

**CONTRACTOR AGREEMENT**  
**(City Wide Lawn and Landscape Maintenance Services)**

**THIS AGREEMENT** is made as of the \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Marquez Landscape, Inc.**, a Florida corporation authorized to do business in the State of Florida, with its principle office located at 3805 Mackinac Road, Lantana, FL 33462, hereinafter referred to as the "CONTRACTOR".

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Invitation for Bid #24-103 (hereinafter "IFB" which is incorporated fully herein by reference) for City Wide Lawn and Landscape Maintenance Services; and

**WHEREAS**, CONTRACTOR submitted a bid to provide the goods and services as described and set out in the IFB; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. Term**

1.1 The term shall commence upon the approval of this Agreement by the City Commission. The resulting contract will have a term of three (3) consecutive years with the option to extend for two (2) additional one (1) year periods dependent on annual appropriation of the funds by the City Commission. Prices shall remain firm for the initial term. This Agreement may be extended by written amendment signed by both parties.

**2. Scope of Work/Services**

2.1 The nature and extent of services to be rendered by the CONTRACTOR is inclusive of all of the following and as further detailed in Scope of Services (attached hereto as **Exhibit "A"**) to the IFB: trash pickup and removal prior to mowing (cups napkins, bags, etc.); branch/ limb/ debris/ illegal dumped material removal and placement adjacent to curb (City to haul away); lawn mowing of property; hedge trimming of all bushes, shrubs, and ornamentals less than 7' in height; edge trimming of lawn adjacent to curbs, sidewalks, pavement, property lines; string trimming around posts, trees, monuments, hedges, etc.; blowing of trimmings out of roadway, sidewalks, and other

areas back onto green area; sweeping of trimmings if necessary back onto green area; and communication and coordination with City authorized representative for schedule and other issues. Lawn and landscape maintenance services to be taken place at multiple locations City wide.

- a. The Contractor shall provide all supervision, labor, equipment and supplies necessary to undertake the services identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day
- b. The Contractor shall work with designated City employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.

#### Contractor's Employees

- a. All employees of the Contractor must be bondable under the company name and proof of bonding shall be submitted with executed contract.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

#### Conduct

- a. The City has the sole right to request removal of any contracted employee for reasonable cause. The Contractor's supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
- b. Only personnel employed by the Contractor designated for work at the City shall be allowed on the job site.
- c. Contractor employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.

2.2 All requirements in the IFB and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The CONTRACTOR represents to the CITY that the work/services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR'S trade in general and that the CONTRACTOR'S work/services shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the work/services provided for herein in a professional and competent manner.

### 3. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

### 4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

### 5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work/services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work/services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work/services.

### 6. FEE AND ORDERING MECHANISM

6.1 For work/services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work/services performed and accepted by the City, in a fixed price as set forth in CONTRACTOR'S proposal (**attached as Exhibit "B"**) set forth below:

The awarded districts are:

<b>District 1:</b>	<b>\$129,720.00 per year – 40 Locations</b>
<b>District 2:</b>	<b>\$ 71,012.00 per year – 36 Locations</b>
<b>District 3:</b>	<b>\$ 29,262.00 per year – 17 Locations</b>
<b>District 4:</b>	<b>\$ 45,640.00 per year – 19 Locations</b>
<b>Allowance:</b>	<b>\$ 25,000.00 per year</b>
<b>Total:</b>	<b>\$300,634.00 per year – 112 Locations</b>

6.2 Should the CITY require additional work/services not included in this Agreement fees and payment for such work/services will be set forth in a separate amendment to this Agreement as authorized by the CITY prior to any such additional work/services being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work/services performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work/services under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work/services which is out of scope, nor exceed any not to exceed amounts expressed on the

Purchase Order. Note that the City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize work beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work/services in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved work/services.

## **7. MAXIMUM COSTS**

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all work/services as specified herein shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

## **8. BILLING**

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in the Basis for Compensation in paragraph 6.1. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work/services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **11. OWNERSHIP**

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Work/Services or perform any additional work/services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional work/services or materials.

Additional labor or materials provided without written amendment shall be done at the CONTRACTOR's risk and without payment.

### **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the work/services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such work/services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such work/services related to the claimed default; or

B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for that work/services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

### **14. INSURANCE**

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations or completed operations under the contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by or contracting with the CONTRACTOR; general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit AND Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured". All insurance shall include a waiver of subrogation and shall apply as primary and non-contributory.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.4.1 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.4.2 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the work/services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

## **15. WAIVER OF BREACH**

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT**

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall

constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. WAIVER OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager/Financial Department/Procurement Division  
7 North Dixie Hwy

Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Marquez Landscape, Inc.  
Attn: Rudy Marquez  
3805 Mackinac Rd.  
Lantana, FL 33462

#### **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

#### **25. FORCES OF NATURE**

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

#### **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

#### **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

#### **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.



## **29. PALM BEACH COUNTY IG**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. PUBLIC RECORDS**

30.1 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

## **31. SCRUTINIZED COMPANIES.**

31.1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

31.2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

31.3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

31.4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

31.5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

31.6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **32. E-VERIFY.**

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

32.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

32.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

32.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

32.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

32.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

32.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**33. HUMAN TRAFFICKING.**

33.1 The CONTRACTOR, by signing this Agreement, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for City Wide Lawn and Landscape Maintenance Services as of the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONTRACTOR: MARQUEZ LANDSCAPE, INC.**

[Corporate Seal]

By: Jose Ismael Marquez

Print Name: Jose Ismael Marquez

Title: President

STATE OF Florida  
CITY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of July 2024, by Jose Ismael Marquez the [title] of Marquez Landscape, Inc., a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Melissa Sturdivant  
Notary Public Signature

Notary Seal:



Melissa Sturdivant  
Comm.: HH 185172  
Expires: Oct. 15, 2025  
Notary Public - State of Florida

**EXHIBIT "A"**

**(DETAILED SCOPE OF WORK – 16 Pages)**

## EXHIBIT "A"

### IFB #24-103 CITYWIDE LAWN AND LANDSCAPE MAINTENANCE SERVICES

#### SCOPE OF WORK

##### LANDSCAPE MAINTENANCE

###### PART I - GENERAL

###### 1. SUMMARY

1.01 The objective is to provide a healthy, safe, visually-pleasing, naturalistic, and environmentally-sound landscape with a moderate level of maintenance.

