

CITY OF MARATHON, FLORIDA
RESOLUTION 2007-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH GONZALEZ BROTHERS LANDSCAPING, INC., FOR LANDSCAPE AND FACILITIES MAINTENANCE OF CITY PARKS IN AN AMOUNT NOT TO EXCEED \$350,000; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City published an invitation to bid for landscape and facilities maintenance of City parks with the bid opening on June 22, 2007; and

WHEREAS, facilities maintenance was broken down into three smaller contracts to enable smaller contractors to bid on the work or a total bid of all the parks could be submitted; and

WHEREAS, Gonzalez Brothers Landscaping, Inc. was the sole bidder, whose bid came in at \$350,000 annually as a total bid for Marathon Community Park, Marathon Marina, Sombrero Beach, Coco Plum Beach, Rotary Park, and Jesse Hobbs Park. All insurance and licenses are in order as required in the bid documents; and

WHEREAS, the terms of the contract are an initial two (2) year term with two (2) additional one (1) year extensions. As this contractor is under contract with the City at this time, this new contract will not commence until October 1, 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:


Section 1. The City Council hereby approves the Contract between Gonzalez Landscaping, Inc. and the City, a copy of which is attached hereto as Exhibit "A," for landscape and facilities maintenance for Marathon Community Park, Marathon Marina, Sombrero Beach, Coco Plum Beach, Rotary Park, and Jesse Hobbs Park in the amount of \$350,000, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2. The City Manager is authorized to execute the contract on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 14th day of August, 2007

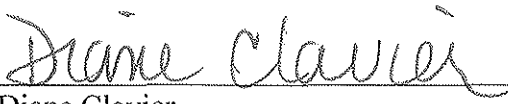
THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

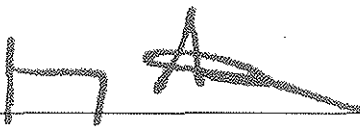
ATTEST:



Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY

**SECTION 2
CONTRACT**

THIS CONTRACT is made this 14 day of August, 2007 by and between the City of Marathon, Florida (the "City") and Gonzalez Brothers Landscaping Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications.
- 2.2. **COMPENSATION/PAYMENT**-
 - 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month.
 - 2.2.4. Upon proposal requested by City Manager or designee, the Contractor may perform additional services as needed.
 - 2.2.5. In the event of a major storm or act of god, the Contractor shall provide a proposal to the City Manager or designee , to return the park or beach to its normal condition.
- 2.3. **TERM**- This Agreement shall be effective upon Notice to Proceed and shall continue through September 30, 2009. The City may, at it's sole option, extend this Agreement on the same terms and conditions for two additional one (1) year terms. Such extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.
- 2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.
- 2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

2.6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

2.7. **INDEMNIFICATION-**

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Agreement.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The City has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.

2.7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

- Instructions to Bidders;
- All Addendums;
- Contract Agreement;
- Proposal;
- Detailed Specifications;
- Qualification Statement;
- Public Entity Crime Form;
- Insurance Certificates
- F.D.E.P. Permit
- Licenses

2.9. **CONTRACTOR'S EMPLOYEES-**

2.9.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2.9.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.3. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

2.9.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

2.10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. Specific equipment needed for individual parks will be noted under that parks scope of work.

2.11. **INSURANCE-**The Contractor shall provide and maintain during the life of this Agreement the following coverages.

2.11.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.

2.11.2. Comprehensive and general liability and auto insurance policies. Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:

a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The City shall be named as additional insured.

b. Comprehensive Auto Liability Insurance. The City shall be named as an additional insured.

c. Contractual Liability Insurance. The City shall be named as additional insured.

2.11.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

2.11.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

2.12. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

2.13. **TERMINATION-**

2.13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

- 2.14. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.
- 2.15. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
- 2.16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 2.17. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.
- 2.18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 2.19. **WAIVER OF JURY TRIAL**- The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 2.20. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 2.21. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

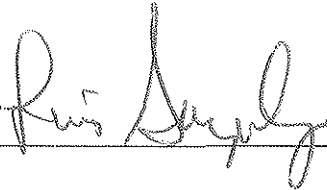
City:

City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050

Attention: City Manager

Contractor:

Gonzalez Brothers Landscaping Inc.
P.O. Box 501740
Marathon, Florida 33050



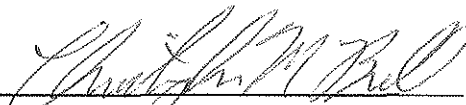
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

CITY OF MARATHON

By: 

Diane Clavier, City Clerk

By: 


Christopher M. Bull, Mayor


By: 

City Attorney

Signed, sealed and witnessed in the presence of:

* As to Contractor:

By: 

By: 

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**RESOLUTION AND AUTHORIZATION
TO PLACE BID WITH CITY OF MARATHON**

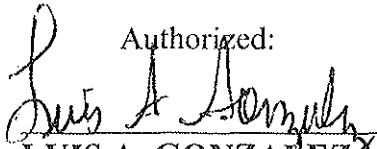
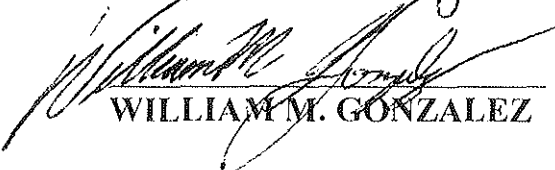
GONZALEZ BROTHERS LANDSCAPING, INC.
P.O. Box 501740
Marathon, FL 33050

City of Marathon:

This Resolution and Authorization is executed and delivered to City of Marathon, Florida, on the date set forth below by the named entity, in order to authorize the individuals identified to execute and deliver on behalf of the entity both this Resolution and any other agreements or documents which the City of Marathon may require with respect to the submitting of any bid or performing any services to be provided to the City of Marathon.

At a meeting duly called for the purposes set forth herein, after proper notice, it was RESOLVED that each of the undersigned as either officer, owner, principal, or other authorized individual may take all action required on behalf of the entity for execution and delivery of this Resolution and any other agreements or documents which the City of Marathon may require from time to time with respect to submitting bids for the City of Marathon Landscaping Facility Maintenance or any other bids or services submitted or performed for the City of Marathon.

