Board of Supervisor's Meeting
Pine Tree Water Control District
Wellington City Hall, 12300 Forest Hill Blvd., Wellington, FL 33414

Monday, June 19, 2017, 6:00 p.m.
(Immediately following the Annual Landowners Meeting)

AGENDA

I. Call to Order

II. Selection of Officers

III. Consent Agenda

a. Approval of Minutes

i. Board of Supervisors Meeting – February 6, 2017
ii. Informational Meeting – March 27, 2017
iii. Board of Supervisors Meeting – April 17, 2017

b. Financial Report

i. Financial Report
ii. Warrant List
iii. Approval of Supervisor Invoices

c. Operations Report

IV. Presentation of Annual Audit for the Year Ended September 30, 2016

V. Proposed Fiscal Year 2017/2018 Budget

VI. Resolution No. PT 2017–02: A Resolution of the Supervisors of the Pine Tree Water Control District Adopting the District's Preliminary Non-Ad Valorem Assessment Rate for Truth-In-Millage ("TRIM") Purposes; and Providing an Effective Date.

VII. Authorize District Management Turnover

a. Selection of Management

i. Special District Services
ii. Flying Cow Management Co., Inc.

b. Management Transition Items

i. Clarke Aquatic Services, Inc. Piggyback Contract Agreement
ii. Wellington Professional Lawn Care, Piggyback Contract Agreement
iii. Village of Wellington Roadway Maintenance Extension

VIII. Engineer's Report

IX. Attorney's Report

X. Other Business

XI. Board Comments

XII. Next Meeting – Monday, August 21, 2017 at 6:00 p.m. (Budget Approval)

XIII. Adjourn

III.

CONSENT AGENDA

MINUTES

MINUTES

Pine Tree Water Control District
Board of Supervisor's Meeting

Wellington City Hall
12300 Forest Hill Blvd.
Wellington, FL 33414

Monday, February 6, 2017
6:00 p.m.

Pursuant to the foregoing notice, a meeting was held of the Pine Tree Water Control District Board of Supervisors on Monday, February 6, 2017 at Wellington Village Hall, 12300 Forest Hill Blvd., Wellington, FL 33414.

Board Supervisors Present: Maria Fong, Board President, Joel Arrieta, Board Supervisor and Travis Deering, Board Supervisor.

I. **Call to Order** – Ms. Fong called the meeting to order at 6:04 p.m.

II. **Pledge of Allegiance** – Ms. Fong led the Pledge of Allegiance.

III. **Consent Agenda**

Approval of Minutes Board of Supervisors Meeting – November 7, 2016

a. **Financial Report**
   I. Financial Report
   II. Warrant List
   III. Approval of Supervisor Invoices

b. **Operations Report**

Ms. Quickel presented the Consent Agenda.

Ms. Fong read from a comment card which stated there was a mistake on the November 7, 2016 minutes; the minutes state that the date of the Notice of Termination letter from the Village of Wellington is October 6, 2016 and the correct date was October 26, 2016.

Ms. Quickel took note of the correction.

Mr. Kurtz stated that the change of date would not change the 270 day calculation date which ends July 23, 2017.

Ms. Quickel recommended approval of the Consent Agenda with the correction to the November 7, 2016 minutes.

A motion was made by Ms. Fong, seconded by Mr. Deering and unanimously passed (3-0) approving the Consent Agenda as amended.

Ms. Quickel noted the Financial Report which was scheduled to be presented at the April 17, 2017 meeting would include a budget amendment based on the anticipated non-payment of the assessments by SFWMD.

IV. Engineer's Report

Ms. Quickel introduced the Engineer's Report.

Mr. Higgins reported that he received comments from the Village of Wellington regarding the proposed equestrian bridge for Doug Murray. He explained the concern was about setting precedence for all properties within Rustic Ranches and suggested that the location of the bridge be relocated west where there was an existing drainage equestrian easement. He noted that after he spoke to Mr. Murray regarding the Village's comments, he was not pleased with the request and does not want the bridge to be a public crossing. Mr. Higgins' recommendation was to defer the agenda item until he was able to have further discussions regarding the issue with Mr. Murray.

Mr. Murray said he had understood that the bridge would be located from his property to his other property and he did not want to pay for a bridge if others have access to it. He indicated that his neighbor owns 50 feet and he owns 25 feet of the easement and he would like to have the bridge located near his neighbor's easement.

Mr. Higgins noted that the proposal was to have the bridge located on the eastern most part of the easement and the Board would need to make the decision because the approval for a crossing was that it would done on a case by case basis.

Mr. Murray stated that he had a problem with the dogs located at the proposed area especially since he has horses.

Mr. Kurtz explained that the easement in question was a drainage easement and the Board would need to survey the area because the property appraiser indicated that the easement was owned by the county.

Mr. Murray said the County tried to purchase the easement in the past but the transaction never took place.

Mr. Kurtz stated that staff would need to research the issue.

Ms. Quickel noted that Mr. Murray's permit request would be placed on the April 17th meeting for the Board's consideration.

Mr. Kurtz explained before the permit was to be considered all of the properties that would potentially be affected would need to be notified.

Ms. Quickel noted that notices would be sent to all of the nearby property owners along the canal.

Mr. Arrieta stated that the Board may not want to have the item placed on the next agenda without providing Mr. Murray with guidance and direction in order to clear the easement problem with Palm Beach County. He noted that he wanted Mr. Murray to understand what to expect at the next meeting. Mr. Higgins said he would continue to have dialogue with Mr. Murray.

Ross Thomas, 16096 Norris Road. Mr. Thomas indicated he and his father were in the same situation as Mr. Murray because they received a Notice of Intent from Palm Beach County in the past but public communication regarding the public auction for the easement point was never received.

V. Attorney's Report

Ms. Quickel introduced the Attorney's Report.

Mr. Kurtz said he would be reporting on the potential transition away from the Village of Wellington and explained that the transition was not requested by the Board, the property owners or the Village Council. He noted that the scheduled termination date would be July 23, 2017; however, there were many issues that needed to be.

Pursuant to the Board's direction at the prior meeting, Mr. Kurtz explained that a joint meeting or workshop with the Village Council would be beneficial in order for everyone to address the issues but before scheduling the meeting, the issues needed to be known along with the corresponding facts. Mr. Kurtz explained that the Rustic Ranches' roads have been maintained by the Village of Wellington in accordance with the Interlocal Agreement but Rustic Ranches homeowners located within Pine Tree Water Control District have not been assessed for the road maintenance for a number of years. During a certain point in time, the Village of Wellington decided to use the gas tax revenues to pay the maintenance of the roads. He said Ms. Quickel would provide the present cost to maintain the roads if the Village of Wellington ceases to maintain them. Mr. Kurtz' suggestion was to have staff solicit proposals from private contractors for their rates to provide the current level of service of road maintenance.

Mr. Kurtz said that engineering and permitting issues needed to be discussed because in the absence of the Interlocal Agreement those services would either continue or cease. He noted that the Village of Wellington Planning and Zoning Department has been monitoring the new project called Flying Cow Ranch that was anticipated on the McCarthy property and the Board would need to make sure that the permitting continues to move forward in accordance with the permitting standards of the Water Control Plan. Since the northern half of the property was

within the Pine Tree Water Control District and the bottom half of the property was located within the Acme Improvement District, PZB's comments regarding future drainage on that property was to go into one system or the other. He suggested having Mr. Higgins review the project for future drainage proposals, the manner in which their drainage would work, and if the District's drainage system would be affected. He explained that hydrological, annexation, de-annexation issues along with the nonpayment of assessments from SFWMD needed to be known by the Board which in turn would have to decide how to move forward or take action.

i. Management Company Proposals
   a. Munilytics
   b. Special District Services

Mr. Kurtz noted the two proposals were included in the agenda packet but there was still time to negotiate and extend the time limit with Wellington. He indicated if negotiation was not reached with Wellington, the Board needed to be prepared and suggested that everyone read the material provided in the agenda packet. He said he felt that the potential advantage was that both companies would be providing the same level of service that the District has been receiving from the Village with a small reduction in price. He suggested scheduling a formal interview with each company at the next Board meeting which was scheduled for April 17th, in order to ask questions, obtain information and solutions to any issues that the Board may have, based on the current level of service. He said that formal notice would be needed in order for the management companies to attend the formal interview process at the next meeting.

Ms. Fong thanked Mr. Kurtz for his explanation and overview of the issue. She noted that both she and Ms. Quickel have had conversations regarding many of the issues that Mr. Kurtz discussed and the two proposals provided include a very small portion of the services that the Rustic Ranches landowners currently receive. Ms. Fong pointed out that there was a large amount of issues that the Board would need to take in consideration. She suggested after reviewing the proposals and speaking with both Mr. Kurtz and Ms. Quickel, that an open informational meeting for the residents would be helpful. She explained that during that meeting all of the residents would be able to participate and provide input on their vision for the future of their community. She felt that the proposals indicated the cost to provide the administrative services portion for the District but it does not include the cost of engineering, swale mowing or any other detailed services currently being provided. She said that the residents needed to know what they were currently spending in order to provide input. Ms. Fong said she wanted staff to schedule an informational meeting in an open setting at the Community Center in March.

Ms. Fong asked Mr. Kurtz to proceed with communications with SFWMD and for him to advise them that Pine Tree only wanted to have an open dialogue with them and nothing else.

At this point in the meeting, all the Board members agreed to have an informational meeting in March for the residents at the Wellington Community.

Mr. Deering said he would like a review before Mr. Kurtz pursued past assessments not paid by the Village of Wellington. He indicated the importance of the informational meeting in order for the community to review the options available for them.
Ms. Fong said her term on the Board would end in April and being on the Board for another term was not an option for her.

ii. Turnover Timeline

This item was discussed during the Attorney's Report, a. Updates, i. Management Company Proposals.

iii. Request for Quote

This item was discussed during the Attorney's Report, a. Updates, i. Management Company Proposals.

VI. Other Business

At this point in the meeting, Ms. Fong opened the floor for public comment.

Public Comments

Leland Wright - Rustic Ranches – Mr. Wright explained when the District annexed into the Village of Wellington, the gas tax money was signed over for road usage and the Village of Wellington was not handling the roads free of charge.

Mr. Wright stated that the issue that Mr. Kurtz had raised regarding SFWMD would be discussed by the State of Florida Legislature who would be making a decision regarding payments due to the 298 Districts. There was no need for the attorney to research and have communications with SFWMD regarding the issue but rather should wait for the legislature to make a decision.

Mr. Kurtz stated that he was not aware of a formal bill pending to address the issue. Mr. Higgins added that currently there was no proposed legislation regarding the issue.

Elizabeth Pigadis, 16198 Rustic Road – Ms. Pigadis said that the legal fees should be billed to the Village of Wellington and the delinquent charges should be added.

Ms. Pigadis explained that the residents only know what is happening in the District by reading the meeting minutes. She noted that the minutes of the last meeting states that in January the landowners were going to be notified if Wellington would remain with the District. Currently, she was hearing from the Board that the separation was moving forward which was against the residents wishes. She asked why Wellington did not advise the residents of the separation beforehand.

Mr. Kurtz said that would be a question that could be.

Chris Wallace, 16330 Hollow Tree Lane – Ms. Wallace said that the Board was not providing Ms. Pigadis with an answer. She stated that she did not have any faith in the current Board and was calling for the immediate resignation of Maria Fong and Travis Deering.

Carol Montgomery, 16451 Norris Road - Ms. Montgomery agreed with Ms. Fong's comment regarding uniting the community in order to obtain their points of view. She asked Mr. Kurtz what the process was for the residents to have more than an opportunity to comment and possibly vote on the District's future by means of having a referendum.