###### 1.02 DEFINITIONS

1.02.01 **High Profile Sites** are defined as those sites which need more intensive maintenance and generally have more plant species that need to be pruned and managed. In most cases these sites also have turf to be mowed. The sites include, but are not limited to, the Beach Complex, Snook Islands Natural Area, Bryant Park, City Hall & City Hall Annex, and the South Palmway Median.

1.02.02 **Low Profile Sites** are defined as those sites which need less intensive management and have fewer plant species. The primary type of maintenance at these sites is mowing and edging, with limited pruning and trimming of shrubs and hedges.

1.03 The scope-of-work for landscape maintenance is summarized below:

<b>Task</b>	<b>Schedule</b>
Inspections by Supervisor	
High Profile Sites	Each Service Visit
Low Profile Sites	1 time per month
Mowing	38 cuts per year Summer: 1 time per week Winter: 1 time every 2 weeks
Edging and Trimming	1 time per month
Shrub Pruning	Based on direction from Supervisor
Mulching	2 times per year
Weeding	
High Profile Sites	Each Service Visit
Low Profile Sites	2 times per month
Clean-Up and Disposal	Each Service Visit

## **2. QUALITY ASSURANCE**

- 2.01 Contractor shall be an individual or firm of established reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing work as outlined in this document.
- 2.02 Contractor shall have any and all current licensing as required to perform the specified services in the City of Lake Worth Beach, Florida and Palm Beach County, Florida.
- 2.03 Contractor shall visit the site and inspect the landscape prior to submitting a bid.
- 2.04 Contractor shall comply with all sections of these specifications.
- 2.05 No work is to be subcontracted without the prior written consent of the City.
- 2.06 Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions of Occupational and Safety and Health administration (OSHA) standards and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).
- 2.07 Contractor shall designate a competent supervisor or foreman to oversee all activities described in these specifications.
- 2.08 The Contractor Supervisor shall meet with the City Supervisor at the start of each High Profile Service Visit and monthly for Low Profile Service Visits to get instructions for that particular service visit. If any non-compliance with this contract or Scope of Work occurs, the Contractor Supervisor shall report it to the City Supervisor. City Supervisor or others may also note non-compliance during or after the service visit and confer with others to direct corrective action. The City's Tree Board will also be advised about any problems with the Contractor and corrective actions taken.
- 2.10 Contractor shall be responsible for notifying the City and for the cost and repair of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of improper or negligent activities within their respective realm of responsibility, as defined in these specifications.

## **3. PRODUCTS AND MATERIALS**

- 3.01 Contractor shall be responsible for providing all labor and materials needed to completely and accurately perform the work outlined in these specifications. Equipment and materials furnished shall be of the appropriate type, size and quantity needed to adequately accomplish the specified work.
- 3.02 Contractor shall be responsible for regularly inspecting all equipment to be used on the job site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, structures or the environment.

## **4. SCOPE-OF-WORK – LANDSCAPE MAINTENANCE**

### **4.01 GENERAL**

- 4.01.01 Landscape maintenance shall consist of mowing, edging, trimming, and blowing of all turfgrass areas; pruning of all hedges, shrubs, groundcovers, ornamental grasses, crinum lilies, ferns, and cycads; pruning of all palms smaller than 15 feet in overall height; weed management and mulching; general clean-up of fallen leaves and palm fronds, litter, and other debris.
- 4.01.02 All landscape maintenance practices shall incorporate Florida-Friendly Best Management Practices for the Green Industries.

4.01.03 For High Profile Sites, Landscape Supervisor shall inspect all areas of the site at the start of each service visit, provide instructions to the field workers, and periodically return to the site during the service visit to provide additional direction if needed to ensure that these specifications are being adequately followed.

For Low Profile Sites, Landscape Supervisor shall inspect all areas of the site at least one time per month to provide instructions for the field workers to ensure that these specifications are being adequately followed.

4.01.04 Should the Contractor note any broken heads or lines or other irrigation problems during the course of their regular duties, they shall immediately report such damage to the City for repair.

4.01.05 Following the monthly inspections, Contractor shall report to the City any needs for repairs or upgrades outside the regular maintenance scope-of-work. Bidders shall list all additional work that they may provide. The City may award all or some of those services but will not take this into consideration when awarding the contract.

#### 4.02 MOWING

4.02.01 St. Augustine and Bahia turf areas shall be mowed with rotary mowers one (1) time each seven (7) days between May 1 and October 31. The rest of the year it shall be mowed one (1) time each fourteen (14) days, as needed to keep the grass from growing more than 1.5" above the cutting height. Total number of cuts per year shall be at least thirty-eight (38).

4.02.02 Mowing height for St. Augustine grass shall be 3" to 4", as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher.

4.02.03 Mowing height for Bahia grass shall be 3" to 4", as measured on a flat, paved surface.

4.02.04 Seashore Paspalum turf at the Beach Complex shall be mowed with a reel mower at a height of 0.5" to 1", as measured on a flat, paved surface. Mowing frequency shall be one (1) time per week throughout the year, or as needed to keep it from growing more than 2" in overall height.

4.02.05 All debris and/or litter shall be removed from turf areas prior to mowing.

4.02.06 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later.

