LIMIT		\$1,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 EFFECTIVE 12/26/2007, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN ROAD SOUTHWEST RANCHES, FL 33330	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 



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

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

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

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

PROPOSER'S NAME \_\_\_\_\_

COMPANY NAME Pest & Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to 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 Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**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 Town of SW Ranches  
by Carol Lee for ProPerty Maintenance Inc  
ProPerty Maintenance Inc whose business address is 3290 SW 46 Ave Davie, FL  
33314 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639529  
(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 with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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 Para. 287.133(1)(a), Florida Statutes, means:
  - (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). Any 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 prime facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
2. I understand that a "person" as defined in Para. 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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

PROPOSER'S SIGNATURE:

COMPANY NAME:

Carol Lee  
ProPerty Maintenance Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

6. Based on information and belief, the statement which I have marked below is true in relation 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 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.)

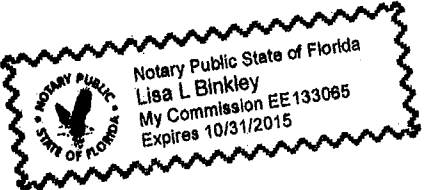
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

By: \_\_\_\_\_  
Carole Lica  
(Printed Name)  
CONTROLLER  
(Title)

Sworn to and subscribed before me this 19 day of November, 2014  
Personally known

Or Produced Identification \_\_\_\_\_  
(Type of Identification) Lisa Binkley  
Notary Public - State of Florida

My Commission Expires 10/31/2015  
(Printed, typed, or stamped commissioned name of notary public)



PROPOSER'S SIGNATURE: \_\_\_\_\_  
COMPANY NAME: West Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**NON-COLLUSIVE AFFIDAVIT**

State of FL )  
County of Broward ) ss.

Conrad Lucia being first duly sworn deposes and says that:

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

By: \_\_\_\_\_  
Conrad Lucia  
(Printed Name)  
Partner  
(Title)

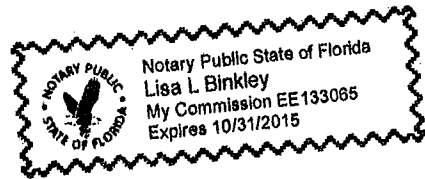
Sworn to and subscribed before me this 19 day of November, 2014

Personally known ✓

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of Florida  
My Commission Expires 10/31/2015  
(Printed, typed, or stamped commissioned name of notary public)

Lisa Binkley



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

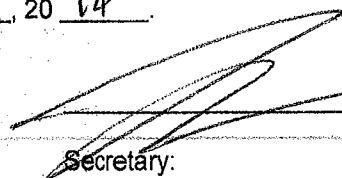
State of FL )  
County of Broward ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FL, held on Nov 18<sup>th</sup> 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Carlo Luca, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov 18 20 14, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 18<sup>th</sup> day of Nov, 20 14.

  
Secretary:  
(SEAL)

PROPOSER'S SIGNATURE

COMPANY NAME: Residential Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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**PROPOSER QUALIFICATION**

List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year in the past five (5) years.

Project Name: City of Coral Springs  
Client Name: \_\_\_\_\_  
Address: 9551 W Sample Rd, Coral Springs, FL  
Contact Person: Louis Goldstein  
Contact Person Tel. No.: 954/345-2112

Project Name: US1 - FLL Airport  
Client Name: Broward County Aviation  
Address: 1501 SW 43 St, Ft Lauderdale, FL  
Contact Person: Curtis Johnson  
Contact Person Tel. No.: 954/359-1250

Project Name: City of Tamarac  
Client Name: \_\_\_\_\_  
Address: 6011 Nob Hill Road, Tamarac, FL  
Contact Person: John Engwiller  
Contact Person Tel. No.: 954/597-3727

Project Name: Canal Bank Mowing and Maintenance  
Client Name: Broward County Water & Wastewater Services  
Address: 2555 W Copans Rd, Pompano Bch, FL  
Contact Person: Carl Archie  
Contact Person Tel. No.: 954/831-0753

Project Name: City of Miramar  
Client Name: \_\_\_\_\_  
Address: 2300 Civic Center Place, Miramar, FL  
Contact Person: Fawazz Massoom  
Contact Person Tel. No.: 954/883-5126

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**GOVERNMENTAL CONTACT INFORMATION**

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

Name of agency: ATTACHED

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Rescue Pro Property Maintenance Inc



**REFERENCES & CONTRACT EXPERIENCE**

**CITY OF CORAL SPRINGS**

9551 West Sample Road  
Coral Springs, Florida 33075-4501

Contact: Louis Goldstein  
Parks Superintendent  
(954) 345-2112 Fax (954) 345-2111  
Email: lg@coralsprings.org

Scope: City wide maintenance of right of ways, lift stations, canal headers, cul-de-sacs, right of ways, neighborhood parks, and linear parks including: lawn mowing, hedge & shrub trimming, chemical control, and fertilization.