It is further RESOLVED that after consideration of the bids provided to the City of Marathon, Gonzalez Brothers Landscaping, Inc. has determined to authorize the following individuals to act on its behalf:

Authorized:	Title
 _____ LUISA A. GONZALEZ	President
 _____ WILLIAM M. GONZALEZ	Vice-President

Each of the undersigned, for themselves and on behalf of the entity, acknowledge that upon execution and delivery of this Resolution, the named individuals may from time to time submit bids to the City of Marathon, and each of the individuals identified above is authorized by this Resolution to act on behalf of the entity for the provision of services to the City of Marathon. This Resolution will remain in full force and effect and may be relied upon by the City of Marathon until the entity provides written notification of any change.



**CITY OF MARATHON
FLORIDA**

**INVITATION TO BID
FOR
Landscape and Facilities Maintenance of City
Parks**

MAY 25, 2007



**INVITATION TO BID
FOR**

LANDSCAPE AND FACILITIES MAINTENANCE OF CITY PARKS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the CITY OF MARATHON, until 2:00 P.M., local time, Tuesday, June 22, 2007, at the offices of the City of Marathon located at 10045-55 Overseas Highway, Marathon, Florida, 33050.

The work for which proposals are to be submitted consists of Landscape and Facilities Maintenance of City Parks.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the contract documents. Bid packages may be picked up at City Hall, 10045-55 Overseas Highway, Marathon, Florida, 33050, contact Donna Cofano at the City 305-289-4104 and from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com.

The City reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the City.

The City of Marathon

**SECTION 1
INSTRUCTIONS TO BIDDERS**

1.01. **SEALED PROPOSALS**- Sealed proposals for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: June 22, 2007

Time: 2:00 p.m.

Place: City Clerk's Offices

1.02. **DEFINITION OF TERMS**- Certain terms used in these documents are defined as follows:

Bid\Proposal	The bid documents submitted by the Bidder.
Bidder	Any Person, firm or corporation submitting a proposal for the Work covered by these specifications, or his duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, if applicable.
Contractor	The person, firm or corporation with whom the City has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must have an actual office, business location, or facility located within the City limits. The purpose of the requirement is to ensure that the services required under the Contract are immediately available in the event of an emergency due to the geographic limitations of the City, with it's sole access along U.S. 1, and the likelihood of an evacuation order of the Florida Keys. Has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract with the City.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Work	The services required by the Contract Documents

- 1.03. **DELIVERY OF PROPOSALS**- All Bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the Bidder and his address clearly marked:

Landscape and Facilities Maintenance of City Parks

and addressed to:

City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050

Attention: City Clerk

All Bids must be received by the City no later than 2:00 p.m. on June 22, 2007.

- 1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the Bid, shall accompany each Proposal as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The City of Marathon.
- 1.05. **PROPOSAL FORMS**- The Bidder shall submit two (2) originals of the Proposal. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Proposal shall include: 1) Proposal Form; 2) Certificate or Evidence of Insurance; 3) Bid Guarantee; 4) Qualifications Statement; 5) Copies of Licenses; 6) Public Entity Crime Form; 7) any Addenda; and 8) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign the Proposal as follows: If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.
- 1.07. **FAMILIARITY WITH LAWS**- The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

- 1.08. **QUALIFICATION OF BIDDERS**- Each Bidder shall submit a completed Qualification Statement utilizing the form attached.
- 1.09. **RIGHT TO REJECT PROPOSALS**- The City reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.
- 1.10. **AWARD OF CONTRACT**-
- 1.10.1. The Award of the contract will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the City and whose Proposal complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
- 1.10.2. If the City accepts a Bid, the City will provide a written notice of award to the lowest Responsive and Responsible Bidder.
- 1.10.3. If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.
- 1.10.4. The City may award the Work to one or more Bidders by geographic area, if the City determines that the needs of the City would be best served by more than one contractor. If the City Awards to more than one Bidder, the Awards shall be made in consecutive order starting with the next lowest Responsive and Responsible Bidder. However, the Award to any additional contractor shall be offered at the same price and terms as the initial lowest Responsive Responsible Bidder.
- 1.11. **RETURN OF THE BID GUARANTY**- All Bid Guarantees of unsuccessful Bidders will be returned after the contracts are awarded and executed.
- 1.12. **EXECUTION OF CONTRACT**- The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.
- 1.13. **FAILURE TO EXECUTE THE CONTRACT**- The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.

- 1.14. **TIME AND AWARD**- The Bidder agrees to abide by the unit prices quoted in the Bid for up to 120 days from the date of bid opening to allow for the City review, award and execute the contract.
- 1.15. **INTERPRETATION AND CLARIFICATION**- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the City's Director of Community Services at 10045-55 Overseas Highway; Marathon, FL 33050. Interpretation or Clarifications considered necessary by the City in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by City as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.
- 1.16. **BID MODIFICATIONS**- No modifications shall be submitted by Bidder or accepted by the City.
- 1.17. **WITHDRAWAL OF A BID**- A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.18. **OPENING OF BIDS**- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.19. **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, 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 the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 1.20. **CITY LICENSES PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the City before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the contract are as follows:
- 1) Contractor shall have and maintain during the term of this contract all appropriate City licenses. Fees for which shall be paid in full in accordance with the City's Fee structure for

such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSE FEES.

2) During the performance of this contract there may be times when the Contractor will be required to obtain a City permit for such work. It is the responsibility of the Contractor to insure that he has the appropriate City permits to perform such work as may become necessary during the performance of this contract, however, any fees related to City required permits in connection with this contract will be waived.

Licenses, permits, and fees which may be required by County, State or Federal entities are not included in the above list.

- 1.21. **INSURANCE**- The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.11 of the Contracts. The Bidder shall include with his/her Proposal either Certificates of Insurance evidencing same or documentation from his insurer evidencing the insurability of the Bidder to meet the Insurance requirements.
- 1.22. **BONDS**- No Performance Bond will be required in connection with this contract.