4.02.07 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

4.02.08 All grass clippings shall be removed from parking areas, driveways, courtyards, decks, sidewalks, and planter beds using blowers, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets, storm drains, waterways, or adjacent areas.

4.02.09 Mowers shall be thoroughly cleaned at the end of each day or more often (after each property) if turfgrass pests or diseases are present.

#### 4.03 EDGING AND TRIMMING

4.03.01 All edges along bed lines, tree rings, parking areas, driveways, sidewalks, etc. shall be mechanically edged at least one (1) time per month. Bed lines shall be straight, not jagged, or with smooth curves as intended.

Crisp, curved bed line.



Jagged, crooked bed line.



4.03.02

All turf around all sprinkler heads shall be trimmed as needed to prevent it from interfering with or intercepting the output of water. Turf around valve and meter boxes shall also be regularly trimmed to prevent it from over-growing those boxes.



4.03.03

The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures provided they do not cause damage to those structures.

Trimmer damage to tree trunks.



4.03.04

All trimmings shall be removed from parking lots, driveways, courtyards, sidewalks, and planter beds using blowers, vacuums, brooms, and/or rakes. Clippings shall not be blown out into streets, storm drains, water bodies, or adjacent areas.

4.03.05

All trimmings shall be collected daily and disposed of at authorized dumping or recycling sites.



#### 4.04 HEDGE AND SHRUB PRUNING

4.04.01 Landscape Supervisor shall inspect all landscaped areas during each service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching upon visibility triangles, parking areas, driveways, sidewalks, streets, building facades, windows, signs, lighting, cameras, etc.

Hedges over growing sidewalks, signs, and driveways.



4.04.02 For all High Priority sites, Supervisor shall provide instructions to field workers at the beginning of the service visit and periodically return to the site during the service visit to provide additional direction, if needed, to ensure that these specifications are being adequately followed.

4.04.03 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted.

Machete damage on clusia.



Climbing spike wounds.



4.04.04

All shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic, but well-managed, mass effect. In general, no more than 1/3 of the total plant mass shall be removed during a single pruning operation.

Crinum lilies shall not be pruned with single stems (below left), but rather, allowed to form masses (below right).



They should also have all old leaves and flower spikes regularly removed.



4.04.05

All shrub beds shall be massed; plants shall not be individually shaped or hedged. Under no circumstances shall any plant material be pruned or trimmed into unnatural shapes such as squares, rectangles, or balls, as seen below.



Cycads shall not be side-trimmed or topped, nor shall ferns.



4.04.06

Periodic cut-backs of specific plantings including, but not limited to, ornamental grasses, or hedges and shrubs in need of renovation, shall be performed one (1) time per year in April or May of each year, at the end of the winter tourist season and beginning of the summer rainy season. One example is ferns, which may need to be cut back to the ground and cleaned to remove old dead stems and leaves.



4.04.07

All ornamental grasses shall be cut back in April or May. They shall be reduced to an overall height of no more than 8 to 10 inches above grade, cleaned of all old leaves, stems, and debris, and allowed to produce all new foliage.



Following re-growth, all old dead leaves shall be removed from the bases of the plants.



4.04.08

Periodic cut-backs of hedges and shrubs in need of renovation shall be performed in April or May of each year, as directed by the Landscape Supervisor.

These leggy hedges need a significant cut-back to encourage a fuller growth habit.



4.04.09

All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

The liriopé planting below needs to have old dead leaves removed from the bottom. It will eventually need to be reduced back from the walkway by removing sections of the plants at their bases to leave a natural look. No top or side-trimming permitted.



4.04.10

Hedges and formal border plantings shall be pruned to maintain them at the intended heights and widths as directed by the Supervisor. Hedges shall be maintained such that the bottom sections are wider than the tops to maximize exposure to sunlight.

Correct hedge pruning with bottoms wider than tops.



Incorrect hedge pruning with tops wider than bottoms.



Sheared hedges may require substantial height and width reductions one (1) time per year to remove accumulations of dead twigs and epicormic shoots.



#### 4.04.11

Small-leaf plants such as ficus or buttonwood can be sheared with gas-powered shearing equipment; large-leaf plants such as clusia, seagrape, or crotons shall be hand-pruned to avoid tearing of leaves.

Proper pruning of clusia hedge done hand.



Improper pruning using shearing by equipment.



Proper cuts made with clippers.



Improper cuts made with machete.



4.04.12

All "standards" (shrubs or small trees that are intentionally pruned to maintain a single stem with a rounded crown such as hibiscus, ligustrum, etc.) shall be pruned one (1) time each three (3) months or more often if needed to maintain compact, rounded crowns.



Young trees shall not be pruned into "standards" or topiaries, but rather, left to grow large and later be pruned by an arborist. Below left is correct; below right is not.



This is the intended growth habit at maturity.



4.04.13

All vines (i.e., bougainvillea) shall be pruned and trained onto trellises and trimmed as needed to restrict them to the trellises. "Hard cuts" can be made as needed during the early to mid-summer months. No "hard cuts" shall be made between the months of September to April; only light trimming to remove errant stems shall be performed during those months, to allow for optimal seasonal bloom.



4.04.14

All single-trunk palms that are less than 15 feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens.

Proper pruning of small single-trunk palms.



4.04.15

All clustering palms (i.e., paurotis, fishtail, Senegal date, or areca) that are less than 15 feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one (1) time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be "cleaned" to remove all young stems.

Fishtail palms properly pruned.



Areca palms properly pruned.



Areca palms over-thinned/cleaned.



4.04.16 All clippings and debris, including fallen palm fronds and nuts, shall be collected during each service visit and disposed of at authorized dumping or recycling sites.