Mr. Kurtz indicated that all of the landowners have a vote and were able to attend the meetings. If the District remains at the current acreage or if SFWMD decides to de-annex, then the local landowners would gain the control of the majority of votes.

Ms. Montgomery asked about the options that the residents would have once Wellington exits the Interlocal Agreement; particularly would the Board select a management company or could the residents have more clout in making future decisions.

Mr. Kurtz explained that the Board could put together an input system and pledge to be guided by the input, but ultimately the Board members would be making the decisions. He noted that the residents could be surveyed and the results could be provided to the Board.

Ms. Montgomery said that she noticed that $30,000 out of the $197,000 in the Cash Fund line item was being dedicated for emergency reserve, which would leave $167,000. She asked if the cash reserve could be frozen and the District's expenses be kept to a minimum in order to obtain time to review the implications if SFWMD de-annexes and for additional future costs.

Mr. Kurtz explained in researching the District's budget, if SFWMD does not make their payment during the current year but the current budgeted expenditures were made, the findings were that at the end of the fiscal year, the District would have approximately $90,000 to $100,000 in the bank. The annual budgeted amount was in the $120,000 range which was a very good reserve of unallocated money. He said that the Board would need to anticipate the expenditures for the future and collect revenues and make appropriate assessments for the upcoming years.

Chris Wallace asked why there were 3 more meetings scheduled in 2017 noting she felt that the April meeting was not necessary. She indicated that a meeting was not necessary for every issue. In response, Ms. Fong said the April meeting would include the selection of the new management company.

Mr. Kurtz stated that the series of meetings may help the Board and the Village Council reach an understanding. If an understanding was not reached, the Board would need someone in place to manage the District as of July 23, 2017 and his suggestion was to prepare to make a decision in April.

Ms. Wallace said in the past the residents have governed themselves and the practice could be done once again.

Mr. Kurtz said that the Board would need to make that decision and all decisions must be done publicly with a quorum.

Mr. Wright suggested a group of two or three residents could serve as the management company. He indicated that there several residents who were qualified to do the following: lawn maintenance; bookkeepers; race promoters; lawyers; bankers; farmers and ranchers; realtors; owners of roofing companies; tree and nursery managers; and building contractors.

Mr. Kurtz noted that prior to the District being added to the Village, its operation setup was what Mr. Wright described which was a solution, and one for the Board to review. He suggested that the residents compile a list of all the committed volunteers and provide a presentation to the Board at the next meeting.

Paulette Venere, 16031 Rustic Road - Ms. Venere said that the Board should arrange for a meeting before the April meeting so that the residents could meet to discuss who would be volunteering their services. Afterwards the Board could select the manner in which the District would be managed.

Ms. Fong agreed with Ms. Venere and noted that she has asked staff to schedule an informational meeting for open discussion in an open setting at the Community Center in March.

VII. Board Comments - None.

VIII. Next Meeting

Ms. Quickel stated the next meeting would be held on Monday, April 17, 2017 at 6:00 p.m.

IX. Adjourn

There being no further business to come before the Board, the meeting was adjourned.

Approved:

_____
Maria Fong, President

_____
Chevelle D. Nubin, Secretary

MINUTES

Pine Tree Water Control District

Informational Meeting

Wellington Community Center
12150 Forest Hill Boulevard
Wellington, FL 33414

Monday, March 27, 2017
6:00 p.m.

The Information Meeting opened at 6:00 p.m. in the Wellington Community Center.

Copies of information on the following topics was provided for those in attendance:

- Road Maintenance
- Engineering Permitting
- Outstanding SFWMD Assessment
- Flying Cow Ranch Drainage
- Management Company Information
- Transition Schedule

The management companies, Special District Services and Munilytics, were invited to attend. Special District Services attended the informational meeting.

Residents discussed information with Attorney, Jeff Kurtz.

District Engineer Robert Higgins was in attendance to answer questions.

The residents discussed various items. There was extensive discussion regarding road maintenance.

The meeting ended at approximately 8:00 p.m.

The next meeting will be held Monday, April 17, 2017 at 6:00 p.m. at Village Hall.

Minutes

Pine Tree Water Control District
Board of Supervisors Meeting

Wellington Village Hall
12300 Forest Hill Blvd.
Wellington, FL 33414

Monday, April 17, 2017
6:00 p.m.

Pursuant to the foregoing notice, a meeting was held of the Pine Tree Water Control District Board of Supervisors on Monday, April 17, 2017 at Wellington Village Hall, 12300 Forest Hill Blvd., Wellington, FL 33414.

Board Supervisors Present: Maria Fong, Board President, Joel Arrieta, Board Supervisor and Travis Deering, Board Supervisor.

I. **Call to Order** – Ms. Fong called the meeting to order at 6:00 p.m.

II. **Pledge of Allegiance** – Ms. Fong led the Pledge of Allegiance.

III. **Consent Agenda**
   a. **Approval of Minutes**
      i. Board of Supervisors Meeting - February 6, 2017
      ii. Board of Supervisors Informational Meeting – March 27, 2017

   b. **Financial Report**
      i. Financial Report
      ii. Warrant List
      iii. Approval of Supervisor Invoices

   c. **Operations Report**

Mr. Kurtz recommended revising the agenda by moving Agenda Item V. Authorize District Management Turnover immediately after the Attorneys Report. He explained he was recommending this move because the Engineer's Report or the Attorney's Report could affect the Board's decision regarding the District Manager Turnover agenda item.

Ms. Fong suggested removing the Minutes for the Board of Supervisors Informational Meeting from the agenda since this was not actually a board meeting.

Mr. Kurtz added that some comments were submitted with respect to the February 6, 2017 Board of Supervisors Meeting Minutes that question the accuracy of a portion of the minutes. He felt that both of the items should be tabled in order to provide staff time to review them. He said he agreed with Ms. Fong that the Informational Meeting was not held as a Board meeting and was not sure if minutes of the meeting were appropriate.

A motion was made by Mr. Arrieta, seconded by Mr. Deering and unanimously passed (3-0) to defer the approval of the Minutes for February 6, 2017 and March 27, 2017 to the following Board meeting.

At this time, Ms. Quickel presented the Financial and Operations Report on the Consent Agenda for approval.

A motion was made by Mr. Arrieta, seconded by Ms. Fong and unanimously passed (3-0) approving the Financial Report and Operations Report on the Consent Agenda.

IV. Budget Amendment

Ms. Quickel introduced the Budget Amendment.

Ms. Acevedo explained the budget amendment was $49,100 which included $19,100 from reserves. She noted the decrease in the expenditure budget was in the amount of $30,000.

Ms. Quickel recommended that two changes be made to the current budget which would equal the $30,000 decrease in the expenditure budget: 1) Swale Mowing - $51,000 – decrease to $41,000; and 2) Drainage Improvements - $20,000 use the entire amount. Ms. Quickel explained that the changes would help to offset the change in revenues due to the loss of the $49,100 due from South Florida's 2016-2017 assessment as well as increasing the reserve transfer.

Further discussion ensued amongst the board about the SFWMD payment and other special district assessments.

Ms. Quickel referred to page 4 of the financial reports - Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance – Budget to Actual, March 31, 2017 and answered the board's questions regarding the swale mowing.

A motion was made by Ms. Fong, seconded by Mr. Deering and unanimously passed (3-0) approving the Budget Amendment.

~~V. Authorize District Management Turnover~~ – This item was heard after the Attorney's Report as Agenda Item VII.

V. ~~VI.~~ Engineer's Report
a. Permit Approval

Ms. Quickel introduced the Engineer's Report.

Mr. Higgins stated he was working with Mr. Murray's crossing which was a bridge. He explained the plan was recently revised and the permit indicates the request of a culvert crossing similar to the culvert crossing that PTWCD placed at Skipiks Way. He stated the crossing would be a private crossing and Mr. Murray would be responsible for posting signs. Mr. Higgins said the revised the draft permit was completed and his recommendation was for the Board to approve the permit. He also addressed the questions from the board regarding capacity, culverts and the size of pipes.

Mr. Kurtz asked Mr. Murray to come to the podium to answer questions from the Board.

A motion was made by Mr. Arrieta, seconded by Mr. Deering and unanimously passed (3-0) approving Permit No. 17-01 Culvert Crossing.

Mr. Higgins indicated that Mr. Murray would be reimbursing the PTWCD for the time spent for reviewing and preparing the permit.

The Board expressed their thanks to Mr. Murray.

VI. ~~VII.~~ Attorney's Report

Mr. Kurtz explained there were three services that Wellington was providing through the Interlocal Agreement during the current year: Swale Mowing and Canal Mowing, Canal and Weed Control and Roadway Servicing and Maintenance Within the Rustic Ranches Area. He also discussed gas taxes and the maintenance of roads.

Ms. Quickel stated, for clarification purposes, that both of the vendors were willing to enter into a contract with PTWCD directly with the same terms if PTWCD wishes to move forward with the contract.

Mr. Kurtz and the board referenced a newspaper article and the initial discussion of the termination of the agreement.

At this point, the portion of the video of the October 24, 2016 Agenda Review meeting was shown. Afterwards, there was board consensus for Mr. Kurtz to draft a letter to the Village Council and to request a joint workshop.

Leland Wright - Rustic Ranches. Mr. Wright voiced his opinions regarding the Interlocal Agreement.

The board reiterated their concern with the newspaper article and continued discussion of the road maintenance and the gas tax.

VII. Authorize District Management Turnover

Mr. Kurtz introduced the item.

He directed the Board to the PTWCD Transition Schedule, proposal from Special District Services and proposals from the local residents, Pine Tree Management Group. The board provided comments, suggestions and concerns regarding the RFP and the proposals. Representatives for each proposal were present and answered the board's questions.

The board asked about the usage of Council Chambers and the audible recordings of the meetings. Mr. Kurtz said the board needed to discuss with Wellington which services they would be willing to offer the district and he would include the request in the letter.

Mr. Deering asked for the date of the following meeting in order for the Pine Tree Management Group to prepare their updated presentation to the Board. Ms. Quickel said the next meeting would be held on June 19th.

Mr. Kurtz said Wellington would provide the Board with the RFP document that was submitted. Ms. Quickel said the information requested was part of the agenda packet that was provided for the prior meeting. She said that staff would re-send the information to the Board.

The Board agreed to follow the procedure delineated by Mr. Kurtz for the upcoming RFP and Ms. Fong was appointed as the designee.

VIII. Other Business

None.

IX. Board Comments

Mr. Arrieta said Board members were sworn in and have an obligation to protect the 298 District and that they were asking questions in order to protect the community and not to push back.

Mr. Deering said there were many properties that were completely overgrown over the drainage ditches or swales especially on Deer Path Lane and could be impeding the water flow. Ms. Quickel explained, as noted in the policy, Wellington Code Enforcement would address the issue. Mr. Deering said he could meet with the officer. Ms. Quickel noted the policy states if the resident does not address the issue, the issue then comes back to the Board for direction.

Ms. Fong asked if anyone had any additional comments.