**SECTION 2
CONTRACT**

THIS CONTRACT is made this ___day of ____, 2007 by and between the City of Marathon, Florida (the "City") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications.
- 2.2. **COMPENSATION/PAYMENT**-
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 - 2.2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month.
 - 2.2.4. Upon proposal requested by City Manager or designee, the Contractor may perform additional services as needed.
 - 2.2.5. In the event of a major storm or act of god, the Contractor shall provide a proposal to the City Manager or designee , to return the park or beach to its normal condition.
- 2.3. **TERM**- This Agreement shall be effective upon Notice to Proceed and shall continue through September 30, 2009. The City may, at it's sole option, extend this Agreement on the same terms and conditions for two additional one (1) year terms. Such extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.
- 2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.
- 2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

2.6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

2.7. **INDEMNIFICATION-**

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Agreement.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The City has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.

2.7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates
F.D.E.P. Permit
Licenses

2.9. **CONTRACTOR'S EMPLOYEES-**

2.9.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2.9.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.3. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

2.9.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

- 2.10. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. Specific equipment needed for individual parks will be noted under that parks scope of work.
- 2.11. **INSURANCE**-The Contractor shall provide and maintain during the life of this Agreement the following coverages.
- 2.11.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.
- 2.11.2. Comprehensive and general liability and auto insurance policies. Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:
- a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The City shall be named as additional insured.
 - b. Comprehensive Auto Liability Insurance. The City shall be named as an additional insured.
 - c. Contractual Liability Insurance. The City shall be named as additional insured.
- 2.11.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.
- 2.11.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.
- 2.12. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.
- 2.13. **TERMINATION**-
- 2.13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

- 2.14. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.
- 2.15. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
- 2.16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 2.17. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.
- 2.18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 2.19. **WAIVER OF JURY TRIAL**- The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 2.20. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 2.21. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050

Attention: City Manager

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
Christopher M. Bull, Mayor

By: _____
City Attorney

Signed, sealed and witnessed in the presence of:

* As to Contractor:

By: _____

By: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

SECTION 3
PROPOSAL

LANDSCAPE AND FACILITIES MAINTENANCE OF CITY PARKS

Proposal of Gonzalez Brothers Landscaping INC
(name)
PoBox 501740 Marathon Fl. 33050
(address)
Marathon 4200 O/S Hwy Marathon

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Landscape and Facilities Maintenance of City Parks”

TO: City of Marathon
10045-55 Overseas Highway
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount. As set forth in the attached proposal form.

It is intended that all Work to be performed under this Proposal shall commence (date _____).

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. SP 2359

Bidder's Occupational License No. 30140 007 6708

WITNESS

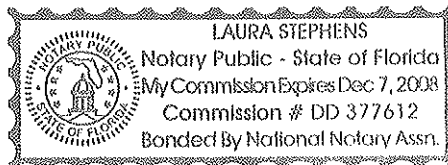
Laura Stephens

By: Luis Arzaly
Signature of Authorized Agent

Rachel Sney

(SEAL)

6/22/07
State of Florida
County of Monroe



SCHEDULE OF VALUES FOR LANDSCAPE AND FACILITIES
MAINTENANCE BID

ANNUAL COST

MARATHON COMMUNITY PARK & MARINA (CONTRACT 1)	\$ 219,260.00
SOMBRERO BEACH & COCO PLUM BEACH (CONTRACT 2)	\$ 85,000.00
ROTARY PARK & JESSE HOBBS PARK (CONTRACT 3)	\$ 60,000.00
COMBINATION BID ALL 3 CONTRACTS	\$ 350,000.00

**SECTION 4
DETAILED SPECIFICATIONS**

4.01 Each bidder shall submit one bid encompassing one or more or all proposal areas. Bids to be submitted in accordance with the specifications and in original duplicate on the enclosed bid forms.

EXISTING FACILITIES

**Marathon Community Park (Contract 1)
Sombbrero Beach and Coco Plum Beach (Contract 2)
Rotary and Jesse Hobbs Park (Contract 3)**

4.02 **MAINTENANCE SPECIFICATIONS**

4.02.1 **Fertilization:**

- a. All Turf Areas **March and September** 24-5-11 @ 5lbs. Per 1000 square feet; **May and July** 14-4-14 with insecticide @ 6lbs. Per 1000 square feet; **December** 21-0-0 @ 4.5 lbs. Per 1000 square feet. Fertilizer to be completed and shall include microelements such as Mg, Mn, Cu, Zn, S, and Mo. The contractor shall submit a fertilizer label to the resident project representative for approval prior to application. No changes or substitutions will be permitted unless approval of the resident project representative is secured.
- b. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the district resident project representative when these additional applications are needed and being executed.
- c. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer.
- d. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- e. Soil test samples shall be taken by the contractor to determine whether changes in the fertilizer pH or fertilizer formulations are indicated. The test results shall be given to the City for review by the resident project representative and the Monroe County Horticultural Agent. If it is determined, by the resident project representative after this review, that the pH or fertilizer formulations should be changed, the City will so advise the contractor in writing and the contractor shall implement such change, at the contractor's expense within 2 weeks of receipt of said notice.

f. The method of application of fertilizer shall be the responsibility of the contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the contractor at his expense.

g. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins

h. Annual grasses, annual broadleaf weeds, perennial broadleaf weeds and sedges may be treated in bahia turf with postemergent herbicides.

i. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.

j. WEED CONTROL ELSEWHERE THAN IN TURF. THE CONTRACTOR SHALL KEEP ALL PLANTED AREAS FREE OF WEEDS AT ALL TIMES. THIS INCLUDES THE BASES OF TREES AND SHRUBS, BEDS, AND BORDERS. IN GENERAL, WEEDS SHALL BE REMOVED BY HAND FROM THESE AREAS. CHEMICALS WHICH MAY CAUSE PLANT INJURY, DECLINE OR DEATH SHALL NOT BE USED. GRANULAR BALAN AND RONSTAR G UNDER SOME CIRCUMSTANCE MAY BE USED FOR PREEMERGENT CONTROL AFTER WEEDS HAVE BEEN REMOVED BY HAND.

l. Mechanical treatment may be necessary if and when directed by the resident project representative.