#### 4.05 MULCHING

4.05.01 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched at least two (2) times per year using brown or natural-colored, shredded melaleuca or eucalyptus mulch, Grade B or better, layered to and maintained at a depth of 1 to 2 inches.

4.05.02 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of at least 18-inch radius (36-inch diameter), or as specified by city staff, from the trunk, within which mulch shall be maintained.

Proper tree rings.





Improper tree rings that are too large and irregular.



4.05.03

Mulched areas shall begin 2 to 4 inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms. There shall be no "volcano" mulching or tree wells around established trees.

Mulch is too deep, accumulated next to the tree trunk.



"Volcano mulching" and an old tree well.



#### 4.06 WEED CONTROL

4.06.01

Weeds shall be removed by hand on an on-going basis throughout the year in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm and cycad fruits, and tree/palm seedlings ("volunteers") in hedges and shrub beds.

Weeds in shrub beds.



Volunteer seedlings that need to be removed.



Fallen cycad seeds that need to be removed, as do palm seeds.



At Snook Island and other natural areas, all non-native invasive species shall be regularly removed by hand. For example, the lead tree seedlings below need to be removed.



#### 4.06.02

All weeds in driveways, sidewalks, fencelines, or other hardscape areas shall be removed by hand or sprayed with an appropriately labeled herbicide, as per label directions, once each 2 to 3 months or more often if needed to keep them under control. Herbicides shall be applied in the early morning hours to prevent harm to honeybees and other pollinators. Natural alternatives to commonly-used herbicides may include herbicidal soaps, vinegars, or salts.



#### 4.07 CLEAN-UP AND DISPOSAL

4.07.01 All debris shall be collected during each service visit and disposed of at authorized dumping or recycling sites.

### TREE AND PALM PRUNING PART I – GENERAL

#### 1. SUMMARY

1.01 The objective is to properly prune City trees and palms to provide a visually-pleasing, naturalistic, safe, and environmentally-sound tree canopy that provides the maximum amount of shade.

## **2. QUALITY ASSURANCE**

- 2.01 Contractor shall be an individual or firm of established reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing work as outlined in this document.
- 2.02 Contractor shall have any and all current licensing as required to perform the specified services in the City of Lake Worth Beach, Florida and Palm Beach County, Florida.
- 2.03 Contractor shall visit the site and inspect the trees and site conditions prior to submitting a bid.
- 2.04 Contractor shall comply with all sections of these specifications.
- 2.05 No work is to be subcontracted without the prior written consent of the City.
- 2.06 Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions of Occupational and Safety and Health administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1- 2000 (Tree Care Operations-Safety Requirements), and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).
- 2.07 Contractor shall designate a competent supervisor or foreman to oversee all activities described in these specifications.
- 2.08 Contractor shall be responsible for notifying the City and for the cost and repair of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of improper or negligent activities within their respective realm of responsibility, as defined in these specifications.

## **3. PRODUCTS AND MATERIALS**

- 3.01 Contractor shall be responsible for providing all labor and materials needed to completely and accurately perform the work outlined in these specifications. Equipment and materials furnished shall be of the appropriate type, size and quantity needed to adequately accomplish the specified work.
- 3.02 Contractor shall be responsible for regularly inspecting all equipment to be used on the job site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, structures or the environment.

## **4. SCOPE OF WORK – TREE AND PALM PRUNING**

### **4.01 GENERAL**

- 4.01.01 All shade trees and palms shall be pruned by or under the supervision of a Certified Arborist following the standards set forth in the American National Standard for Tree Care Operations , ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).
- 4.01.02 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.
- 4.01.03 There shall be no tree or palm pruning within 10 feet of an energized power line; utility line-clearing crews shall be contacted if this service is needed.

## 4.02 HARDWOOD TREES

4.02.01 Hardwood trees shall be pruned on a regular cycle which shall be determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage. Hardwood trees shall be pruned at least one (1) time each two (2) to three (3) years.

4.02.02 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction. Following the City's objective of promoting maximum shade coverage, crown raising and crown reduction shall be limited to the minimum necessary to comply with this section.

4.02.03 "Topping", "Rounding", "Hatracking", "Lion's Tailing", or "Over-Raising" shall not be permitted.

Topping or Rounding



Hatracking



Hatracking



Lion's Tailing or Over-Raising



Over-Raising



4.02.04 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

4.02.05 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

4.02.06 Trees with crowns which spread over parking areas shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained.

4.02.07 Trees adjacent to buildings, fences, lightposts, cameras, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

### 4.03 PALMS

4.03.01 Palms shall be pruned on a regular cycle, at least two (2) times per year.

4.03.02 Palms shall be pruned such that all brown lower fronds and no more than 1 to 2 rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

Correct Palm Pruning



Incorrect, Over-Raising



Correct Palm Pruning



Incorrect, Over-Raising



4.03.03 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases ("boots" and "thatch") shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining "boots" or "thatch" by cutting or pulling.

Correct Pruning and Thatch Removal



Thatch Removal Needed



Volunteer Seedlings to be Removed



Excess Thatch with Volunteers



4.03.04

Clustering palms shall periodically (no more than one (1) time per year), be thinned by removing approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights. Palms shall not be "cleaned" to remove all young stems.

Correct Thinning



Incorrect, Over-Thinning



4.04 CLEAN-UP AND DISPOSAL

4.04.01

All debris shall be collected during each service visit and disposed of at authorized dumping or recycling sites.

**END OF SCOPE OF WORK**

**EXHIBIT "B"**

**(Contractor's Proposal – 5 pages)**



IFB #24-103 CITYWIDE LAWN AND LANDSCAPE MAINTENANCE SERVICES

SCHEDULE OF UNIT PRICES  
(4 PAGES)

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.


All line items must be completed for bid acceptance.