(Primary contractor - \$516,000 annually)

Date of Contract: October 1993 - present

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**BROWARD COUNTY**

**AVIATION DEPARTMENT**

1501 Southwest 43<sup>rd</sup> Street  
Fort Lauderdale, Florida 33315

Contact: Curtis Johnson  
Contract Supervisor  
(954) 359-1250 Fax (954) 252-2297  
Email: curjohnson@broward.org

**US 1 Corridor**

Scope: US 1 at Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, and tree trimming.

(Primary contractor - \$323,000 annually)

Date of Contract: November 2000 - May 2006

January 2011 - present

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**Fort Lauderdale / Hollywood Int'l Airport**

Scope: Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, tree trimming and hurricane clean up and remediation.

(Primary contractor - \$324,000 annually)

Date of Contract: May 2004 - September 2009

February 2012 - present

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**CITY OF TAMARAC**

Public Works  
6011 Nob Hill Road  
Tamarac, Florida 33321-2401

Contact: John Engwiller  
Operations Manager - Public Works  
(954) 597-3727 Fax (954) 597-3720  
Email: John.Engwiller@tamarac.org

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

(Primary contractor - \$949,000 annually)

Date of Contract: January 2000 - present

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**BOCA WEST - VILLAGE OF  
BRIDGEWOOD MASTER ASSOCIATION**

2400 Bridgewood Drive  
Boca Raton, Florida 33434

Contact: Carol Meyer  
Property Manager  
(561) 483-7133 Fax (561) 483-7134  
Email: office@villageofbridgewood.com

Scope: Grounds maintenance of Master Association and six Associations including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, landscape installations and fertilization. (Primary contractor - )

Date of Contract: February 2002 - present

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**BROWARD COUNTY  
WATER & WASTEWATER SERVICES**

2555 West Copans Road  
Pompano Beach, Florida 33069

Contact: Glen Spencer  
Water Management Division  
(954) 831-0753 Fax (954) 831-3285  
E-mail: gspencer@broward.org

Scope: General maintenance and mowing of countywide canal right of way easements including: trash removal, removal of debris, trees, aquatic and exotic vegetation. (Primary contractor)

Date of Contract: August 2011 - present

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**CITY OF MIRAMAR**  
2300 Civic Center Place  
Miramar, Florida 33025

Contact : Fawwaz Massoom  
Landscape Inspector  
(954) 883-5126  
E-mail: ffmassoom@cimiramar.fl.us

Scope: General maintenance and mowing of citywide right of way easements, medians, water treatment facilities including lawn mowing, hedge & shrub trimming, chemical control, fertilization, irrigation maintenance, mulch installation, and landscape installation. (Primary contractor)

Date of Contract: December 2011 - present

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**CITY OF SUNRISE**  
6466 Northwest 20<sup>th</sup> Street  
Sunrise, Florida 33313

Contact: Bill Ginter  
Division Director of Grounds Maintenance  
(954) 572-2385 Fax (954) 572-2409  
Email: WGinter@cityofsunrise.org

Scope: City wide grounds maintenance of medians, swales, and intersections including: lawn mowing, chemical control, mulch installation, and fertilization. (Primary contractor)

Date of Contract: October 2008 - September 2012

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**SUBCONTRACTORS**

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

CLASSIFICATION  
OF WORK

NAME, ADDRESS, PHONE  
OF SUBCONTRACTORS

None

PROPOSER'S SIGNATURE:

COMPANY NAME: *Restick Property Maintenance Inc.*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**PROPOSED MANAGEMENT PLAN**

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded the Contract. (Use additional sheets if necessary.)

*see attached*

PROPOSER'S SIGNATURE:

COMPANY NAME:

*[Handwritten Signature]*  
*PRESTIGE PROPERTY MAINTENANCE LLC*

# Management

For services provided for the Town of Southwest Ranches – RIGHT OF WAYS, our team of professionals will be involved in all aspects of the project. We will be assigning Damon Peters as the Account Manager. Damon currently manages a list of projects including The City of Miramar, Dragados Inc. (I-75 mowing operation), Lake Park at Forest Ridge HOA, and Chatham Towne HOA. Damon will provide all aspects of project management and will be the direct contact point for the Town. He will also manage our field supervisory team in order to ensure their maintenance crews meet all performance indicators, safety, and quality standards.