4.02.2 Insect and Pest Control

a. An insect and pest control program designed to prevent damage to Bahia and St. Augustine turf will be provided by the contractor on an "as needed" basis or whenever requested by the resident project representative for the City. Particular attention to damage by mole crickets, sod web worms, and army worms will require that control programs be initiated promptly. Restricted chemicals may be used only by a certified pest control operator.

Infestations by other insects and pests shall be controlled by chemicals approved by the resident project representative prior to their use. Amdro shall be used on fire ants, Diazinon, Talstar and Sevin Dust 80% WP shall be used when needed on other species of ants. Diazinon, Oftanol and Talstar are approved for use on chiggers, fleas, ticks, and other insects. Diazinon and Talstar may also be used on white grubs, billbugs, spittlebugs, millipedes, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Contractor may propose the use of other chemicals for approval by the resident project representative of the City.

b. Trees and Shrubs- When insects such as white flies, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf

rollers, borers or others are detected and are reaching damaging levels on landscape plants, the contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The contractor must provide for an allowance in his bid, however, to plan for insect control. Some plants will require repeated sprays to control scale or caterpillars. The contractor shall plan for a minimum of two sprays for all plants as an average.

4.02.3 Disease control

a. Since diseases are easier to prevent than control, the contractor shall apply at least three sprays per year to all plants known to be susceptible to the most common disease such as; Brown Patch, Dollar Spot, Gray Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Fungicide approved by the resident project representative shall be used by the contractor include; Daconil, Fore, Terson 1991, Thiram, Terraclor, Dyrene and Terson LSR, and contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. Resident project representative to be informed on all activities or problems.

b. Tree and shrub fungicides shall be applied to assist in prevention of diseases on susceptible species. In some cases sprays or injections will be applied to combat other living agents such as bacteria, viruses, microplasmata, algae, nematodes, or viroids. The best method of control shall be used by the contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.

c. Diseases which commonly attack plants include; Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The contractor shall apply preventative sprays such as Beomyl (Benlate), copper sulfate or Daconil as protectant sprays on an "as Needed" basis.

d. If diseases are diagnosed which have no known method of control, the resident project representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off site. In some cases, the contractor shall remove infected soil and replace with new soil before replacing the diseased plant.

e. Other chemicals to control or prevent disease may be used on selected plants.

f. The contractor shall assume full responsibility for spray damage to plants. He or his applicator shall be properly trained and licensed for commercial spraying. A photocopy of his license shall be attached. Disease of Sabals include leaf scab. Phytophthora Bud Rot, Black Mildew, and Manganese. The contractor shall take prompt action to control these conditions either by spraying with appropriate chemicals such as Copper sulfate, Zineb,

Tru Ban, and Benlate or in the case of Manganese deficiency either by applying Manganese to the soil or applying it as a one percent foliar spray.

4.02.4. Shrubs, Trees, Palms, and Annuals Fertilization

a. The contractor shall fertilize all trees, palms, shrubs, ground covers and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.

b. The number of fertilizer applications per year for shrubs, trees, and palms will normally be two (2) but annuals may require more applications as noted below.

c. A complete acid fertilizer such as an 8-4-8 organic with micro nutrients shall be applied in February, and September and at such other times as required by the district.

4.02.4.1 Landscape Trees and Plantings shall be fertilized as follows:

Annuals - Apply 1 lb. Per 25 square feet of 14-12-14 analysis slow release every 3 months or as needed and follow at two week intervals with the application of 20-20-20 liquid fertilizer, at rates directed by the manufacturer.

Shrubs and Ground Covers- **February, May, August and November**; Apply 1/2 lb. Of 8-10-10 analysis fertilizer per plant

Medium Shrubs- **February, May, August and November**; Apply 3/4 - 1 lb. Of 8-10-10 analysis fertilizer per plant

Large Shrubs- **February, May, August and November**; Apply 1 3/4 - 2 lb. Of 8-10-10 analysis fertilizer per plant.

Distribution. The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator.

The contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application.

Fertilizer which lands on leaves shall be shaken off or hosed off leaves.

Palms- **February, May, August and November**; Apply a 13-3-13 analysis fertilizer at the rate of one pound per foot of clear trunk (5 to 10 pounds, maximum).

Trees- **February, May, August and November**; Apply a 8-10-10 analysis fertilizer at the rate of 1 to 2 lbs. Per inch of diameter for trees 6 inches or less and 2 to 4 lbs. Per inch of

diameter for trees 6 inches or more. Do not fertilize within 2 feet of the trunk of a small tree or within 4 feet of a trunk of a large tree.

Distribution- The hole or punch-bar method is required for applying fertilizer to tree and palms. The holes should be as close to a foot deep as possible, one to two inches in diameter and two feet apart, extending about two feet past the drip line of the tree or palm. Fill holes with fertilizer after having established amount as herein before specified.

e. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the contractor shall notify the resident project representative of the time and date that the contractor will apply fertilizers. Failure on the part of the contractor to notify the resident project representative shall result in the contractor forfeiting any and all right to payment for the applications made without notification.

4.02.5 Pruning

a. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The resident project representative shall be made aware of all pruning activities.

b. Pruning shall also include removal of trees, palms, shrubs, or ground covers that are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.

c. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.

d. Major pruning shall be done by the contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:

Prune all trees in January, in accordance with pruning standards for shade trees as prescribed by the National Arborists Association.

Starting the week after the traditional Easter Holiday, trim all ornamental grasses (Fountain, Fakahatchee etc.) to the ground.

Follow the completion of the ornamental grass pruning with pruning on Philodendrum, Pittosporum, Sea Grapes, Bouganvillia, Silver Buttonwood, Coco Plum, Jasmine, Liriope, and Purple Queen and other non-flowering shrub species. As soon as the major flowering of the Oleander species has been completed in late spring, any necessary required pruning should occur.

Palms and related plants shall be pruned in August and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on

the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.

An additional trim, to the ground, of the ornamental grass may be required in September.

When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.

Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis.

e. The contractor shall prune vertical growth at a 45 degree angle. Branches shall be removed flush with the trunk.

f. The contractor is required to remove all pruned materials and debris from the site each day.

g. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

4.02.6 Water, Irrigation and Sprinklers

a. The manual and automatic sprinkler system is to be used to maintain plant health and to conserve water.

b. The contractor shall provide supervision of the system and shall make all adjustments,, repairs, and replacements required.

c. The contractor agrees to at his expense to repair any part of the surface irrigation system damaged for any reason.

d. A soil moisture probe meter shall be used by the contractor to determine soil moisture content in off-color turf areas and corrective action taken promptly to rectify the condition.

e. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.

f. Risers shall be added as needed in the bed areas to ensure that water is being supplied to the entire shrub area and not being blocked or deflected by growing plants.

g. The contractor shall inform the City immediately of any serious problems in the irrigation system.

h. The contractor shall run through each line of the system monthly to check that all heads are working properly and that all areas are being evenly and completely covered.

i. The clock controls shall be programmed to deliver the amount of water which can be used by the turf and plants. Field capacity shall never be exceeded.

Because turf water needs vary from month to month, the amount of watering time shall be adjusted periodically to reflect these needs.

j. Excessive watering shall be avoided. It waste water, flood large soil spaces and adversely affects the Cation Exchange Capacity of the plant. It also wastes water soluble fertilizers. Bahia does better if it is watered more thoroughly but less frequently than St. Augustine. Plants shall be watered, therefore, by contractor in accordance with the season, soil type, turf type, topographical feature and evapo-transpiration factors.

k. All turf and other irrigation shall be between the hours of 12 P.M. and 7:00 A.M., unless otherwise approved in writing by the resident project representative.

l. It shall be clearly understood and agreed by the contractor that all irrigation, sprinkler systems including all necessary appurtenances to maintain said system shall be the responsibility of the contractor. Damage by others will not relieve the contractor of his responsibility to maintain the turf, shrubs, trees, ground covers, and annuals in a healthy condition.

4.02.7 **Special Requirements**

a. All tree bracing systems shall be checked regularly and tightened or removed as needed.

b. Mulch shall be replenished in November, February, May, and August, or at the City's request as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be Grade "B" Dark Red Shredded Cypress. Mulch shall be kept one foot away from the base of all trees and palm trunks and six inches away from the base of all shrub stems. The depth of mulch in no case shall be greater than a three inch depth. If mulch build up occurs greater than three inches in depth, the existing mulch shall be removed and the area re-mulched to the proper three inch depth.

c. Seasonal Planting

All seasonal plantings shall be maintained by the contractor in the following manner:

Soil Bed Preparation

1. Remove all grass, weeds, stones, and other debris from seasonal color beds.
2. Treat all beds for nematodes with Clandosan (or approved equal). Apply accordingly to label directions.
3. Apply four pounds 8-4-8 acid fertilizer per 100 sq. feet of bed area. Spade, roto- till or otherwise mix well until uniform and level off.
4. Test soil pH. Soil pH needs to be 5.5 to 7.0, correct with sulfur to lower pH as needed.

Plantings

Seasonal plantings are installed in October and May. Plant material being installed shall be a minimum of 4 ½ " container and in a condition acceptable to the resident project representative. Material shall be as follows:

The October planting usually consists of: (City approved substitutions allowed)

<u>Plants</u>	<u>Spacing</u>
Impatiens	12" o.c. staggered rows
Begonias	12" o.c. staggered rows
Pentas	12" o.c. staggered rows
Mexican Heather	12" o.c. staggered rows
Petunias	12" o.c. staggered rows

The May planting usually consists of: (City approved substitutions allowed)

<u>Plants</u>	<u>Spacing</u>
Pentas	12" o.c. staggered rows
Mexican Heather	12" o.c. staggered rows
Lantana	12" o.c. staggered rows
Purslain	12" o.c. staggered rows

Fertilizing

1. Fertilize with a soluble 20-20-20 fertilizer every two weeks mixed at the rate as directed on the label.
2. Soluble salts should be checked on a regular basis to ensure that roots will not be damaged by excessive fertilizer applications.

Watering

1. Watering needs to be performed about as often as turf needs to be watered. Monitor for possible additional watering requirements.

Weeding

1. Remove all weeds weekly so they do not compete for water and nutrients.

Insect and Disease Control

1. Check weekly for insects and possible disease, and follow through with the appropriate treatments.

Trash removal and litter pick-up

1. The City will provide a dumpster for the disposal of trash and litter collected within the City's parks and boat launches. The dumpsters will be available at the Sombrero Beach Park, the City Marina and the Community Park.

Skate Park Maintenance

1. Includes daily inspections and minor corrective actions
2. Daily trash pick-up and litter removal

5.01 SCOPE OF WORK - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete Landscape and Facilities Maintenance Services.

5.01.1 COMMUNITY PARK AND MARINA (CONTRACT 1)
(all supplies provided by contractor unless otherwise noted)

Community Park

1. Open restrooms daily at 7:00 a.m. – Close at 10:00 p.m.
2. Clean and restock restroom daily (all supplies provided by contractor)
3. Open tennis courts daily at 7:00 a.m. – Close at 10:00 p.m.
4. Blow tennis courts daily
5. Open basketball courts daily at 7:00 a.m. – Close at 10:00 p.m.
6. Open baseball fields daily at 7:00 a.m. – Close at 10:00 p.m.
 - a) Cut and vacuum grass on baseball fields and soccer fields twice weekly.
 - b) Fertilize baseball and soccer fields quarterly
 - c) Aerate and sand baseball fields twice yearly.
 - d) Drag and line baseball fields and soccer fields
 - e) Maintain baseball foul line-paint on grass. Drag and line baseball fields four (4) times per week during baseball season. Maintain painted lines on soccer fields during season. (may include Switlik field – will include up to 50 additional linings at Parks & Recreation request)
 - f) Re-grade infields in December annually.
 - g) Re-build mounds in December annually.
 - h) Replenish Grade A clay on baseball field in December annually
 - i) Replace City supplied bases as needed on baseball fields.
 - j) Weed baseball and soccer fields continually.
7. Completely test all phases of all irrigation stages monthly. Replace or repair all surface irrigation as needed with compatible system parts
8. Weed all beds and trim trees. Remove dead trees as needed.
9. Replace red mulch as needed to maintain 3” depth in all beds.
10. Blow all walkways daily to include dugouts, bleacher area and parking lots.
11. Blow playground and check for safety continually. Notify City of any problems.
12. Change all garbage cans daily, (supplies provided by contractor)
13. Monitor and remove all invasive exotics from park.
14. Walk park daily, identify ant beds and destroy.
15. Replenish sand in playground annually.
16. Blow pavilions daily. Hose and bleach pavilions monthly.
17. Blow skate park daily.
18. Clean up after any scheduled functions.
19. Keep dumpster area clean.
20. Keep all irrigation access valve covers grass free.
21. Check and replenish doggie bags as needed. (supplies provided by contractor)
22. Keep sewer treatment plant and lift station weeded.