X. Next Meeting:
Monday, June 19, 2017 at 6:00 p.m. (Annual Landowners Meeting /TRIM)

XI. Adjourn
Meeting was adjourned at 7:16 p.m.

Approved:

_____
Maria Fong, President

_____
Chevelle D. Nubin, Board Secretary

FINANCIAL REPORT

PINE TREE WATER CONTROL DISTRICT

STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
MAY 31, 2017

	Special Revenue Fund
ASSETS	
Cash	$ 203,700
Due from other governments	-
Total assets	$ 203,700
LIABILITIES AND FUND BALANCE	
Liabilities:	
Accounts payable	$ 2,890
Due to other governments	18,176
Total liabilities	21,066
Fund balance:	
Reserved for emergency	30,000
Unreserved	152,634
Total fund balance	182,634
Total liabilities and fund balance	$ 203,700

PINE TREE WATER CONTROL DISTRICT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

EIGHT MONTHS ENDED MAY 31, 2017

	Special Revenue Fund
Revenues:	
Non-ad valorem assessments[1]	$ 51,104
Investment income	761
Total revenues	51,865
Expenditures:	
Current:	
Canal weed control	10,737
Swale Mowing	15,596
Meeting Expense	500
Engineering & Legal	3,360
Administration	15,932
Total expenditures	46,125
Excess of revenues over expenditures	5,740
Fund balance/Net position, beginning of year	176,894
Fund balance/Net position, end of period	$ 182,634

[1]Represents portion of annual assessment collected during 8 months ended 5/31/17. Annual assessment of ; $25.00 on 223.03 units and $85.00 on 638.92 units.

PINE TREE WATER CONTROL DISTRICT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET TO ACTUAL
EIGHT MONTHS ENDED MAY 31, 2017

	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Non-ad valorem assessments	$ 103,590	$ 54,490	$ 51,104	$ (3,386)
Investment income	-	-	761	761
Total revenues	103,590	54,490	51,865	(2,625)
Expenditures:				
Current:				
Canal weed control	15,500	15,500	10,737	4,763
Drainage	20,000	-	-	-
Swale Mowing	51,000	41,000	15,596	25,404
Meeting Expense	500	500	500	-
Engineering & Legal	10,000	10,000	3,360	6,640
Administration	22,800	22,800	15,932	6,868
Total physical environment expenditures	119,800	89,800	46,125	43,675
Excess (deficiency) of revenues over expenditures	(16,210)	(35,310)	5,740	41,050
Fund balance, beginning of year	176,894	176,894	176,894	-
Fund balance, end of period	$ 160,684	$ 141,584	$ 182,634	$ 41,050

PINE TREE WATER CONTROL DISTRICT
EXPENDITURE LIST
FY17- APRIL & MAY

Vendor Name	Check Number	Amount
Maria Fong	4183	50.00
Travis Deering	458106	50.00
Higgins Engineering (January - March)	4184	1,500.00
Wellington Pro Lawn (April)	4238	3,449.08
Tax Collector, Palm Beach County	458015	87.55
Tax Collector, Palm Beach County	458060	8.00
Grau & Associates (Auditor)	458419	5,000.00
Tax Collector, Palm Beach County	to be paid	150.00
		10,294.63

PURCHASING CARD TRANSACTIONS

Vendor Name		Amount
Clarke Aquatic (March)		1,370.22
Clarke Aquatic (April)		1,370.22
Clarke Aquatic (May)		1,370.22
		4,110.66

OTHER FEES

Vendor Name		Amount
Bank of America		165.58
Administrative Fee (April & May)		2,584.00
		2,749.58

GRAND TOTAL **$ 17,154.87**

Board Member Maria Fong

Invoice to: Pine Tree Water Control District

Invoice for: Pine Tree WCD Meetings Attended

Meeting Date	Amount Due	
6/19/2017		$50.00
Total Due	**$**	**50.00**

Board Member Travis Deering

Invoice to: Pine Tree Water Control District

Invoice for: Pine Tree WCD Meetings Attended

Meeting Date	Amount Due	
6/19/2017		$50.00
Total Due	**$**	**50.00**

OPERATIONS

REPORT

WELLINGTON

A Great Hometown...
Let Us Show You!

MEMORANDUM

DATE:	JUNE 6, 2017
TO:	PINE TREE BOARD OF SUPERVISORS
FROM:	BILL CONERLY, PUBLIC WORKS DEPUTY DIRECTOR
CC:	TANYA QUICKEL, DISTRICT MANAGER
RE:	OPERATIONS REPORT

Roads

Roads continue to be graded and maintained on a regular schedule as follows:

Dragged: April 10th, 17th and 24th, May 1st, 8th, 15th, 22nd and 30th and June 5th.

Graded: All roads graded on April 6th and April 21st and all roads graded except for Norris on April 13th. On May 4th Hollow Tree and Rustic were graded and all roads were graded on May 25th.

All roads checked April 27th, May 18th and June 1st.

Canals

Aquatic Weed Treatment report for Rustic Ranches is as follows:

4/07/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

4/13/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

4/18/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

4/25/2017 Inspected C-F(5), C-H(5), C-K(N), C-T(N), and C-T(S) and Treatment C-I(S)

5/05/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

5/10/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

5/18/2017 Inspected C-F(5), C-H(5), C-K(N), C-I(S), C-T(N), and C-T(S)

5/24/2017 Inspected C-F(5), C-H(5), C-K(N), C-T(N), and C-T(S) and Treatment C-I(S)

Rainfall data for April and May 2017 is attached for review and information.

Where applicable, contractor will utilize a boat to minimize the possibility of overspray. Please note that certain circumstances (access points) can be problematic and limit the use of the boat and its effectiveness.

Landscape Maintenance

- Canal Tops were no (0) cuts in March and a cut on April 5, 2017.
- Canal Slopes – were cut on April 3rd (North and Center Canals) and April 4th (Middle Canal).
- Swales were cut on April 4th.

Please note that mowing schedules may be adjusted due to weather conditions.

Solid Waste

- All routes are on schedule
- Route monitoring continues and is completed on a weekly basis each Wednesday

Mosquito Control

Spraying (truck fogging) was completed on April 3rd, 10th, 17th & 24th and May 1st, 8th, 22nd, and 29th.

Rainfall Data APRIL 2017

Date APRIL	Pump Station #7 Flying Cow Rd & Southern Blvd	Structure 40 Flying Cow Rd.
APRIL 2017		
1		
2		
3		
4		
5		
6		
7		
8		
9	0.01	
10		
11		
12	0.13	0.09
13		
14	0.01	
15		
16		0.01
17		
18		
19	0.06	0.02
20		
21		
22		
23	3.11	3.64
24		0.01
25		
26		
27		
28		
29		
30		0.02
31		
Totals	3.32	3.79

Rainfall Data MAY 2017

Date	Pump Station #7 Flying Cow Rd & Southern Blvd	Structure 40 Flying Cow Rd.
MAY 2017		
1	0.15	0.05
2	0.69	1.53
3		
4	0.32	0.23
5	0.43	0.79
6	0.03	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	0.01	
18		0.05
19	0.01	0.31
20	0.01	
21		
22	0.01	
23		0.1
24	0.76	
25	1.17	0.95
26		
27		
28		
29		
30		
31		
Totals	3.59	4.01

IV.

ANNUAL AUDIT PRESENTATION

PINE TREE
WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2016

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Pine Tree Water Control District
Palm Beach County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of Pine Tree Water Control District, Palm Beach County, Florida ("District") as of and for the fiscal year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District as of September 30, 2016, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 8 to the basic financial statements, subsequent to year end the District will lose 45% of its assessment revenue due to South Florida Water Management District no longer paying assessments to Districts created under FL Statute 298. It is unclear how the District plans on remediating the significant decrease in revenue.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 5, 2017, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 5, 2017, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Grau & Associates

June 5, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Pine Tree Water Control District, Palm Beach County, Florida's ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2016. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a total net position balance of $199,502.

- The change in the District's total net position in comparison with the prior fiscal year was $6,254, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial statement analysis section.

- At September 30, 2016, the District's governmental fund reported ending fund balances of $176,893, an increase of $10,776 in comparison with the prior fiscal year. A portion of the fund balance is assigned to subsequent year expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.

- During fiscal year 2016, the District implemented Governmental Accounting Standards Board ("GASB") Statement No. 72, *Fair Value Measurement and Application,* GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* and GASB Statement No. 79, *Certain External Investment Pools and Pool Participants.* Please see New Accounting Standards Adopted in Note 2 of the financial statements for additional information.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government and maintenance functions for water control activities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District currently maintains one governmental fund for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance for the special revenue fund, which is a major fund.

The District adopts an annual appropriated budget for its special revenue fund. A budgetary comparison schedule has been provided for the special revenue fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position were as follows:

NET POSITION
SEPTEMBER 30,

	2016	2015
Current assets	$ 191,645	$ 189,463
Capital assets, net of depreciation	22,609	27,131
Total assets	214,254	216,594
Current liabilities	14,752	23,346
Total liabilities	14,752	23,346
Net position		
Investment in capital assets	22,609	27,131
Unrestricted	176,893	166,117
Total net position	$ 199,502	$ 193,248

A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

FINANCIAL ANALYSIS OF GOVERNMENT-WIDE INFORMATION (Continued)

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2016	2015
Revenues:		
Program revenues	$ 105,510	$ 104,424
General revenues	586	90
Total revenues	106,096	104,514
Expenses:		
General government	30,483	38,656
Physical environment	69,359	67,331
Total expenses	99,842	105,987
Change in net position	6,254	(1,473)
Net position - beginning	193,248	194,721
Net position - ending	$ 199,502	$ 193,248

As noted above and in the statement of statement of activities, the cost of all governmental activities during the fiscal years ended September 30, 2016 was $99,842. Program revenues are comprised primarily of assessments and did not change significantly from the prior year. Further, expenses also did not significantly change from the prior year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual special revenue fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2016.

The variance between budgeted and actual revenues for the current fiscal year is not considered significant. The actual special revenue fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS

At September 30, 2016, the District had $45,219 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of $22,610 has been taken, which resulted in a net book value of $22,609. More detailed information about the District's capital assets is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEARS BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

As mentioned in the notes to the financial statement, the District will be losing 45% of its revenue in the subsequent year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the District Administrator at Pine Tree Water Control District, 12300 Forest Hill Boulevard, Wellington, FL 33414.

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

	Governmental Activities
ASSETS	
Cash	$ 190,256
Due from other government	1,389
Capital assets:	
Depreciable, net	22,609
Total assets	214,254
LIABILITIES	
Accounts payable and accrued liabilities	14,752
Total liabilities	14,752
NET POSITION	
Investment in capital assets	22,609
Unrestricted	176,893
Total net position	$ 199,502

See notes to the financial statements

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

Functions/Programs	Expenses	Program Revenues: Charges for Services	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:			
Governmental activities:			
General government	$ 30,483	$ 30,483	$ -
Physical environment	69,359	75,027	5,668
Total governmental activities	99,842	105,510	5,668
General revenues:			
Unrestricted investment earnings			586
Total general revenues			586
Change in net position			6,254
Net position - beginning			193,248
Net position - ending			$ 199,502

See notes to the financial statements

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUND
SEPTEMBER 30, 2016

	Major Fund Special Revenue Fund	Total Governmental Fund
ASSETS		
Cash	$ 190,256	$ 190,256
Due from other government	1,389	1,389
Total assets	$ 191,645	$ 191,645
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable and accrued liabilities	$ 14,752	$ 14,752
Total liabilities	14,752	14,752
Fund balance:		
Assigned to:		
Subsequent year expenditures	16,210	16,210
Unassigned	160,683	160,683
Total fund balance	176,893	176,893
Total liabilities and fund balance	$ 191,645	$ 191,645

See notes to the financial statements

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUND
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

Fund balance - governmental fund		$ 176,893
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental fund financial statements. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	45,219	
Accumulated depreciation	(22,610)	22,609
Net position of governmental activities		$ 199,502

See notes to the financial statements

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Major Fund	Total
	Special Revenue Fund	Governmental Fund
REVENUES		
Assessments	$ 105,510	$ 105,510
Interest income	586	586
Total revenues	106,096	106,096
EXPENDITURES		
Current:		
General government	30,483	30,483
Physical environment	64,837	64,837
Total expenditures	95,320	95,320
Excess (deficiency) of revenues over (under) expenditures	10,776	10,776
Fund balance - beginning	166,117	166,117
Fund balance - ending	$ 176,893	$ 176,893

See notes to the financial statements

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUND TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

Net change in fund balances - total governmental fund	$	10,776
Amounts reported for governmental activities in the statement of activities are different because:		
Depreciation of capital assets is not recognized in the governmental fund statements but is recorded as an expense in the statement of activities.		(4,522)
Change in net position of governmental activities	$	6,254

See notes to the financial statements

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)
Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments
Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

Special Revenue Fund
The special revenue fund is the primary operating fund of the District and is used to account for all its financial resources.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

New Accounting Standards Adopted
During fiscal year 2016, the District adopted three new accounting standards as follows:

GASB 72, *Fair Value Measurement and Application*
The Statement improves financial reporting by clarifying the definition of fair value for financial reporting purposes, establishing general principles for measuring fair value, providing additional fair value application guidance, and enhancing disclosures about fair value measurements. These improvements are based in part on the concepts and definitions established in Concepts Statement No. 6, *Measurement of Elements of Financial Statements,* and other relevant literature.