## Dedicated Personnel and Equipment

Prestige Property Maintenance proposes the following equipment and personnel structure for the Town of Southwest Ranches for listed locations:

- (A) 2 (four man) mowing crews during summer months and 2 (four man) mowing crews during the winter months, 2-yard capacity pick up truck and 18-foot trailer. The mowing equipment will 61" and 72" ZTR riding mowers, 36" walk behind mowers; 3 line trimmers, 2 edgers, and 12 blowers, along with any incidental equipment such as trash cans, rakes, etc.
- (B) 1 (five man) trimming crew with a 12-yard dump body flat bed truck. The equipment would include hedge trimmers, pole saws, blowers, and any incidental equipment, trash cans, rakes, etc.
- (C) 1 (2 man) chemical/fertilizer crew in a flat bed truck with a 200 gallon water source to provide quality control and the application of herbicide to beds. Additionally, this crew will apply fertilizers throughout the year.
- (D) Powertrac 90" slope/brush mower

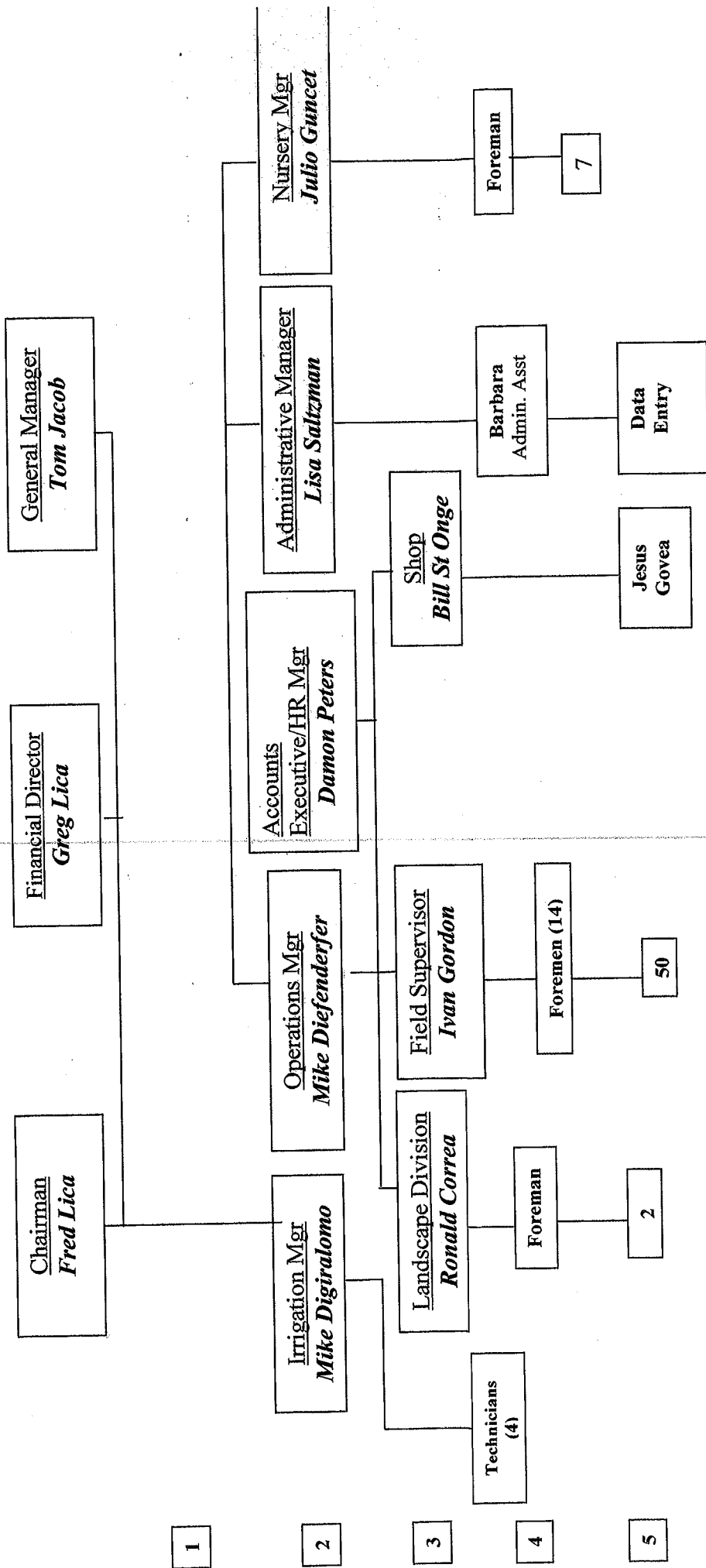
## Auxiliary Services Offered

The following are the auxiliary services provided by Prestige Property Maintenance:

- Commercial and Multi Family Lawn Maintenance
- Landscaping- Installation, Design, and Maintenance
- Tree Trimming and Removal
- Pest Control (Turf and Plant)
- Wholesale Plant and Tree Nursery
- Backhoe, Skid Loader, and Heavy Equipment Rentals
- Irrigation Repair and Installation
- Fertilization
- Mulch Installation
- Tractor Mowing

# Prestige Property Management and Maintenance, Inc.

## Organizational Chart



1

2

3

4

5

## COMPANY PROFILE

PRESTIGE PROPERTY MAINTENANCE is a full service commercial grounds maintenance company which has served South Florida since 1986. PRESTIGE can handle all of your grounds maintenance needs; including lawn maintenance, irrigation installation, maintenance & repairs, tree trimming & removal, fertilization, weed & pest control, mulch blowing services and landscape design & installation services, including seasonal color, all with plants from our own 25 acre plant & tree farm.

As a mid-sized, family owned and operated company, PRESTIGE, over its twenty five plus years in the grounds maintenance industry, has earned itself a reputation of being able to provide both personalized and professional quality service to its customers. As evidenced by its' broad customer base from condos & homeowners' associations, apartment, office, & industrial complexes, office buildings & shopping centers and municipalities to high profile jobs like the Ft Lauderdale/Hollywood International Airport and secure facilities like the Florida Power & Light's Port Everglades plant and sub - stations, PRESTIGE gets the results you're looking for. PRESTIGE has been able to maintain and increase its revenues over the years by providing quality service that, in turn, promotes customer loyalty and retention, renewed service contracts and referrals. PRESTIGE's focus on customer satisfaction is the primary component of its long term success in an industry that is often plagued with fly-by-night companies.

Key personnel at PRESTIGE include GREG LICA, Controller; FRED LICA, General Manager; TOM JACOB, Accounts Manager; and MIKE DIEFENDERFER, Operations Manager. All of these individuals have been with PRESTIGE since its inception. A brief description of the key personnel's background and experience is set forth below.

GREG LICA holds a bachelor's degree in Accounting and brings to PRESTIGE more than twenty-five years in Accounting and Marketing, in addition to Small Business Management. Greg is also a State licensed Property Manager and Real Estate Broker, so he knows the importance of maintaining your property's curb appeal to maximize its value. At PRESTIGE, Greg's responsibilities include all accounting and marketing functions. His knowledge in the financial and insurance arena has allowed PRESTIGE to remain a viable business in times where other similar businesses have suffered or even failed.

FRED LICA holds a bachelor's degree in Small Business Management and is also a State licensed Irrigation Contractor. Fred is deemed an irrigation expert in South Florida and is known for his trouble shooting skills. Fred is also a certified member of the Florida Nurserymen and Growers Association. At PRESTIGE, Fred is an integral part of our estimating and inspection team, as well as overseeing the Irrigation and Landscaping Divisions.

TOM JACOB is recognized in South Florida as an expert in arboriculture and turf & ornamental pest control and offers customers his expertise in all aspects of the horticulture industry. He is an International Society of Arboriculture - Certified Arborist and licensed as a "Class A" tree trimmer, as well as a certified and licensed Pest Control Operator. At PRESTIGE, Tom is an integral part of our estimating and inspection team. In addition to being responsible for the Lawn Maintenance and Tree Divisions, Tom heads the Employee Job Safety Team. As Accounts Manager, Tom lends to PRESTIGE his ability to effectively and positively communicate with PRESTIGE's customers.