23. Remove coconuts from palms.
24. Maintain all grass area-cut. Weed and edge every 10 – 12 days.
 - a) Grass clippings are to be collected during the mowing operation and removed from the areas mowed. Mulching type mowers are acceptable. However, clippings that are visible 24 hours after mowing are to be removed from turf areas.
 - b) Streets, parking lots, curbs, sidewalks, bike paths, plant beds, lakes, and borders shall be maintained free of grass clippings.
 - c) Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, lakes and borders shall be done at least every mowing to prevent grass encroachment. All plant beds and obstacles are to be edged every other week through out the year. All areas that are inaccessible with a mower are to be string trimmed at each mowing i.e., lake banks, signs etc.
 - d) Chemical edging shall not be permitted unless written approval is secured from the resident project representative for the City.
 - e) Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the working day. Chemical treatment of curb road joints is permitted.

Marina

1. Nineteen (19) cuts per year, on a as need basis, determined by Harbormaster.
2. Cut grass and weed Marina area, Marina spit and parking lot areas.
3. Maintain parking lot free of weeds.
4. Trim trees and shrubs as needed.
5. Keep dumpster area clean.
6. Open and close the 33rd Street boat ramp restrooms 7:00 a.m. to 7:00 p.m.

NOTE: Commercial reel turf mowers, vacuum hopper and bunker machine required for this contract. List of equipment must be provided with bid.

5.01.2 SOMBRERO AND COCO PLUM BEACH (CONTRACT 2) (all supplies provided by contractor unless otherwise noted)

7. Clean and restock restrooms daily.
8. Change all garbage cans daily.
9. Change garbage cans daily at bus stop on Sombrero Beach Road.
10. Replenish doggie bags as needed.
11. Walk beach, parking areas (to include both sides of street) and pick up litter.
12. Blow walkways, handicap areas, pavers, finger pier, dune crossovers, walkways and pavilions daily. Pick up debris.
13. Spray parking lot for weeds twice monthly.

14. Maintain all grass area-cut. Weed eat and edge all grass areas every 10 days to include residence at Sombrero Beach.
15. Completely test all phases of all irrigation stages monthly. Replace or repair all surface irrigation as needed with compatible parts. (Sombrero Beach)
16. Maintain sea oats invasive exotic free.
17. Remove coconuts from palms on beach.
18. Replace Cypress mulch to maintain 3” depth in all beds.
19. Walk beach and pick up loose debris.
20. Fertilize quarterly per specifications.
21. Open and close beach at posted times (Coco Plum only)
22. Keep mangrove line weed free along beach front (Coco Plum only)
23. Change garbage daily at end of Coco Plum road. Mow and weed end of Coco Plum Drive twice weekly.
24. Blow sand out of restrooms at Coco Plum Beach.
25. Visually check playground equipment. Notify City of any deficiencies.
26. Clean out bar-b-que grills.
27. Replenish playground and volley-ball court with silica sand twice yearly.
28. Keep dumpster area clean.
29. Provide additional services for July 4th celebration to include – hourly cleaning and restocking restrooms, continual trash hauling during event, final cleanup next morning (minimum 4 people)

5.01.3 ROTARY PARK AND JESSE HOBBS PARK (CONTRACT 3)
(all supplies provided by contractor unless otherwise noted)

Rotary Park

1. Open and close park entrance and restrooms 7:00 a.m. to 7:00 p.m.
2. Clean and restock restroom daily.
3. Clean and maintain fountain as needed.
4. Walk playground and parking lot for litter daily.
5. Change garbage cans in park daily.
6. Replenish doggie bags as needed.
7. Redistribute manufactured mulch under playground equipment weekly.
8. Replenish sand box sand twice yearly.
9. Blow Walkways, to include pavilion daily.
10. Maintain park area cypress mulch to a depth of 3”.
11. Maintain all grass area-cut to include R-O-W areas around park..
12. Maintain parking lot free of weeds.
13. Maintain irrigation system properly functioning.
14. Cut all trees and shrubs as needed.
15. Perform weed control and insect control as needed.
16. Check all equipment regularly.

JESSE HOBBS PARK (CONTRACT 3)

1. Change all garbage in parks daily.

2. Spray parking lot for weeds and remove weeds from parking lot area.
3. Walk parking lot and playground area and pick up debris daily.
4. Maintain all grass area-cut.
5. Replenish playground sand twice yearly.
6. Maintain irrigation system properly functioning.
7. Blow basketball court and handicapped parking area two (2) times per week.
8. Check all equipment regularly.
9. Trim all trees and shrubs as needed.
10. Fertilize park as needed.
11. Maintain cypress mulch to a dept of 3”.