GASB 76 - *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*
The Statement identifies—in the context of the current governmental financial reporting environment—the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with generally accepted accounting principles (GAAP) and the framework for selecting those principles.

GASB 79 - *Certain External Investment Pools and Pool Participants*
This Statement establishes accounting and financial reporting standards for qualifying external investment pools that elect to measure for financial reporting purposes all of their investments at amortized cost. This Statement also establishes accounting and financial reporting standards for state and local governments that participate in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost.

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Pine Tree Water Control District ("District") was incorporated in 1974 pursuant to Chapter 298, Florida Statutes. The Act provides, among other things, the power to levy and assess ad valorem and benefit taxes and special assessments for the financing and maintenance of improvements. The District was created for the purpose of reclaiming the lands within its boundaries for water control and water supply purposes, and to protect the land from the effects of water by means of the construction and maintenance of a surface water management system. The District's boundaries include approximately 4,622 taxable acres within Palm Beach County.

The District is governed by the Board of Supervisors ("Board"), which is composed of three members. The Board members are elected by the landowners of the District.

The Board has the responsibility for:
1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues.*

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets
These assets represent cash and investments set aside pursuant to third party restrictions.

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items
Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $1,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue
Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources
Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the governmental fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

Fund Equity/Net Position
In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the special revenue fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain public comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 - DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2016 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, being depreciated				
Infrastructure	$ 45,219	$ -	$ -	$ 45,219
Total capital assets, being depreciated	45,219	-	-	45,219
Less accumulated depreciation for:				
Infrastructure	(18,088)	(4,522)	-	(22,610)
Total accumulated depreciation	(18,088)	(4,522)	-	(22,610)
Total capital assets, being depreciated, net	27,131	(4,522)	-	22,609
Governmental activities capital assets, net	$ 27,131	$ (4,522)	$ -	$ 22,609

Depreciation expense was charged to the physical environment function/program.

NOTE 6 – INTERLOCAL AGREEMENT

All the lands within the District are within the incorporated boundaries of the Village of Wellington (the "Village"). The District and the Village have executed an interlocal agreement under which the Village provides the administration and operation of the District. During the current year, the District incurred administrative fees of $15,500 relating to this agreement.

Subsequent to year end, the agreement between the Village and the District was terminated. The District has not yet selected the new management company to perform the administrative functions previously performed by the Village.

NOTE 7 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has not obtained commercial insurance to mitigate the costs of these risks.

NOTE 8 – SUBSEQUENT EVENTS

District Assessments
South Florida Water Management District ("SFWMD") elected to no longer pay assessments in Districts created under FL Statute 298 starting in FY2017 (October 1, 2016 – September 30, 2017). In FY2016, SFWMD paid approximately 45% or $49,000 of the non-ad valorem assessments in the District. The District is in the process of finding alternatives for making up the revenue shortfall.

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	$ 103,590	$ 105,510	$ 1,920
Interest income	-	586	586
Total revenues	103,590	106,096	2,506
EXPENDITURES			
Current:			
General government	33,300	30,483	2,817
Physical environment	86,500	64,837	21,663
Total expenditures	119,800	95,320	24,480
Excess (deficiency) of revenues over (under) expenditures	(16,210)	10,776	26,986
OTHER FINANCING SOURCES			
Use of fund balance	16,210	-	(16,210)
Total other financing sources (uses)	16,210	-	(16,210)
Net change in fund balance	$ -	10,776	$ 10,776
Fund balance - beginning		166,117	
Fund balance - ending		$ 176,893	

See notes to required supplementary information

PINE TREE WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the special revenue fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual special revenue fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2016.

The variance between budgeted and actual revenues for the current fiscal year is not considered significant. The actual special revenue fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Pine Tree Water Control District
Palm Beach County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Pine Tree Water Control District, Palm Beach County, Florida ("District") as of and for the fiscal year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 5, 2017, which includes an emphasis of matter paragraph.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brown & Associates

June 5, 2017

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Pine Tree Water Control District
Palm Beach County, Florida

We have examined Pine Tree Water Control District, Palm Beach County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2016. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2016.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Pine Tree Water Control District, Palm Beach County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 5, 2017

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Pine Tree Water Control District
Palm Beach County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Pine Tree Water Control District, Palm Beach County, Florida ("District") as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated June 5, 2017, which includes an emphasis of matter paragraph.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards,* Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 5, 2017, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. **Current year findings and recommendations.**
II. **Status of prior year findings and recommendations.**
III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Pine Tree Water Control District, Palm Beach County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Pine Tree Water Control District, Palm Beach County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 5, 2017

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2015.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2016.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2016.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2016 financial audit report.

6. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

7. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2016. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

V.

PROPOSED 2017/2018 BUDGET

PINE TREE WATER CONTROL DISTRICT
PROPOSED BUDGET FOR FY 2018

	PROPOSED FY 2018 BUDGET			AMENDED FY 2017 BUDGET			Change
	Units	Assessment	Total	Units	Assessment	Total	
REVENUES							
Rustic Ranch Assessment (PAM)	638.92	$197	$ 125,870	638.92	$85.00	$ 54,310	$ 71,560
Agricultural Assessment (PBM)	223.03	$47	$ 10,480	223.03	$25.00	5,580	$ 4,900
Water Management (PCM)	2,805.45	$11	$ 30,860				$ 30,860
Less collection allowance (5%)			(8,400)			(5,400)	$ (3,000)
Use of Reserves			8,390			35,310	$ (26,920)
Total Revenues	3,667.40		**$ 167,200**	861.96		**$ 89,800**	**$ 77,400**
EXPENDITURES							
Canal weed control & testing (1)			$ 18,700			$ 15,500	$ 3,200
Road maintenance			42,000			-	$ 42,000
Swale mowing (2)			41,400			41,000	$ 400
Other			31,000				$ 31,000
Supervisor meeting fees			600			500	$ 100
Engineering			6,000			10,000	$ (4,000)
Legal (3)			8,000			-	$ 8,000
Printing & Advertising			1,550			1,550	$ -
Dues			200			200	$ -
Banking Charges			500			400	$ 100
Audit			5,000			5,000	$ -
Misc Fees (postage & ad valorem prep)			250			150	$ 100
Administrative cost			12,000			15,500	$ (3,500)
Total Operating Expenditures			**$ 167,200**			**$ 89,800**	**$ 77,400**

Administrative Cost Detail (Wellington)

Staff Expense Allocation	$ 15,500	3,875/Qtr
Audit	5,000	
Printing & Advertising	1,550	
Dues	200	
Banking Services & Misc	400	
Other Misc.	150	
	$ 22,800	

(1) Current monthly cost of $1370 *7.5% increase per contract= $17,700 + water testing $1000

(2) Canal banks $336, slopes $1400, roadways/trails $1800 (used contract amount)

(3) Legal fees have not been billed since September 27, 2016 which covered the period June 13, 2013 through September 26, 2016 and totaled $23,950.

VI.

RESOLUTION NO. PT2017-02

RESOLUTION NO. PT2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PINE TREE WATER CONTROL DISTRICT ADOPTING THE DISTRICT'S PRELIMINARY NON-AD VALOREM ASSESSMENT RATE FOR TRUTH-IN-MILLAGE ("TRIM") PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 298 of Florida Statutes, provides that the Board of Supervisors of the Pine Tree Water Control District shall consider and adopt an annual budget for the District; and

WHEREAS, Chapter 298 of Florida Statutes, provides that the Board of Supervisors shall adopt non-ad valorem assessments upon designated lands lying within the jurisdictional boundaries of the District for purposes of TRIM.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PINE TREE WATER CONTROL DISTRICT, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Preliminary Non-Ad Valorem Assessment Rates per computed acre depending on the Unit, for Pine Tree Water Control District for purposes of TRIM for the Fiscal Year 2017/2018 are hereby adopted as follows:

Rustic Ranches (PAM)	$197.00
Agricultural (PBM)	$ 47.00
Water Management (PCM)	$ 11.00

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of June, 2017.

ATTEST:

BY:_____
Chevelle D. Nubin, Board Secretary

PINE TREE WATER CONTROL DISTRICT

BY:_____
Maria Fong, President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Jeffrey S. Kurtz, Board Attorney

VII.

AUTHORIZE DISTRICT MANAGEMENT TURNOVER

SELECTION OF MANAGEMENT

BID

TABULATION

Pine Tree Water Control District Management Services		Stuart's ASAP Property Management	Special District Services	Flying Cow Management Co.
ITEM #	ITEM	TOTAL	TOTAL	TOTAL
1	MANAGEMENT SERVICES	$ 19,500.00	$ 24,000.00	$ 11,800.00
2	FINANCIAL SERVICES/AUDITOR	$ 5,000.00	Included	Included
3	FINANCIAL ADVISOR	Included	Included	Included
4	COLLECTION AGENT	Included	Included	Included
5	ASSESSMENT ROLL	Included	$ 3,000.00	Included
6	COMPUTER SERVICES	Included	Included	Included
7	OPERATIONAL SERVICES (Mowing Contract, Aquatic Weed Contract, Roadway Maintenance Contract)	Included	Included	Included
8	EXPENSE REIMBURSEMENT	Additional as Incurred	Additional as Incurred	As approved by Board in advance
	GRAND TOTAL ITEMS	$ 24,500.00	$ 27,000.00	$ 11,800.00

SPECIAL DISTRICT SERVICES, INC.

Pine Tree Water Control District

MANAGEMENT PROPOSAL

December 15, 2016

December 15, 2016

Angie Adorno
Pine Tree Water Control District
aadorno@wellingtonfl.gov

Re: Pine Tree Water Control District

Dear Ms. Adorno:

Thank you for the opportunity to present our proposal to serve as District Manager for the Pine Tree Water Control District. Special District Services, Inc. (SDS) offers the expertise and knowledge to serve as your District Manager from our offices in Palm Beach Gardens, Miami Lakes, and Miami.

SDS curently manages 80 special districts in Florida with twenty employees who are specialists in their respective fields of management, finance and administration. We are confident that we can offer you a seamless transition.

On the following pages you will see the benefits that Special District Services, Inc. can provide and how we separate ourselves. Should you have any questions, visit our website at www.sdsinc.org or call us toll free at 877-SDS-4922, or at 561-630-4922. We look forward to the opportunity to serve the Pine Tree Water Control District.