Name of Bidder: Marquez Landscape, Inc.

Address: 3805 Mackinac Rd. City: Lantana ST FL. Zip 33462

Phone: (561) 331-9848 Email: landscape90@gmail.com

Print Name: Rudy Marquez Title: Owner Representative

SIGNATURE:  Date: 5-13-24

**SCHEDULE OF UNIT PRICES**

Location	Parcel Number	Description	District	Total Acres of Mowing Work	Notes	Mowing Frequency (x per year)	Unit Cost Per Service	Total Cost Per Year
1515 WINGFIELD ST	3843443440000010	COMMUNITY FACILITY (GYMNASIUM AT 1515 WINGFIELD ST) and LA BANKS CEMETERY	1	2.5	228 headstoms / Seasonal cycle	38	\$ 220.00	\$ 8,800.00
1699 WINGFIELD ST	3843433000001030	HOVARD PARK - LW COMM DEV CORP.	1	1	Seasonal cycle	38	\$ 100.00	\$ 4,000.00
1724 12TH AVE S	3843428580000000	PINE CREEK MEMORIAL PARK (CEMETERY)	1	16.73	19,000 headstoms / Seasonal cycle	38	\$ 1,000.00	\$ 36,000.00
515 SA ST	3843442890020020	PARK (Memorial Park 1 of 5)	1	0.5	Seasonal cycle	38	\$ 100.00	\$ 400.00
515 B SUMR SE CT	3843442890010010	PARK (Memorial Park 2 of 5)	1	0.5	Seasonal cycle	38	\$ 100.00	\$ 400.00
520 SUMRSE CT	3843442890000110	PARK (Memorial Park 3 of 5)	1	0.4	Seasonal cycle	38	\$ 100.00	\$ 400.00
526 SUMRSE CT	3843442890000230	PARK (Memorial Park 4 of 5)	1	0.07	Seasonal cycle	38	\$ 100.00	\$ 400.00
7166THAVE S	3843442890020010	PARK (Memorial Park 5 of 5)	1	0.07	Seasonal cycle	38	\$ 20.00	\$ 800.00
5TH AVE S GREENWAY		SOUTH A ST TO SOUTH E ST - GREENWAY	1	2	Seasonal cycle	38	\$ 120.00	\$ 4,800.00
7TH AVE SOUTH ROADWAY		SOUTH A ST TO SOUTH E ST	1	1	Seasonal cycle	38	\$ 180.00	\$ 7,200.00
9TH AVE S GREENWAY		9TH AVE SOUTH - SOUTH B ST TO SOUTH F ST	1	2	Seasonal cycle	38	\$ 120.00	\$ 4,800.00
11TH AVE S GREENWAY		SOUTH A STREET TO SOUTH G STREET	1	2.5	Seasonal cycle	38	\$ 150.00	\$ 6,000.00
6TH AVE SOUTH ROADWAY		ONE HWY TO SOUTH A ST	1	1	Medium, shoulder mowing - Seasonal cycle	38	\$ 150.00	\$ 6,000.00
6TH AVE S @ I-95		I-95 MEDIAN SAND SHOULDERS AT INTERCHANGE (EAST AND WEST SIDE OF I-95)	1	0.3	Seasonal cycle	38	\$ 80.00	\$ 3,200.00
12TH AVE SOUTH - GATEWAY		12TH AVE SOUTH RIGHT OF WAY BETWEEN I-95 AND LAKE OZBORNE DRIVE	1	0.5	Seasonal cycle	38	\$ 40.00	\$ 1,600.00
1526WINGFIELD ST	384344349010000630	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
1101 SOUTH E STREET	384344211529 50000	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
1699WINGFIELD ST	38434439300001030	SOUTH LAND HILL	1	45	Bush hog mowing required	12	\$ 4,000.00	\$ 180,000.00
1527 SOUTH DOUGLA S ST	384344340100000570	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
1749 8RD AVE S	38434428280090010	PUBLIC SERVICES BLDG Parcel 1 of 1 and STORAGE LOT	1	1.5		12	\$ 150.00	\$ 1,800.00
1756 8TH AVE S	38434439300000030	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
304 SOUTH F ST	38434421152920130	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
623 LATORNA AVE		LAND (623 LATORNA AVENUE) RE SIDENTIAL	1	0.06		12	\$ 20.00	\$ 240.00
626 LATORNA AVE		LAND (623 LATORNA AVENUE) RE SIDENTIAL	1	0.06		12	\$ 20.00	\$ 240.00
725 LATORNA AVE	38434434020000340	LAND (725 LATORNA AVENUE) 1 Parcel RE SIDENTIAL	1	0.14		12	\$ 20.00	\$ 240.00
639 WASHINGTON AVE	38434434010000030	VACANT LAND	1	0.2		12	\$ 20.00	\$ 240.00
912 12TH AVE S	384344211 52870101	LAND (East Portion of Private Property on 12th Avenue South) RE SIDENTIAL	1	0.03		12	\$ 10.00	\$ 120.00
723 SOUTH C STREET	38434421152930010	VACANT LAND	1	0.2		12	\$ 10.00	\$ 120.00
5H ST	38434421152950010	LAND (11th Avenue South and South W Street and Fec Railway) RESIDENTIAL	1	0.14		12	\$ 40.00	\$ 480.00