MIKE DIEFENDERFER is a certified member of the Landscape Managers Association. In addition, Mike studies at Broward Community College to enhance his horticultural knowledge and skills. As yet another integral part of our estimating and inspection team, Mike, as Operations Manager, is responsible for personnel scheduling and job supervision. Mike also has a passion for Landscaping, making him an important part of our landscaping design team and making him a valuable consultant to customers.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

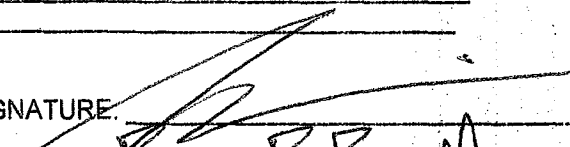
List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: \_\_\_\_\_  
Case Number: No Malpractice Cases Brought  
Jurisdiction: By or Against Plaintiff  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPOSER'S SIGNATURE:   
COMPANY NAME: RESTORE PRO PROPERTY MAINTENANCE INC



**STATEMENT OF NO RESPONSE**

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

or

Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

**REASONS**

1. \_\_\_\_\_ Do not Offer this product/service or equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

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

**ADDENDUM # 3**  
**Town-Wide Right-of-Way Maintenance Services**  
**RFP No. 14-015**

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**Question:** Page 17 states Trash receptacles to be maintained daily or weekly. Which one of the two is it? How many trash receptacles are there? Does contractor need to provide the trash liners for each trash receptacle?

**Answer:** *The areas to be maintained in RFP 14-015 are currently not furnished with trash receptacles. No more than 5 receptacles are planned to be added in the future and the Town will provide the liners. Daily collection and weekly curbside service would be expected.*

**Question:** In reference to the price sheets, to avoid confusion, should the price sheet state the frequency of service next to the unit price?

**Answer:** *Please refer to the frequency schedule for each service category, maintenance zone/location.*

**Question:** What is the current monthly billing of your current vendor?

**Answer:** *The base monthly amount for Right of Way maintenance on Griffin Road is \$1,975. The base monthly amount for Right of Way maintenance on all other rights of way, combined, is \$2,813.54.*

**Question:** Is the current scope of work the same as the new RFP?

**Answer:** *It is the responsibility of the Proposer to thoroughly review the scope of work and all RFP documents. If an interested Proposer wishes to compare the RFP with the current contract, they may do so at their convenience.*

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**November 7, 2014**



3300 SW 46 Ave  
Davie, FL 33314-2215  
Tel: 954-584-3465  
Toll Free: 800-972-5331  
Fax: 954-584-2185  
www.prestigepmm.com

TOWN OF SOUTHWEST RANCHES  
Public Works  
13400 Griffin Road  
Southwest Ranches, Florida 33330

January 22, 2015

via e-mail: [dlauretano@southwestranches.org](mailto:dlauretano@southwestranches.org)

ATTN: December Lauretano-Haines

RE: GRIFFIN ROAD: Clean Up and Landscape Improvements

As per our drive through in the TOWN OF SOUTHWEST RANCHES, I am submitting the following proposal for your consideration:

GRIFFIN ROAD - EAST & WEST

Clean up and cut back of shrubs to bring back to maintainable conditions - per our drive through (service performed with the first bed trimming cycle) :

Landscape, chemical, and bed crews:

- Remove and dispose of dead plant material
- Remove and dispose of declining flax and ilex
- Remove weeds from beds; develop beds
- Allow clearance of hardwood tree in firebush shrubs buffering south side properties
- Hard cut back of shrubs in medians and south buffer
- Clear curbs of shrub overgrowth.
- Clear vegetation encroaching on walking path
- Brush Blade overgrowth encroaching private property east and west of 188<sup>th</sup> Avenue

Total for Above Crews

\$ 18,000.00

Tree Crew:

Clean up, tree and plant removal per our drive through:

- Remove and dispose of dead trees and palms
- Remove and dispose of exotic trees and plants
- Remove 6 washintonia volunteer palms
- Lift hardwood trees and palms up to 8 ft.
- Cut back firebush to 5 ft on south buffer along Southwest Meadows park
- Apply herbicide to develop beds and treat crack weeds (2 applications)
- Treat brazillian pepper stumps as necessary.

Total for Tree Crew

\$ 3,800.00

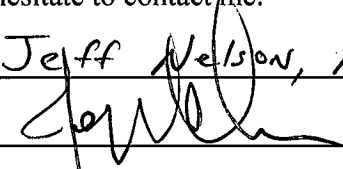
**TOTAL FOR THIS PROPOSAL**

**\$ 21,800.00**

\* Trimming will be done according to County and National Arborist Association standards. Cost of permits, fees or inspections are not included in this contract. (Tree trimming certificate # A-406)

We appreciate the opportunity to bid your work. In the event any litigation arises out of this agreement, the prevailing party will be entitled to attorneys fees plus and cost associated with. If you have any further questions, please do not hesitate to contact me.

ACCEPTED BY: Jeff Nelson, Mayor (Print name)

SIGNATURE / TITLE: 

DATE: February 12, 2015

PRESTIGE PROPERTY MAINTENANCE, INC.

Sincerely,



Tom Jacob  
Director of Operations

TJ/lb