Sincerely,

Todd Wodraska
President
Special District Services, Inc.

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About Special District Services

Special District Services, Inc., was founded in 1993 by Peter L. Pimentel and Robert D. Norris to provide contract management services to special districts. They recognized that public/private partnerships in the form of special taxing districts are an essential ingredient for the successful delivery of public infrastructure in the State of Florida. SDS offers its clients access to its team of professionals dedicated to management at a substantial savings over full-time employees.

SDS has grown its business with more than 75 special districts under management, more than $35 million in operating budgets, and over $1.24 billion in debt service to administer. Our staff complement of 20 full-time employees offers six District Managers, and full-service finance and administrative departments that can handle the needs of any special district. We have offices in Palm Beach Gardens, Miami Lakes, Kendall and Bonita Springs.

SDS has established a reputation in the state as one of the premier management firms that can offer unique solutions for infrastructure improvements.



SDS Organization

The SDS organizational structure is designed to provide the most effective and efficient service for the Districts we manage.

At the top of any organizational structure is the District's Governing Board, typically a Board of Supervisors. The Board's role is to set policies, adopt rules, procedures, fees, assessments, designed to address the needs of the District. Our commitment to the Board is not only to ensure all necessary and required duties are met, but also to ensure that Board members are fully supported and informed of their responsibilities.

Each district is assigned a District Manager who is the point person and is tasked with the responsibility of implementing Board directives as efficiently as possible. The District Manager is responsible for the administration of the District and participates at District Board meetings, coordination meetings with various staff, in-house and contracted attorneys and financial consultants, regulatory agencies, vendors, tenants and other persons or entities. The District Manager directs the day-to-day administrative functions of the District.

The day-to-day accounting and ministerial tasks of the District are performed in the SDS office. The office is staffed with a highly qualified compliment of employees that are knowledgeable in District affairs and experienced in all aspects of District administration and accounting, including record keeping and records retention.



Management Approach

The management of any special district requires the work of a team.

Administration

The administration of any District requires compliance with the legislation that created the District. SDS is well versed in all Florida Statutes that touch special districts, especially Chapters 163, 170, 189, 197, 198, 298, and 418. We also stay abreast of any legislative changes that have been made or more importantly on the horizon.

Administration is handled primarily from our headquarters in Palm Beach Gardens but one of our District Managers is assigned to be the point person for each district. Our team of administration handles all of the pre and post-meeting work to ensure compliance and a well-run meeting. Additionally, anyone who calls our office during office hours will be greeted by a receptionist who will direct the call to the appropriate person to provide a personal touch.

Financial Accounting and Budgeting

SDS prepares annual budgets and is responsible for keeping the financial and other records necessary for the administration and operation of the District and otherwise required by law. SDS also performs all accounting functions of the District and administers the assessment programs, both capital and operational.

We also coordinate the annual independent audit to ensure compliance. All of the checks that come from our office require two signatures and appropriate backup material to withstand the scrutiny of an audit.





Financing (Bonding or Loans)

SDS personnel have extensive experience in the financing of Special Districts. Accordingly, SDS assists the District's financing team as necessary with the analysis of the financing options, preparation of the methodology reports necessary for the proper allocation of assessments to the benefited properties, validation of the bonds and testifying as an expert witness during the validation hearing(s), and working with the Trustee(s) on the distribution of funds for the various projects.

Operations

When required, SDS manages the day-to-day operational activities of the District. This activity includes, but is not limited to, preparation of bid documents and specifications for services, management of the competitive bidding process, overseeing contractor performance and management of District personnel (if any).

Executive Management

Todd Wodraska, President



Mr. Wodraska joined SDS in 2005 as a District Manager and now serves as the President of the firm. His prior experience includes six years on Wall Street selling and trading taxable bonds at Smith Barney and William R. Hough & Co. In addition, he was the Chief Financial Officer for Emerge Consulting in West Palm Beach, where he served as a consultant on the Comprehensive Everglades Restoration Plan program management team at the South Florida Water Management District.

Todd is a Florida State University graduate and received his Masters in Business Administration from the Jesse H. Jones Graduate School of Management at Rice University. In 2004 he was elected to the Jupiter Town Council and also serves as a Commissioner for the Town of Jupiter's Community Redevelopment Agency. He is a Board Member for the Florida League of Cities and the Association of Special Districts. He is a Past President of the Palm Beach County League of Cities and a graduate of Leadership Florida Class 31.

Peter L. Pimentel, Founder

Mr. Pimentel has many years of experience with government and, more importantly, special districts. From 1979 to 2003, he was the Executive Director of Northern Palm Beach County Improvement District and has been responsible for more than $300,000,000 in public financing for development in Northern Palm Beach County. Pete has been instrumental in the passage of special district laws and continues to work with the Florida Association of Special Districts in this regard. His public financing experience was instrumental in securing financing for Loxahatchee River Environmental Control District (ENCON) for a regional wastewater collection, treatment and disposal system during his tenure with that agency. Pete is considered one of the pioneers of special districts in Florida.



District Managers

Kathleen M. Dailey



Ms. Dailey joined SDS in 2015 to manage the expanding Southwest Florida District. With over 27 years experience in municipal operations, Ms. Dailey has held City Manager and Deputy City Manager positions with full-service communities throughout the state of Florida varying in demographics, size and budgets. Her background includes working with the southwest Florida cities of Venice and Punta Gorda, the southeast cities of Boca Raton, Ocean Ridge, Highland Beach and Oakland Park, and the central Florida city of Kissimmee. Of note, her tenure with the City of Punta Gorda was following the devastation of Hurricane Charley, where she was an integral part of a community having to rebuild - including planning, community outreach and building consensus with diverse groups and competing interests in recovery strategies. Specializing in Human Resources, Labor Negotiations, Citizen Collaboration, Public Relations and Communications, Ms. Dailey brings an approachable and trusted leadership style that is responsive to our growing districts and the Boards governing those districts.

A native of Ohio, Ms. Dailey received her B. A. in Communications and M. A. in Public Administration from Bowing Green State University in Bowling Green, Ohio. She is also trained in the Dale Carnegie Leadership methods and in National Incident Emergency Management (NIMS). She is an active member of the International City/County Management Association (ICMA), the Florida City/County Management Association (FCCMA), a graduate of Leadership programs in Sarasota, Boca Raton and Charlotte County and former president of South Sarasota County United Way.



Jason Pierman

Mr. Pierman joined SDS in 2006, having returned to South Florida from Columbus, Ohio, where he worked for BISYS Fund Services, Inc. During Mr. Pierman's time in the mutual fund servicing industry, he worked as an Instructional Designer and then Manager of a multi-client call center. He brings a well-rounded skill set to the company with his background in media and finance, having experience in project management, customer service, client relations, crisis management, policy writing and technical instruction.

Jason is a graduate of Denison University with a BA in Media Technology and Arts. He utilizes this skill set in overseeing SDS' technical services and marketing initiatives. Jason also serves on The Benjamin School Alumni Council and is a member of the Board of Directors of The Friends of the Gale Academy of Environmental Science and Technology at Forest Hill Community High School.

District Managers

Neil Kalin



Educated in Canada and receiving a BSc Degree in Agronomy (Honors Microbiology) from the University of Guelph. Shortly after his graduation in 1974 Neil moved to the Sunshine State. His career path led him into Land Development and Golf Course Construction/ Management, a field that he worked in for nineteen years. From 1993 until 2006 he held the position of District Director at South Broward Drainage District in southwest Broward County. Here he was in charge of managing the water resources in an area of 73 square miles that experienced extreme urban growth and development.

Through his tenure at the district he was responsible for several storm water special assessment projects initiated to provide enhanced flood protection and water management to the residents of the district. At the time of his departure from South Broward Drainage District the population in the District had reached approximately 250,000. Neil, who prides himself on being adaptable, motivated and an effective problem solver brings to the firm as a professional a strong administrative, project and government management background.

Gloria Perez

Mrs. Perez joined the team at Special District Services, Inc. in 2014, opening an office located in West Kendall. Mrs. Perez has extensive experience in Property Management, Construction Development and Business Development in South Florida. Her career started in Property Management where she acquired her Florida State Community Association Managers License in 1995 (currently active) and worked with several local Homeowner and Condominium Associations. She then merged into the Construction industry by way of Miller and Solomon were she was a Project Coordinator; ultimately owning her own construction company, Champ Construction Group, Inc., successfully for over 16 years as President. Later in her career she specialized in Business Development and also served as Regional Manager for a Fortune 500 Company, Kelly Services.



Mrs. Perez attended Florida National College for Intro to Law, Florida Atlantic University for Construction Management and Miami-Dade College for Certifications. She is fluent in both English and Spanish. Mrs. Perez is a proud and active member of the Miami Community where she was raised. She continues to expand her networking relationships within South Florida through Special District Services, Inc. Mrs. Perez is honored and enthusiastic about being a part of the SDS team and is working toward establishing and expanding business in Miami-Dade.

District Managers



Richard Ellington

Mr. Ellington practiced law in Palm Beach County for nearly 30 years prior to joining SDS in 2005. During the time he practiced law, he served as the County Attorney for Palm Beach County before entering private practice where his primary practice areas were public finance, real estate and governmental law. Mr. Ellington has participated in over $1 billion of public debt financings.

Mr. Ellington is a native of South Florida. He holds a B.A. in political science from Mississippi State University and a J.D. from the University of Mississippi School of Law. Mr. Ellington has been very active in the community serving as an Elder and Treasurer of Memorial Presbyterian Church, a founding member of the Past Presidents of Palm Beach County Sports Commission, former member of the Orange Bowl Committee and Vice Chairman of the Super Bowl XXIX and XXXIII Host Committee.

Testimonials

"I have worked with SDS for the past two years. They bring a lot of experience and knowledge to our district, especially in helping us solve some problems with our community lakes. Our manager was involved in building communities like ours so he knows the problems we face and how to solve them. He also has great communication skills, letting us know the status of projects and possible solutions. In fact, we just refinanced our bond issue. He brought it to our attention that it would be beneficial for our district to refinance and helped to set it up. It is saving our community money, which all of our home owners appreciate."

- Harry Barford, Chairman, Verona Walk CDD

"When I became the Utilities Director for St. Lucie West I wanted to find another company to handle our accounts payable, payroll, book keeping, and other accounting needs. We also wanted a better financial reporting system so we could see our financial situation on a month to month basis and make adjustments to our budget quickly if necessary. SDS was very accommodating to our needs and created a specialized expense report so we could track things more easily. During the process of choosing a new firm, SDS shined against the competition because of their long history and experience with managing special districts. We really enjoy working with them and highly recommend their services."

- Dennis Pickle, District Manager, St. Lucie West Services District

"We have had several community managers for Barefoot Bay in recent years. Since we hired SDS to manage our district, the managers have done very well. I appreciate SDS for the amount of work they have done in hiring new managers for us and the immense amount of work they have saved us. When hiring a new manager, they solicit; they screen, and manage the person. They really know what we need. They understand our District and they find the right person for the job."

- Louise Crouse, Former Treasurer, Barefoot Bay Recreation District

SDS Services

Landowner Consultation
SDS personnel have experience in assisting landowners and developers with finance planning, construction phasing and development of projects.

Intergovernmental Coordination
SDS personnel have experience coordinating with local, state and federal agencies for permits and other forms of approvals.

Lobby Service
SDS personnel are registered lobbyists in several counties and cities in Florida.

Risk Assessment
SDS personnel have experience in providing risk assessment analysis during the creation of new districts and on an ongoing basis for existing districts.