17155 37TH AVEN	3843441530000150	[AND 17155 37TH AVE N] RESIDENTIAL	2	0.27			12	\$ 10.00	\$ 120.00
2ND AVE N	38434421020340093	STORM WATER (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 3 of 3)	2	0.0078	brush hog mowing required		12	\$ 40.00	\$ 480.00
17172 2ND AVE N	38434421020340092	STORM WATER - 1 (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 2 of 3)	2	0.28	brush hog mowing required		12	\$ 10.00	\$ 120.00
17161 3RD AVE N	38434421020340080	STORM WATER (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 1 of 3)	2	0.92	brush hog mowing required		12	\$ 100.00	\$ 1,200.00
17159 17TH AVE N	3843441530000150	[AND 17159 17TH AVE N] RESIDENTIAL	2	0.27			12	\$ 20.00	\$ 240.00
9002 2ND AVEN	3843441500000010	PARK (Northwest Park 1 of 3) Baseball fields	2	10	61-monthly service		26	\$ 600.00	\$ 15,600.00
813 WORN THMORE DR	3843441500001180	PARK (Northwest Park 2 of 3) Baseball fields	2	0.50	61-monthly service		26	\$ 60.00	\$ 1,560.00
817H AVEN GREENWAY		817H AVEN NORTH - NORTH A ST TO NORTH F ST	2	2.00	Seasonal cycle		38	\$ 150.00	\$ 5,500.00
10TH AVE N @ 1-95		[.95 SHOULDER EAST INTERCHANGE (EAST SIDE OF 1-95 ONLY FROM NORTH A STREET TO 300' TO THE WEST)]	2	0.4	Seasonal cycle		38	\$ 20.00	\$ 800.00
10TH AVE NORTH ROADWAY		DIKE HWY TO NORTH A STREET	2	1	Shoulders, medians - Seasonal cycle		38	\$ 100.00	\$ 4,000.00
5TH AVE N GREENWAY		5TH AVE NORTH - NORTH A ST TO NORTH CST	2	1	Seasonal cycle		38	\$ 60.00	\$ 2,400.00
1121 LUCERNE AVE		INSIDE FENCE AREA AND GRASS AREA NEXT TO FEC RAILROAD TRACKS (WATCH BUILDING)	2	0.10	Seasonal cycle		38	\$ 10.00	\$ 400.00
BOULWELL ROAD		LAKE WORTH ROAD TO 10TH AVE NORTH (will commence Spring 2019)	2	0.08	Shoulders, medians, landscaping - Seasonal Cycle		38	\$ 10.00	\$ 400.00
1702 LAKE WORTH RD	38434421020350011	LAND (1702 LAKE WORTH RD) Traffic Circle at Street; Vacant land at NW corner median	2	.30	Seasonal cycle		38	\$ 40.00	\$ 1,600.00
7N DIERHUY	3843442155150011	CITY HALL	2	0.10	Seasonal cycle		38	\$ 20.00	\$ 800.00
1415 NO ST	3843441500000170	PARK (Sunset Ridge Park 1 of 2)	2	2	Seasonal cycle		38	\$ 150.00	\$ 6,000.00
1413 NO ST	3843441501000160	PARK (Sunset Ridge Park 2 of 2)	2	2	Seasonal cycle		38	\$ 150.00	\$ 6,000.00
1229 DETROIT ST	38434420150020000	PUBLIC SAFETY-FIRE STATION (1229 Detroit Street)	2	1.28	Seasonal cycle		38	\$ 125.00	\$ 5,000.00
1020 LUCERNE AVE		PUBLIC SAFETY COMPLETE - mowing small area at firehouse and hedge trimming site	2	3	Seasonal cycle		38	\$ 250.00	\$ 10,000.00
1900 2ND AVEN	38434421020250010	UTILITIES WAREHOUSE AND YARD (1900 2nd Avenue North) Parcel 1 of 2	2	0.2	incl: parking lot strip / Seasonal cycle		38	\$ 20.00	\$ 800.00
1900 2ND AVEN	38434421020250010	UTILITIES WAREHOUSE AND YARD (1900 2nd Avenue North) Parcel 1 of 2	2	0.2	incl: parking lot strip / Seasonal cycle		38	\$ 20.00	\$ 800.00
1413 NO ST	3843441501000160	PARK (Sunset Ridge Park 2 of 2)	2	2	Seasonal cycle		38	\$ 150.00	\$ 6,000.00
1415 NO ST	3843441500000170	PARK (Sunset Ridge Park 1 of 2)	2	2	Seasonal cycle		38	\$ 150.00	\$ 6,000.00
1900 2ND AVEN	38434421020250010	UTILITIES WAREHOUSE AND YARD (1900 2nd Avenue North) Parcel 1 of 2	2	0.2	incl: parking lot strip / Seasonal cycle		38	\$ 20.00	\$ 800.00
7N DIERHUY	3843442155150011	CITY HALL	2	0.10	Seasonal cycle		38	\$ 20.00	\$ 800.00
1702 LAKE WORTH RD	38434421020350011	LAND (1702 LAKE WORTH RD) Traffic Circle at Street; Vacant land at NW corner median	2	.30	Seasonal cycle		38	\$ 40.00	\$ 1,600.00
BOULWELL ROAD		LAKE WORTH ROAD TO 10TH AVE NORTH (will commence Spring 2019)	2	0.08	Shoulders, medians, landscaping - Seasonal Cycle		38	\$ 10.00	\$ 400.00
1121 LUCERNE AVE		INSIDE FENCE AREA AND GRASS AREA NEXT TO FEC RAILROAD TRACKS (WATCH BUILDING)	2	0.10	Seasonal cycle		38	\$ 10.00	\$ 400.00
5TH AVE N GREENWAY		5TH AVE NORTH - NORTH A ST TO NORTH CST	2	1	Seasonal cycle		38	\$ 60.00	\$ 2,400.00
10TH AVE NORTH ROADWAY		DIKE HWY TO NORTH A STREET	2	1	Shoulders, medians - Seasonal cycle		38	\$ 100.00	\$ 4,000.00
10TH AVE N @ 1-95		[.95 SHOULDER EAST INTERCHANGE (EAST SIDE OF 1-95 ONLY FROM NORTH A STREET TO 300' TO THE WEST)]	2	0.4	Seasonal cycle		38	\$ 20.00	\$ 800.00
817H AVEN GREENWAY		817H AVEN NORTH - NORTH A ST TO NORTH F ST	2	2.00	Seasonal cycle		38	\$ 150.00	\$ 5,500.00
813 WORN THMORE DR	3843441500001180	PARK (Northwest Park 2 of 3) Baseball fields	2	0.50	61-monthly service		26	\$ 60.00	\$ 1,560.00
9002 2ND AVEN	3843441500000010	PARK (Northwest Park 1 of 3) Baseball fields	2	10	61-monthly service		26	\$ 600.00	\$ 15,600.00
17159 17TH AVE N	3843441530000150	[AND 17159 17TH AVE N] RESIDENTIAL	2	0.27			12	\$ 20.00	\$ 240.00
17161 3RD AVE N	38434421020340080	STORM WATER (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 1 of 3)	2	0.92	brush hog mowing required		12	\$ 100.00	\$ 1,200.00
17172 2ND AVE N	38434421020340092	STORM WATER - 1 (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 2 of 3)	2	0.28	brush hog mowing required		12	\$ 10.00	\$ 120.00
2ND AVE N	38434421020340093	STORM WATER (1.95 Between 2nd Ave North and 3rd Ave North-Parcel 3 of 3)	2	0.0078	brush hog mowing required		12	\$ 40.00	\$ 480.00
17155 37TH AVEN	3843441530000150	[AND 17155 37TH AVE N] RESIDENTIAL	2	0.27			12	\$ 10.00	\$ 120.00