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. Full service Landscaping & Maint Company
Locally owned and operated

2. The address of the principal place of business is: 4200' 015 Hwy
Mara Fl. 33050

3. Company telephone number: 305 743-2109

4. Number of employees: 10

5. Number of employees assigned to this project: 5 to 10 guys based on
job need

6. Company Identification numbers for the Internal Revenue Service: EIN # 251906786

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date:

Sept 30, 2007

See attached

8. Restricted Pesticide Licenses number (attach copies)?

CM 16162

See attached

9. How many years has your organization been in business as a Landscaping Contractor?

10

10. What is the last project of this nature that you have completed?

currently city Marathon
city of KCB
Singh Properties

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

NO

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

12.1. City of Key Colony 600 w ocean 305 289-1212
(name) (address) (phone #)

12.2. Michelle Kobay Village of Hawks Cay 743-8764
(name) (address) (phone #)

12.3. Singh Company 1600 o/s 743-2810
(name) (address) (phone #)

13. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
Anglers Reef	Cortey	\$ 416,000	Sept 2007	60%
Boat House	Singh	\$ 260,000	July 2007	90%

(Continue list on insert sheet, if necessary.)

14. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

Yes

15. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

NO

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

16. What equipment do you own that is available for the work?

* all small equipment for marking & lining fields

* all equip. for R/R maint. & cleaning

* all ^{small} equip, weed eater, edger, ³⁰ Blowers, pole saws, chainsaws,

2- 72" Tigers
 2- 48" Tiger Cubs
 1- 72" Front reel mower
 1- Field Vacuum
 1- Bunker machine
 1- gator
 1- Bobcat
 1- Backhoe
 1- dump truck

17. What equipment will you purchase for the proposed work? *None all equipment needed we have on hand.*

18. What equipment will you rent for the proposed work? *NONE*

19. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

William Gonzalez 10 years EXP

Luis Gonzalez 10 years EXP

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the Bidder is: *Gonzalez Brothers Landscaping Inc.*

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation)

20.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Luis Gonzalez

William Gonzalez

20.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

NONE

20.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

20.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

NONE

20.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME

N/A

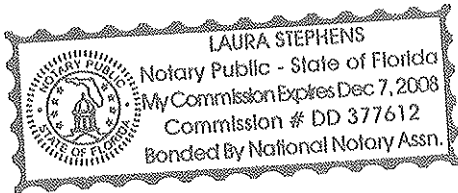
RELATIONSHIPS

STATE OF FLORIDA)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 22 day of June, 2007, by Luis Gonzalez who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 22 day of June, 2007.

Laura Stephens



(NOTARY SEAL)

Luis Gonzalez

(Signature of person taking acknowledgment)

Luis Gonzalez

(Name of officer taking acknowledgment)
typed, printed or stamped

owner

(Title or rank)

(Serial number, if any)

CITY OF MARATHON, FLORIDA
ORDINANCE 2003-06

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA,
PERTAINING TO PURCHASING; PROVIDING FOR DEFINITIONS;
PROVIDING FOR A LOCAL PREFERENCE IN PURCHASING;
PROVIDING FOR APPLICABILITY AND EXEMPTIONS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the City to establish a preference in bidding for local businesses for certain goods and services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recital is true and correct and incorporated by this reference.

Section 2. Local Preference. A new Chapter of the Code of Ordinances of the City of Marathon entitled "Preference for Local Businesses" is created to read as follows:

Section 1. Definitions.

For the purposes of this Chapter, the following word will be defined as follows:

- (1) "Local Business" shall mean a business with a current required occupational license and a place of business located within the corporate limits of the City.
- (2) "Professional Services" shall mean services, the value of which is substantially measured by the professional competence of the person or persons performing them, and which are not susceptible to realistic competition of cost of service alone. Professional Services shall include, but not be limited to, services customarily rendered by architects, engineers, attorneys, surveyors, certified public accountants and financial, personnel, systems, planning and management consultants.

Section 2. Preference for Local Businesses.

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of five percent (5%) during the tabulation of the bid proposals. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.95. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) If a local preference is to be employed as provided for by this Section, the invitation for bid documents shall set forth such local preference requirements.

Section 3. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which competitive, sealed bids are required by state or federal law or by the terms of a grant.
- (b) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.

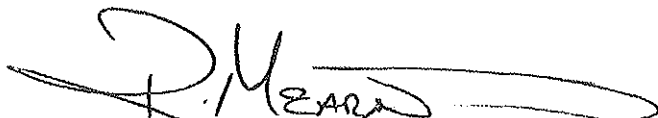
Section 3. Severability. The provisions of this Ordinance are declared to be severable if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the code of The City of Marathon, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective upon adoption on the second reading.

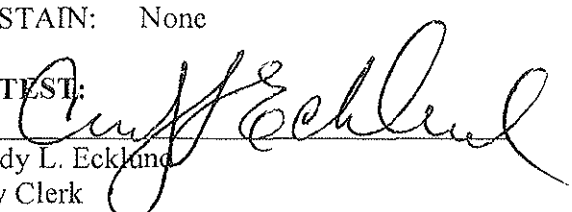
ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, this 11 day of March, 2003.

THE CITY OF MARATHON, FLORIDA

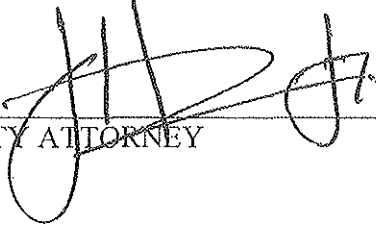

Randy Mearns, Mayor

AYES: Worthington, Pinkus, Repetto, Bartus, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Cindy L. Ecklund
City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY

City of Marathon

ADDENDUM NO. 1 TO ITB-5-2007-0-2007/DMC

Issue Date: June 4, 2007

Project Name: Landscape and Facilities Maintenance of City Parks

Notice to All Proposers:

ADDENDA TO BE PLACED HERE

1. Section 1 Instruction to Bidders: Paragraph 1.02. **Definition of Terms**

Responsible Bidder

In order to be considered a "responsible" bidder, the Bidder must evidence the ability, at the time of contract with the City, to respond to emergency requests from the City within 24 hours of the request. Such evidence would include, but not be limited to, the presence of an actual office, business location, or facility located within the City limits, or the presence of adequate equipment and personnel within City limits. The purpose of the requirement is to ensure that the services required under the Contract are immediately available in the event of an emergency due to the geographic limitations of the City, with its sole access along U.S. 1, and the likelihood of an evacuation order of the Florida Keys. A "responsible" bidder must also be able to complete the Work within the time limits that are established, have adequate financial status to meet the obligations to perform the Work and not have defaulted on a prior contract with the City.