Special District Formation
SDS personnel have experience in the formation of special tax districts, including community development districts, special act districts and dependent districts.

Special District Legislation
SDS personnel have experience in drafting petitions and legislation for special districts.

Construction Administration
SDS personnel have experience administering construction contracts and processing payment applications.

Utility Administration
SDS personnel have experience in administering the operation of utility systems, including rates and permitting.

Permitting
SDS personnel have experience in processing permit applications and the coordination necessary for their issuance.

Environmental Mitigation
SDS personnel have experience in environmental mitigation and preservation of natural areas, including restoration and maintenance.

Platting
SDS personnel have experience in the platting of land, specifically with regard to the requirements of special districts.

Public Bidding
SDS personnel have experience in the public bidding requirements for governmental entities, including special districts.

Specifications and Contract Documents
SDS personnel have experience in preparing and reviewing specifications and contract documents for service contractors such as aquatic weed control, mowing, lake maintenance and preserve maintenance.

Comprehensive Plan & Land Development Regulations
SDS personnel have played leadership roles in developing State required Comprehensive Plans for existing and newly formed municipalities and have drafted Land Development Regulations consistent with Comprehensive Plan objectives and community initiatives.

Website Management
SDS personnel have the experience and expertise to create and keep district websites up-to-date and in compliance.

Conventional Financing
SDS personnel have extensive private sector conventional financing experience to serve client financing needs and/or effectuate cost savings associated with refinancing/refunding previously issued debt.

Bonds and Assessments

SDS currently manages over 75 Special Districts, which have issued bonds in excess of $1.24 billion. Our expertise includes:

- Issuing of the Statement of Regulatory Costs
- The preparation of Special Assessment Methodology Report
- Assisting in the preparation of Limited Offering Documents
- Providing expert witness testimony in validation proceedings

We also work with more than a dozen County Tax Collectors to collect the assessments that each district levies on the property owners who have benefited from the improvements to their land. Our services in include the preparation and submittal of the annual assessment roll. Once the respective counties receives the money via the annual tax bill they forward the our client's portion to us for the payment of operation and maintenance of the infrastructure and the annual debt service payments.

SDS is constantly in contact with the various lending institutions looking for opportunities in land financing or re-financing to save property owners money.





SDS Experience

SDS has extensive experience in establishing, managing and operating Special Districts.

Listed below are the Special Districts SDS currently manages, most of which were formed by our team of professionals.

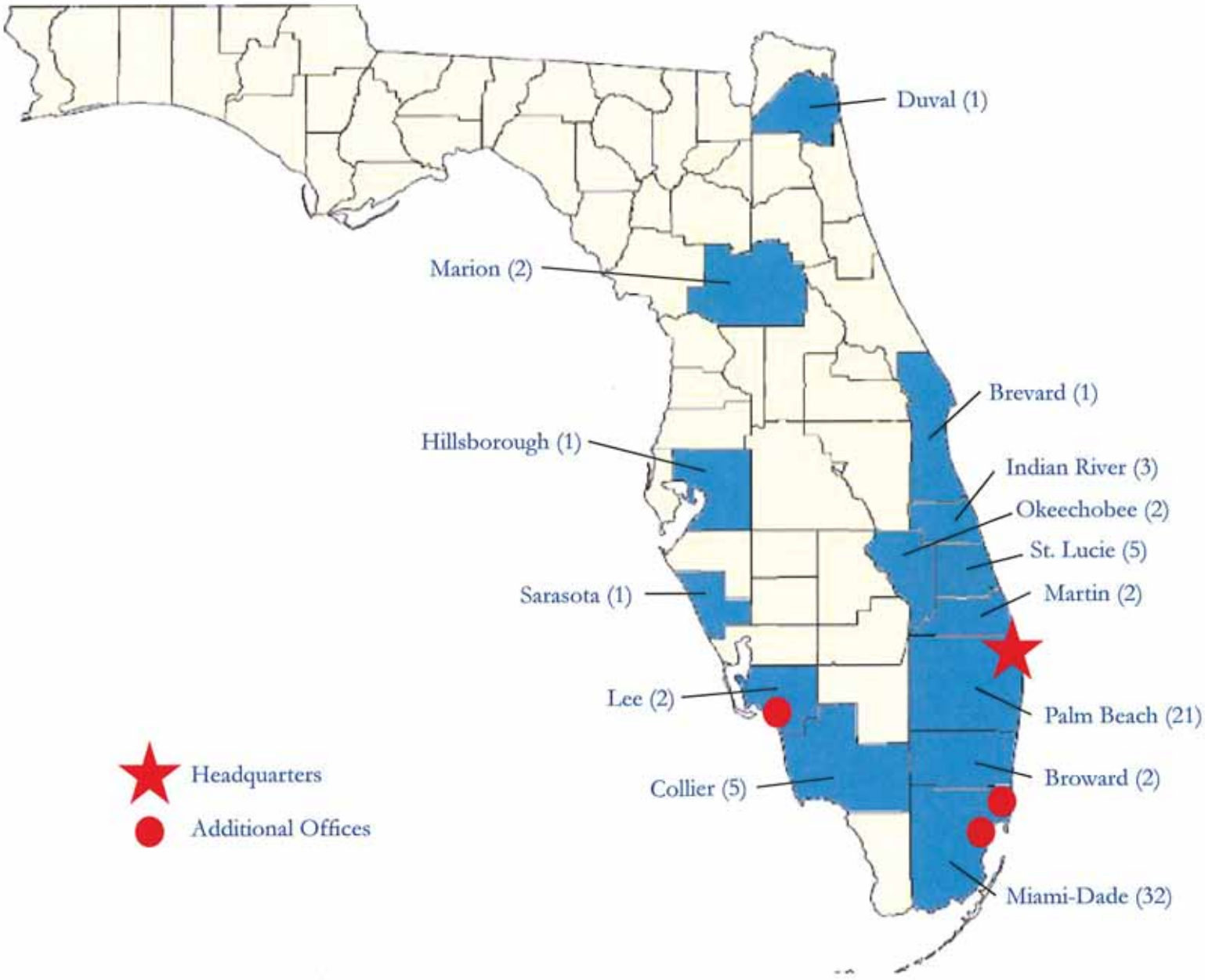
A.H. at Turnpike South CDD
Arborwood CDD
Ave Maria Stewardship Community District
Barefoot Bay Recreation District
Bayi CDD
Beeline CDD
Bluewaters CDD
Capron Trail CDD
Captain's Key Dependent District
Caribe Palm CDD
Century Gardens CDD
Century Gardens at Tamiami CDD
Century Gardens Village CDD
Century Parc CDD
City Place CDD
Coco Palms CDD
Cold Springs Improvement District
Copperhead CDD
Crestview II CDD
Crestview West CDD
Cutler Cay CDD
Cypress Lakes CDD
Florida Green Finance Authority
Fountainbleu CDD
Grand Bay at Doral CDD
Grove Community District
Gulfstream Polo CDD
High Ridge/Quantum CDD
Hobe St. Lucie Conservancy District
Hypoluxo/Haverhill CDD
Indian River Hospital District
IRL Council
Islands at Doral (NE) CDD
Islands at Doral (SW) CDD
Journeys End CDD
Kendall Breeze CDD
Kendall Breeze West CDD
Keys Cove CDD
Keys Cove II CDD
Keys Edge CDD
Lake Frances CDD
Marsh Harbour CDD
Meadow Pines CDD

SDS Facts

Founded:	1993
Headquarters:	Palm Beach Gardens, FL
Staff Size:	20
Offices:	4
Districts Formed:	63
Districts Currently Managed:	80
Counties Operating In:	14
Total Operating Budgets	$35.6+ million
Total Bonds Administered	$1.24+ billion

Monterey/Congress CDD
North Shore Village CDD
Pal Mar Water Control District
Palm Beach Plantation CDD
Pentathlon CDD
Principal One CDD
Quantum Park Overlay Dependent District
Quarry CDD
Renaissance Commons CDD
Riverside Park CDD
Sail Harbour CDD
Sausalito Bay CDD
Sebastian River Improvement District
Silver Palms CDD
Sonoma Bay CDD
South Bay CDD
St. Lucie West Services District
Summerville CDD
Sunnyland Farms CDD
Terracina CDD
Thousand Oaks CDD
Trails at Monterey CDD
Tree Island Estates CDD
Two Lakes CDD
Utopia CDD
Valencia Acres CDD
Venetian Isles CDD
Venetian Parc CDD
Veranda CDD
Verona Walk CDD
Village Walk of Bonita Springs CDD
Vista CDD
Walnut Creek CDD
West Villages Improvement District
Winding Cypress CDD
Winston Trails CDD (East)
Wyndam Park CDD

District Locations



Florida Business License

State of Florida

Department of State

I certify from the records of this office that SPECIAL DISTRICT SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1993 .

The document number of this corporation is P93000003074.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report/uniform business report was filed on February 4, 2008, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of February, 2008

Kurt Browning
Secretary of State

CR2EO22 (01-07)

References

Rick Melchiori
Chair, Hobe St. Lucie Conservancy District
1701 Hwy. A1A, Suite 204
Vero Beach, FL 32963
(772) 234-5234
rmelchiori@beckerholding.com

David Genson
Barron Collier
2600 Golden Gate Parkway
Naples FL 34105
(239) 262-2600
dgenson@barroncollier.com

Dennis Pickle
Manager, St. Lucie West Services District
450 SW Utility Drive
Port St. Lucie, Florida 34986
(772) 340-0220
dpickle@slwsd.org

Pine Tree Water Control District Fee Proposal

Management Fee **$24,000**

Assessment Roll **$3,000**

SDS will provide those services necessary for the management and operation of the District including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, communications and coordination with other governmental agencies and District professionals, general supervision, and day-to-day management of the operations of the District in accordance with the provisions of Chapter 190 and Chapter 189, Florida Statutes. This fee contemplates a maximum of twelve meetings per year.

SDS will maintain the District books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports, including bond issue requirements.

SDS will prepare and submit the annual assessment roll to County Tax Collector following adoption by the District on an annual basis.

PINE TREE WATER CONTROL PTWCD

QUOTE FOR SPECIAL PTWCD MANAGEMENT & OPERATIONAL SERVICES

ANNUAL FEE SCHEDULE

Each contractor wishing to quote contract must submit this completed fee schedule. Failure to submit a completed fee schedule will result in non-consideration.

SCOPE OF WORK	TERMS	AMOUNT
Management Services		$24,000
Financial Services		Included
Financial Advisor		Included
Collection Agent		Included
Assessment Roll		$3,000
Computer Services		Included
Operational Services (Mowing Contract, Aquatic Weed Contract, Roadway Maintenance Contract*:		Included
Expense Reimbursement		Additional as incurred

**Current contracts for landscape maintenance and aquatic weed control are transferable.*

Submitted by: Todd Wodraska, President Name of Company: Special District Services, Inc.
Print Name, Title

Signature

Address: 2501A Burns Rd

Telephone 561-630-4922

Palm Beach Gardens, FL 33410

Note: In addition to submitting the completed Quote, you may also include any other additional materials, brochures, references, etc., relevant to the Quote.

From: Angeleigh Adorno
Sent: Monday, December 19, 2016 2:29 PM
To: 'Jason Pierman'
Cc: Todd Wodraska
Subject: RE: Pine Tree Water Control District Management Proposal

Good afternoon,

We received the following questions regarding the above reference quote.