1781 18TH AVEN	3843441511000163	LAND (end of 16th Avenue North and 159) RESIDENTIAL	2	0.1		12	\$ 10.00	\$ 120.00
1789 18TH AVEN	3843441508000170	LAND (west adjacent to 1788 18TH AVE NORTH) RESIDENTIAL	2	0.11		12	\$ 10.00	\$ 120.00
1837 18TH AVE N	38434415150010070	LAND (15th Avenue North adjacent to Lake Worth Middle) RESIDENTIAL	2	0.17		12	\$ 10.00	\$ 120.00
190020DAVEN	38434421020210010	UTILITIES WAREHOUSE AND YARD (1880 2nd Avenue North) and Dry retention pond	2	4		12	\$ 300.00	\$ 3,600.00
LAKE WORTH RD		MEDIANS FROM I-95 TO KELLER CANAL	2	1.00		12	\$ 150.00	\$ 1,800.00
211NH ST	38434421150560270	PARK (FITNESS ZONE PARK) Parcel 1 of 2	2	.08		12	\$ 10.00	\$ 120.00
211NH ST	38434421150560250	PARK (FITNESS ZONE PARK) Parcel 2 of 2	2	.15		12	\$ 10.00	\$ 120.00
N G ST	38434421152080100	LAND (FEC Railway between 7th-8th Avenue North and G Street) 1 Parcel MIXED USE	2	0.27		12	\$ 20.00	\$ 240.00
N G ST	38434421152500092	LAND (FEC Railway between 8th-9th Avenue North and G Street) 2 Parcel MIXED USE	2	0.37		12	\$ 20.00	\$ 240.00
4TH AVE NORTH		LOT ADJACENT TO 22304TH AVE N	2	1		12	\$ 100.00	\$ 1,200.00
14TH AVE N		14TH AVE N AND CLARKE LN AT I-95/SOUND WALL	2	0.2		12	\$ 10.00	\$ 120.00
17TH AVEN		EAST SIDE AND WEST SIDE OF I-95 GREEN ARMS ALONG SIDEWALK	2	0.25		12	\$ 20.00	\$ 240.00
12TH AVE NORTH ROW		ROW ON 12TH AVE N FROM NORTH EAST TO NORTH F ST	2	1.00		12	\$ 40.00	\$ 480.00
11TH AVE NORTH ROW		ROW ON 11TH AVE N FROM NORTH EAST TO NORTH F ST	2	1.00		12	\$ 40.00	\$ 480.00
9TH AVE NORTH ROW		ROW ON 9TH AVE N FROM NORTH EAST TO NORTH F ST	2	1.00		12	\$ 40.00	\$ 480.00
LAJUE AVE @ I-95		SHOULDER AT I-95 WALL (EAST SIDE OF I-95)	2	0.1	6' wide greenspace	12	\$ 10.00	\$ 120.00
14TH AVEN ROW		WEST SIDE OF FEDERAL HIGHWAY	3	.07		12	\$ 20.00	\$ 240.00
1803 N FEDERAL HWY	38434415150280070	PARK (Peak 4th-R Corner of Wellichy Drive and North Federal Hwy) AND CENTER MEDIANS	3	0.37		38	\$ 20.00	\$ 800.00
414 LAKE AVE	3843442115170010	CITY HALL ANNEX	3	0.5		38	\$ 50.00	\$ 2,000.00
OLD BRIDGE PARK	3843442800010040	PARKING LOT AT NORTH SIDE OF BRIDGE INCLUDES MEDIANS ON BASE OF BRIDGE	3	1.2		38	\$ 60.00	\$ 2,400.00
13TH AVEN AND FEDERAL		PASSIVE PARK	3	0.2		38	\$ 20.00	\$ 800.00
11ARROWWAY		MEDIANS SHOULDERS ON A1 ALONG CASINO PROPERTY (EAST AND WEST SIDE OF A1)	3	0.5		38	\$ 10.00	\$ 400.00
SMILWAY PARK		MARILAND DRIVE AT DEAD END (PUBLIC USE PARK AT SMILWAY)	3	2		38	\$ 150.00	\$ 6,000.00
CASINO PROPERTY		CASINO PROPERTY AT BEACH - common areas, hedge trimming	3	19		38	\$ 200.00	\$ 8,000.00
CASINO PROPERTY - Special		CASINO PROPERTY AT BEACH - special turf - asphalt sod (real size mower only)	3	1		38	\$ 100.00	\$ 4,000.00
SMOOK ISLANDS		PARK GREEN ARMS ALONG INTRACOASTAL NORTH SIDE OF LW BRIDGE (WEST SIDE OF ICW)	3	0.1	Seasonal cycle	38	\$ 20.00	\$ 800.00
North J Terrace ROW		UNIMPROVED RIGHT OF WAY WEST SIDE OF N J TERRACE TO ALLEWHY ACROSS FROM 14th Ave N	3	0.07		12	\$ 20.00	\$ 240.00
626WK ST 3	38434421151760123	LAND (5215 1/2 NORTH 'K' STREET) RESIDENTIAL	3	0.06		12	\$ 20.00	\$ 240.00
14TH AVEN		N J TERRACE TON J ST UNIMPROVED ROW AND FEDERAL TO NORTH N ST	3	0.25		12	\$ 20.00	\$ 240.00