2. Section 2 Contract: Paragraph 2.11 **INSURANCE**

- a) 2.11.2. Comprehensive and general liability insurance and auto insurance policies as follows:
- Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard in the amount of \$1,000,000
 - Comprehensive Auto Liability Insurance in the amount of \$300,000. The City shall be named as additional insured.

3. Section 4 Detailed Specifications: Paragraph 5.01 **SCOPE OF WORK**

- a) 5.01.1 = NOTE: Commercial reel turf mowers, vacuum hopper and bunker machine required for this contract. Equipment must be obtained *prior to award of contract*.
- b) 5.01.2 = Item 23. Change garbage daily at end of Coco Plum road. Mow and weed end of Coco Plum Drive twice *monthly*.

Issued By:

Susie Thomas

Name

PROOF OF RECEIPT

Recipient

Signature:

Luis Gonzalez

Print Name:

Luis Gonzalez

Firm:

Gonzalez Brothers Landscaping Inc

Date:

6/22/07

Must be submitted with sealed bid.

CITY OF MARATHON, FLORIDA
ORDINANCE 2003-06

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA,
PERTAINING TO PURCHASING; PROVIDING FOR DEFINITIONS;
PROVIDING FOR A LOCAL PREFERENCE IN PURCHASING;
PROVIDING FOR APPLICABILITY AND EXEMPTIONS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;
AND PROVIDING FOR AN EFFECTIVE DATE.

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Section 1. **Definitions.**

For the purposes of this Chapter, the following word will be defined as follows:

- (1) "Local Business" shall mean a business with a current required occupational license and a place of business located within the corporate limits of the City.
- (2) "Professional Services" shall mean services, the value of which is substantially measured by the professional competence of the person or persons performing them, and which are not susceptible to realistic competition of cost of service alone. Professional Services shall include, but not be limited to, services customarily rendered by architects, engineers, attorneys, surveyors, certified public accountants and financial, personnel, systems, planning and management consultants.

Section 2. **Preference for Local Businesses.**

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of five percent (5%) during the tabulation of the bid proposals. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.95. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) If a local preference is to be employed as provided for by this Section, the invitation for bid documents shall set forth such local preference requirements.

Section 3. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which competitive, sealed bids are required by state or federal law or by the terms of a grant.
- (b) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.

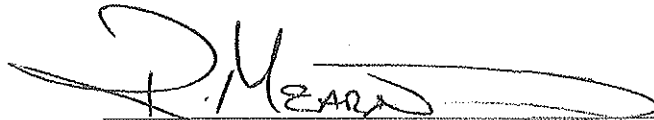
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Section 4. Inclusion in the Code. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the code of The City of Marathon, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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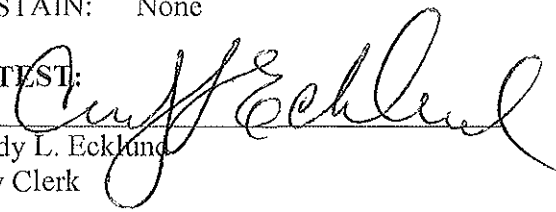
**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, this 11 day of March, 2003.**

THE CITY OF MARATHON, FLORIDA

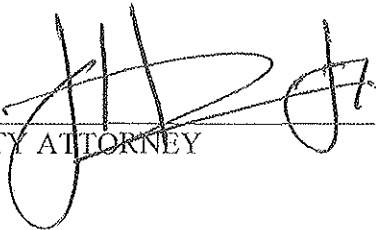

Randy Mearns, Mayor

AYES: Worthington, Pinkus, Repetto, Bartus, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Cindy L. Ecklund
City Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY

**RESOLUTION AND AUTHORIZATION
TO PLACE BID WITH CITY OF MARATHON**

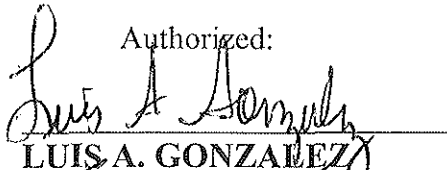
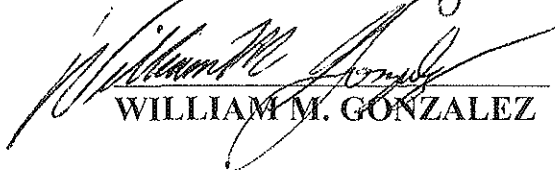
GONZALEZ BROTHERS LANDSCAPING, INC.
P.O. Box 501740
Marathon, FL 33050

City of Marathon:

This Resolution and Authorization is executed and delivered to City of Marathon, Florida, on the date set forth below by the named entity, in order to authorize the individuals identified to execute and deliver on behalf of the entity both this Resolution and any other agreements or documents which the City of Marathon may require with respect to the submitting of any bid or performing any services to be provided to the City of Marathon.

At a meeting duly called for the purposes set forth herein, after proper notice, it was RESOLVED that each of the undersigned as either officer, owner, principal, or other authorized individual may take all action required on behalf of the entity for execution and delivery of this Resolution and any other agreements or documents which the City of Marathon may require from time to time with respect to submitting bids for the City of Marathon Landscaping Facility Maintenance or any other bids or services submitted or performed for the City of Marathon.

It is further RESOLVED that after consideration of the bids provided to the City of Marathon, Gonzalez Brothers Landscaping, Inc. has determined to authorize the following individuals to act on its behalf:

Authorized:	Title
 _____ LUIS A. GONZALEZ	President
 _____ WILLIAM M. GONZALEZ	Vice-President

Each of the undersigned, for themselves and on behalf of the entity, acknowledge that upon execution and delivery of this Resolution, the named individuals may from time to time submit bids to the City of Marathon, and each of the individuals identified above is authorized by this Resolution to act on behalf of the entity for the provision of services to the City of Marathon. This Resolution will remain in full force and effect and may be relied upon by the City of Marathon until the entity provides written notification of any change.