1. How many meetings were there last year and how long did each meeting last? For Fiscal Year 2016, there were 4 regular meetings and 1 special meeting. Meetings range in length from 30 minutes to 1.5 hours, on average.
2. Does the Board want verbatim minutes or summary minutes or do they have a preference? The Board is very cost conscious. Summary minutes or action items have been provided.
3. Can you please provide us the number of checks issued during the last fiscal year? 41
4. The quote seems to want the management company to assume the existing contracts for landscape and waterway maintenance. are those contracts currently in the District's name? Are they wanting the prospective management company to assume the maintenance responsibilities directly or manage them for the District? The existing contracts can be continued or they can be cancelled. The overall contracts are in the Village of Wellington/Acme's name, with the work for PTWCD as a separate addendum.
5. Are the elected officials paid and, if so, how much and when? $50 per meeting (excluding the SFWMD Board member).
6. on what platform are the current accounting records kept? Naviline/Sungard
7. What are the duties and functions of the District Engineer? Those specified pursuant to Chapter 298.16, F.S.

If you think these questions will change your proposal, you can submit a revised proposal. If you would like to submit a revised proposal, please email it to me no later than 5:00pm on Tuesday, December 20, 2016.

Please let me know if you decide to leave the proposal as is or revise it.

Thank you,
Angie

Angie Adorno | Accounting Technician, Senior| Village of Wellington | 12300 Forest Hill Blvd | Wellington, FL 33414
Tel: 561-791-4110 | aadorno@wellingtonfl.gov | www.wellingtonfl.gov

FLYING COW MANAGEMENT COMPANY, INC.

FLYING COW MANAGEMENT COMPANY, INC.

May 18, 2017

VIA EMAIL: aadorno@wellingtonfl.gov

Dear PTWCD Board of Supervisors:

We would like to thank the Board of Supervisors for this opportunity to present our proposal to provide managerial and operational services to the Pine Tree Water Control District.

Per the scope for this bid request, please find attached:

(1) Valid Certificate of Insurance
(2) State of Florida Business License
(3) Annual Fee Schedule Quote

Flying Cow Management Company is a newly formed Florida corporation whose sole purpose is to manage the Pine Tree Water Control District.

We believe the PTWCD Board will find advantages in awarding Flying Cow Management Company, Inc. (FCMC) the management contract. We would like to remind the Board that prior to Pine Tree Water Control District being annexed into the Village of Wellington, they were managed by the PTWCD Board of Supervisors, an attorney, an engineer and an accountant. In over forty (40) years, an outside firm has never managed PTWCD.

We want to assure the Board that we understand that the PTWCD Charter and Water Control Plan are the governing documents guiding the mission of the independent 298 district; we intend to manage the needs of the district, inclusive of the board of supervisors' meetings, with full respect of those needs. We believe we can do this better than any outside management company as our team has what no other management company has. We are unique in that our people live within the District, have extensive knowledge of the canals, ditches, swales, drainage system(s) and/or roadways and have vast experience in all of the necessary requirements to manage PTWCD.

We hope the PTWCD Board will take the time required to give appropriate consideration to the opportunity to minimize costs without sacrificing the quality of the services provided, by appointing Flying Cow Management Company, Inc. to manage the needs of Pine Tree Water Control District.

Sincerely,

Susan Englert

Susan Englert
President
Flying Cow Management Co., Inc.

QUALIFICATIONS

Flying Cow Management Company, Inc. (FCMC) is a newly formed Florida corporation dedicated exclusively to providing management services to Pine Tree Water Control District (PTWCD), as directed and approved by the PTWCD Board of Supervisors.

Uniquely qualified to manage per the PTWCD Charter and Water Control Plan, FCMC offers intimate knowledge of the maintenance requirements of the district, including knowledge of the canals, ditches, swales, drainage system(s) and/or roadways, with over 100 years of combined knowledge of the area as Rustic Ranches residents and landowners.

Our dedicated team has competent, relevant experience and managerial capabilities, with knowledge of construction, turf/farm management, banking and property management, as well as the 24/7 advantages afforded by living in the District.

We have reviewed your scope of work and feel confident that we can perform the duties you are requesting.

Our annual fee is inclusive of management services, administrative services, financial services and operational services per your quote and annual fee schedule.

Tasks will include, but are not limited to:

- Monthly bill paying and book keeping; liaison with auditor/accounting firm; meeting notification, preparation and attendance; monthly field inspections; bid/RFP creation; performance reviews with vendors as required.

- All phases of the budget preparation, resolutions and year-end entries in preparation for the annual audit by your independent certified public accounting firm.

- All phases of revenue collection, including the annual tax roll.

- All aspects of overseeing PTWCD contracts

PINE TREE WATER CONTROL PTWCD

QUOTE FOR SPECIAL PTWCD MANAGEMENT & OPERATIONAL SERVICES

ANNUAL FEE SCHEDULE

Each contractor wishing to quote contract must submit this completed fee schedule. Failure to submit a completed fee schedule will result in non-consideration.

SCOPE OF WORK	TERMS	AMOUNT
Management Services		**$11,800.00**
Financial Services	*included in amount quoted*	
Financial Advisor	*included in amount quoted*	
Collection Agent	*included in amount quoted*	
Assessment Roll	*included in amount quoted*	
Computer Services	*included in amount quoted*	
Operational Services	(Mowing Contract, Aquatic Weed Contract, Roadway Maintenance)	
Contract*	*contract management included in amount quoted*	
Expense Reimbursement	*as approved by the Board in advance*	

**Current contracts for landscape maintenance and aquatic weed control are transferable.*

Submitted by: Susan Englert, President
Print Name and Title

Company: Flying Cow Management Co., Inc.

Susan Englert
Signature

Address: 1841 W 10th St., Suite 5

Telephone: 561-379-3739

Riviera Beach, Florida 33404

Note: In addition to submitting the completed Quote, you may also include any other additional materials, brochures, references, etc., relevant to the Quote.

Detail by Entity Name

Florida Profit Corporation
FLYING COW MANAGEMENT CO INC

Filing Information

Document Number	P17000040604
FEI/EIN Number	NONE
Date Filed	05/04/2017
Effective Date	05/03/2017
State	FL
Status	ACTIVE

Principal Address
1841 W 10TH STREET
SUITE 5
RIVIERA BEACH, FL 33404

Mailing Address
11924 FOREST HILL BLVD
SUITE 10A-252
WELLINGTON, FL 33414

Registered Agent Name & Address
ENGLERT, SUSAN 12724 SHORELINE DRIVE
APT B
WELLINGTON, FL 33414

Officer/Director Detail
Name & Address

Title P

ENGLERT, SUSAN
PO BOX 1266
LOXHATCHEE, FL 33470

Title SEC

HEARN, PEGGY
16560 DEER PATH LANE
WELLINGTON, FL 33470

Annual Reports
No Annual Reports Filed

Document Images

05/04/2017 -- Domestic Profit

MANAGEMENT TRANSITION ITEMS

CLARKE AQUATIC SERVICES, INC., PIGGYBACK CONTRACT AGREEMENT

AGREEMENT FOR: AQUATIC VEGETATION CONTROL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Pine Tree Water Control District, an independent special water control district operating in accordance with Chapter 298 Florida Statutes, (hereinafter referred to as ("Pine Tree"), whose address is _____ and Clarke Aquatic Services, Inc., whose address is 110 E. Irving Park Road, 4th Floor, Roselle, IL 60172, a Florida Corporation authorized to do business in the State of Florida (hereinafter referred to as "VENDOR").

WHEREAS, Pine Tree is in need of a vendor to fulfill its need for aquatic vegetation control services; and

WHEREAS, Village of Wellington, Florida, through its competitive selection process awarded Contract No. RFP 097-12/ED to the VENDOR for aquatic vegetation control services; and

WHEREAS, Pine Tree desires to accept the VENDOR's proposal by piggybacking the Agreement for aquatic vegetation control services, between Clarke Aquatic Services, Inc. and Village of Wellington, Florida Contract# RFP 097-12/ED including all terms, conditions and pricing therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Village of Wellington, Florida** Contract No. RFP 097-12/ED, including the bid documents and VENDOR's response, with the VENDOR are hereby expressly incorporated by reference into this Agreement as if fully set forth at length herein and are hereafter referred to as the "Specifications and Bid Documents".

3. **VENDOR's Proposal.** In accordance with the terms and conditions in the Specifications and Bid Documents, the VENDOR shall supply the goods and services as stated in its proposal to Pine Tree for the pricing and work plan put forward in their proposal for Rustic Ranches/PTWCD (hereinafter referred to as "Project"). The VENDOR's proposal is attached hereto as **Exhibit "A"** and is hereby expressly made a part of this Agreement as if fully set forth herein. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by Pine Tree and upon written notice from Pine Tree to proceed or, if this Agreement is for goods only, upon the issuance of a purchase order by Pine Tree. Task Orders or Purchase Orders shall be issued for any subsequent projects through December 11, 2017.

4. **Conflict of Terms and Conditions.** Conflicts between documents shall be resolved in the following order of precedence:

    a. This Agreement
    b. Contract No. RFP 097-12/ED **(Exhibit "A")**
    c. Bid Submittal (Tab 4) **(Exhibit "A")**

5. **Compensation to VENDOR**. Payments by Pine Tree to the VENDOR under this Agreement shall not exceed pricing per Contract No. RFP 097-12/ED for the Rustic Ranches/PTWCD. All pricing under this Agreement shall be in accordance with the Specifications and Bid Documents and VENDOR's Proposal. VENDOR shall submit invoices to Pine Tree for review and approval by Pine Tree's representative, indicating that goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. VENDOR will invoice Pine Tree in advance for each payment period. Invoices will normally be paid within thirty (30) days following Pine Tree representative's approval. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to Pine Tree. This certifies that all goods and services have been properly performed and all charges have been invoiced to Pine Tree. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. Pine Tree will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services. If this Agreement is for goods only, such goods shall be purchased via a purchase order in such form as determined by Pine Tree.

6. **Term.** This Agreement and the provisions of all services, goods, materials and equipment hereunder to complete the work by VENDOR shall commence on July 1, 2017 and be for a period of until Contract No RFP 097-12/ED remains valid (December 11, 2017) or for such other period of time agreed to in writing by the parties in accordance with the terms and conditions of this Agreement. This Agreement and any extensions thereof are subject to annual appropriations by Pine Tree, and this Agreement is subject to fiscal funding out by Pine Tree.

7. **Insurance.** VENDOR will deliver to Pine Tree authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the VENDOR. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

    Submit certificates of insurance to:

    Certificate Holder Address:
    (Certificates need to include the following as the Certificate Holder)

Pine Tree Water Control District
TBD
TBD

Email: Facsimile: TBD

Cancellation and/or Modification of Insurance Coverage
Each insurance policy supplied by the VENDOR must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Pine Tree and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies
The VENDOR shall promptly deliver to Pine Tree a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Pine Tree not less than five (5) business days before to the expiration date of any policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.
The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Pine Tree as additional insured.

8. **Warranty.** For a period of Contract No. RFP 097-12/ED, the VENDOR warrants that its work and services under this Agreement will be free of all defects in materials and workmanship and will conform to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. Work or services provided by the VENDOR or anyone directly or indirectly utilized by the VENDOR not conforming to these requirements, including, but not limited to, substitutions not properly approved and authorized, will be considered defective. VENDOR warrants the merchantability and fitness of all goods and services as contemplated in this Agreement, the Project and the Specifications and Bid Documents.