12 NORTH J STREET		PARKING LOT HEDGES	3	0.1		12	\$ 10.00	\$ 120.00
WETLESLEY DR OUTFALL		INTRACOA STAL OUTFALL GREEN SPACE	3	0.25		12	\$ 10.00	\$ 120.00
17TH AVE NORTH		FEDERAL HWY TO NORTH MST UNIMPROVED RIGHT OF WAY	3	0.2		12	\$ 20.00	\$ 240.00
18TH AVE NORTH		INTRACOA STAL OUTFALL GREEN SPACE	3	0.25		12	\$ 10.00	\$ 120.00
100 S GOULDVIEW RD	39494427000001000	BRYANT PARK (includes North Bryant, Middle Bryant, and South Bryant Parks)	4	1600	Seasonal cycle	38	\$ 600.00	\$ 24,000.00
100 S GOULDVIEW RD	39494427000001000	TRIANGLE PARK (Green area in between Lake and Lucerne, west side of bridge)	4	1.00	Seasonal cycle	38	\$ 150.00	\$ 5,000.00
SOUTH PALMWAY MEDIAN S		MEDIAN S FROM 5TH AVE S TO 18TH AVE S	4	2	Seasonal cycle	38	\$ 200.00	\$ 7,000.00
DIKE HWY MEDIAN		MEDIAN AND SHOULDER ON DIKE HWY FROM LAKE AVENUE TO 2ND AVE S	4	0.10	Seasonal cycle	38	\$ 39.00	\$ 1,200.00
SOUTH PALM PARK		PARK AND 2 GREEN AREAS BETWEEN S PALMWAY AND LAKE SIDE 11TH AVE S	4	2.50	Seasonal cycle	38	\$ 100.00	\$ 4,000.00
71130 AVE S	39494421515150142	LAND (rear portion of 902 South J Street) RESIDENTIAL	4	0.08		12	\$ 10.00	\$ 120.00
19 SOUTH K STREET		PARKING LOT	4	0.1		12	\$ 10.00	\$ 120.00
16 SOUTH L STREET		PARKING LOT S BETWEEN S M ST AND S L ST	4	0.1		12	\$ 10.00	\$ 120.00
5 FEDERAL HWY	39494421515151012	PARK (Pocket Park corner of 5th Ave South and South Federal Hwy)	4	0.07		12	\$ 10.00	\$ 120.00
1121 S FEDERAL HWY	39494427010400140	LAND AND UNIT (1121 S FEDERAL HWY)	4	0.10		12	\$ 10.00	\$ 120.00
16TH AVE SOUTH ROW		ROW ON 16TH AVE S FROM SOUTH N ST TO EAST SIDE FEDERAL HWY	4	0.25		12	\$ 20.00	\$ 240.00
14TH AVE SOUTH ROW		ROW ON 14TH AVE S FROM SOUTH L ST TO SOUTH M ST	4	0.25		12	\$ 20.00	\$ 240.00
13TH AVE SOUTH ROW		ROW ON 13TH AVE S FROM SOUTH L ST TO SOUTH N ST	4	0.50		12	\$ 60.00	\$ 720.00
9TH AVE SOUTH ROW		ROW ON 9TH AVE S FROM SOUTH J ST TO FEDERAL HWY	4	1.00		12	\$ 100.00	\$ 1,200.00
5TH AVE SOUTH ROW		ROW ON 5TH AVE S FROM DIKE HWY TO SOUTH L ST	4	0.50		12	\$ 20.00	\$ 240.00
7TH AVE SOUTH ROW		ROW ON 7TH AVE S FROM S L ST TO S M ST	4	0.50		12	\$ 20.00	\$ 240.00
9TH AVE SOUTH ROW		ROW ON 9TH AVE S FROM S LAKE SIDE TO INTRACOA STAL	4	0.25		12	\$ 10.00	\$ 120.00
13TH AVE SOUTH ROW		ROW ON 13TH AVE S FROM S LAKE SIDE TO INTRACOA STAL	4	0.25		12	\$ 10.00	\$ 120.00
15TH AVE SOUTH ROW		ROW ON 15TH AVE S FROM S LAKE SIDE TO INTRACOA STAL	4	0.25		12	\$ 10.00	\$ 120.00
<b>TOTAL:</b>							<b>\$ 275,634.00</b>	<b>\$ 2,756,340.00</b>
<b>MISCELLANEOUS WORK ALLOWANCE ITEM:</b>							<b>\$ 25,000.00</b>	<b>\$ 250,000.00</b>
<b>GRAND TOTAL:</b>							<b>\$ 300,634.00</b>	<b>\$ 3,006,340.00</b>

\$ 275,634.00 Corrected  
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