During the Contract No. RFP 097-12/ED, the VENDOR shall correct any and all defects or other non-conforming work, services and/or materials and pay all

expenses for any damages to other work resulting therefrom. The VENDOR shall promptly take such corrective action and pay all expenses after receipt of written notice from Pine Tree to do so unless Pine Tree has previously given the VENDOR a written acceptance of such specific defect or non-conforming condition. Pine Tree shall give such notice to the VENDOR promptly after discovery of the defect or the condition. If the VENDOR fails to correct the nonconforming work or materials within a reasonable time during that period after receipt of the notice from Pine Tree, Pine Tree may correct it and seek any other remedy available at law against the VENDOR for the expense to Pine Tree to make the correction.

This warranty provision shall survive the earlier expiration or termination of this Agreement.

9. **Personnel.** VENDOR agrees to supply to Pine Tree adequate personnel to provide timely completion of all goods and services and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pay such liquidated damages as are provided for in the Specifications and Bid Documents, if any. Pine Tree reserves the right to set-off any contract amounts due Vendor for failure of Vendor to comply with the terms and conditions herein. Should Pine Tree set-off under this Agreement, it shall not be considered in default under this Agreement.

10. **Indemnification.** VENDOR agrees to indemnify and hold harmless Pine Tree, its officers, and employees from any and all liabilities, damages, losses, suits, actions, claims, and/or matters, including costs and reasonable attorney's fees, to the extent caused by the negligence, gross negligence, or intentionally wrongful conduct of VENDOR and any other persons or entities employed or utilized by VENDOR in performance of this Agreement, the Project, and the Specifications and Bid Documents. Nothing contained in this provision shall be construed or interpreted as consent by Pine Tree to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in Section 768.28, Fla. Stat.

11. **Compliance with law.** In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards and directives whether state or federal or local.

12. **Subcontractors.** Pine Tree reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by Pine Tree.

13. **Taxes.** The parties to this Agreement understand that Pine Tree is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.

14. **Termination.** In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to Pine Tree in the event of substantial failure by Pine Tree to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by Pine Tree, with or without cause, upon fifteen (15) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for work, services, materials and products rendered to Pine Tree satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by Pine Tree, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits or any other claim for damages from a termination by Pine Tree.

15. **Force Majeure.** Neither Pine Tree nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

    Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. **Applicable law and venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

17. **Construing the Agreement.** This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

18. **Binding effect.** This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

19. **Nondiscrimination.** VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

20. **Waiver.** A waiver by either Pine Tree or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

21. **Severability.** The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rending any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

    The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

22. **Entire Agreement.** Pine Tree and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between Pine Tree and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

23. **Amendments.** This Agreement may not be modified unless such modifications are evidenced in writing, signed by both Pine Tree and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.

24. **Conflict of Interest.** This Agreement is subject to any and all applicable conflict of interest provisions found in Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "B"**. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to Pine Tree any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing

nature and any conflict of interest shall be immediately brought to the attention of Pine Tree.

25. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Pine Tree:	As to VENDOR:
Pine Tree Water Control District	Clarke Aquatic Services, Inc.
TBD	110 E. Irving Park Rd, 4th Floor
TBD	Roselle, IL 60172
Attn: TBD	Attn: John Greene

Notices shall be effective when received at the addresses as specified above. Changes in respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and Pine Tree.

26. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TBD

IN WITNESS WHEREOF, Pine Tree and VENDOR have executed this Agreement all as of the day and year first above written.

ATTEST: **Pine Tree Water Control District**

By:_____ By:_____

TBD, Secretary TBD

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(SEAL)

By:_____
Jeff Kurtz, Board Attorney

WITNESS:

VENDOR: Clarke Aquatic Services, Inc.

_____

By:_____

_____
Print Name

_____
Print Name

(CORPORATE SEAL

Exhibit "B"

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to Pine Tree Water Control District any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Pine Tree Water Control District. The terms below shall be defined in accordance with the policies and Code of Ordinances of Pine Tree Water Control District, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.
CHECK ALL THAT APPLY.[ ]

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any Pine Tree Water Control District employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a Pine Tree Water Control District purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no Pine Tree Water Control District employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[ ] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of Pine Tree Water Control District Planning, Zoning and Building Department.

CONFLICT:

[ ] **The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE

_____
TITLE

AGREEMENT FOR
AQUATIC VEGETATION CONTROL SERVICES

THIS AGREEMENT is made this 11 day of December, 2012, by and between the Village of Wellington, a municipal corporation (hereinafter referred to as "WELLINGTON"), whose address is 12300 Forest Hill Boulevard, Wellington, Florida 33414 and Clarke Aquatic Services, Inc. (hereinafter referred to as "VENDOR"), whose address is 110 E. Irving Park Road, 4th Floor, Roselle, IL 60172.

WHEREAS, VENDOR bid on that certain specifications and bid documents for Aquatic Vegetation Control Services, RFP Number 097-12/ED (hereinafter referred to as "Project or Bid or RFP"), issued by WELLINGTON; The VENDOR'S bid submittal is attached as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, VENDOR has been deemed to be the responsive bidder, and WELLINGTON desires to award the agreement to VENDOR on the terms and conditions more particularly described below and as contained in the specifications and bid documents for Aquatic Vegetation Control Services, RFP Number 097-12/ED, and VENDOR'S response thereto, all of which are hereinafter incorporated by reference and are referred to as "Specifications and Bid Documents"; and

WHEREAS, VENDOR is desirous of entering into the agreement with WELLINGTON pursuant to the terms and conditions more particularly described herein and pursuant to the Specifications and Bid Documents; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. VENDOR shall perform the services and duties as provided for in the Specifications and Bid Documents and comply with all of the terms provided for in the Specifications and Bid Documents.

3. The Agreement term shall be in accordance with the Specifications and Bid Documents. The Agreement amount shall be in accordance with the Specifications and Bid Documents, and all services and products to be purchased and work to be performed shall be done via a purchase order in such form as determined by WELLINGTON. Nothing herein, however, shall prevent WELLINGTON from seeking a budget amendment should it require additional sums of money for this Project and a change in the scope of services. All purchases pursuant to this Agreement shall be done in accordance with WELLINGTON'S Purchasing and Procurement Manual and procedures thereto. All purchases shall be evidenced by such approved purchase orders.

4. WELLINGTON shall pay VENDOR for each purchase order in accordance with the prices set forth in the attached Bid Submittal (Option 1 for Wellington Environmental Preserve) and in amounts and not to exceed $403,600 per year. Payment is contingent upon the services being completed in accordance with the Specifications and Bid Documents. VENDOR shall be liable for and shall pay, and defend, hold harmless and indemnify WELLINGTON against, all contributions, interest accrued, penalties imposed, and all taxes, excises, assessments, and other charges levied by any government agency, authority or union on, or because of, the services furnished by VENDOR for or used in the performance of the work herein.

   Payments to VENDOR may be withheld by WELLINGTON in its reasonable discretion on account of (i) defective work not remedied, (ii) claims filed against VENDOR, (iii) failure of VENDOR to make payments promptly to subcontractors for labor, materials, or equipment, (iv) damage to WELLINGTON'S property, (v) failure to carry out the Work in accordance with this

Agreement the Bid Documents and Vendor's response thereto or (vi) failure of VENDOR to bond off or satisfy the liens of any of its subcontractors, labors, or materialmen.

5. VENDOR shall provide to WELLINGTON all services, work, and products that are necessary to fulfill its obligations pursuant to the Project and the Specifications and Bid Documents. All prices for the items and work herein shall be in accordance with VENDOR'S response to the Project and in accordance with the Specifications, Bid Documents and this Agreement. All purchases shall be evidenced by a purchase order from WELLINGTON.

6. VENDOR shall maintain all insurance as is required by the Specifications and Bid Documents. Prior to commencing any work, performing services, or supplying products, VENDOR shall provide to WELLINGTON such insurance coverage that WELLINGTON has requested in the Specifications and Bid Documents. In addition, VENDOR agrees to provide to WELLINGTON such other insurance coverage requested by WELLINGTON'S Department of Risk Management and with such coverage amounts and deductibles as is requested by such Department.

7. All renewals of this Agreement shall be pursuant to the Specifications and Bid Documents. This Agreement and any renewals thereto are subject to annual appropriations by the Village of Wellington, and this Agreement is subject to fiscal funding out by WELLINGTON.

8. VENDOR agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this Agreement, the Project, and the Specifications and Bid Documents as it relates to WELLINGTON, including any work done by its subcontractors or at its direction, shall be free from all defects and done in a workmanlike manner. VENDOR warrants the merchantability and fitness of the products and services as contemplated in this Agreement, the Project, and the Specifications and Bid Documents.

9. VENDOR agrees to supply to WELLINGTON adequate personnel to provide timely completion of all projects and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pursue the services that are provided for in the Specifications and Bid Documents and as are determined by WELLINGTON for failure to comply with such timelines may result in deduction of payment as provided for therein.

10. VENDOR agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which WELLINGTON, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR, its employees, or agents arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes

11. In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether state or federal.

12. WELLINGTON reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by WELLINGTON.

13. The parties to this Agreement understand that WELLINGTON is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.

14. In addition to any other termination provision found in the Specifications and Bid Documents, this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for services and products rendered to WELLINGTON'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by WELLINGTON, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits from a termination by WELLINGTON.

15. Neither WELLINGTON nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

    Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

17. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

18. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

19. VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

20. A waiver by either WELLINGTON or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

21. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rending any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be

construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

22. WELLINGTON and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

23. This Agreement may not be modified unless such modifications are evidenced in writing, signed by both WELLINGTON and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.

24. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to WELLINGTON:	As to VENDOR:
Village Manager	_____
Village of Wellington	Clarke Aquatic Services, Inc.
12300 Forest Hill Blvd.	_____
Wellington, FL 33414	_____

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

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

26. This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

IN WITNESS WHEREOF, WELLINGTON and VENDOR have executed this Agreement all as of the day and year first above written.

ATTESTS:

By: _____
Awilda Rodriguez, Village Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: _____
Bob Margolis, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
for Village Attorney

WITNESS:

_____

_____

VENDOR
CLARKE AQUATIC SERVICES, INC.

By: _____
As President

_____
Print Name

(CORPORATE SEAL)

Exhibit A

VILLAGE OF WELLINGTON

Proposal For:

AQUATIC VEGETATION CONTROL SERVICES

RFP # 097-12/ED

August 28, 2012

Submitted by:
Clarke Aquatic Services Inc., a Clarke Company

clarke

A Global Environmental Products and Services Company

3125 Fortune Way, Suite 21
Wellington, FL 33414
561-951-0920 P
561-290-1562 F
www.clarke.com

CLARKE AQUATIC SERVICES, INC.

VILLAGE OF WELLINGTON

AQUATIC VEGETATION CONTROL SERVICES

AUGUST 28, 2012

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1	Letter of Transmittal
2	Proposal Security (Bid Bond)
3	Acknowledge Receipt of Addendum
4	Proposal Submittal Form/Price Proposal
5	Qualifications
6	Approach and Methodology/Ability to Perform Contract (Includes Work Plan)
7	References
8	Drug Free Workplace Form
9	Local Preference Application
10	Insurance Certification
11	Current Licenses
12	EFT Form

TAB # 1



[illegible]

August 27, 2012

Village of Wellington
Attn: Purchasing Division
12300 W. Forest Hill Boulevard
Wellington, Florida 33414

RE: ***Aquatic Vegetation Control Services – RFP # 097-12/ED***

Dear Purchasing Division:

Clarke Aquatic Services (CAS) formally known as Aquatic Weed Technology ("AWT") has been providing aquatic services for over 25 years. Clarke will utilize our existing Wellington office, established in 1998, as the primary office for this contract. Our facilities, trucks, boats, assets and personnel are in place and stand by ready to serve the needs of the Village of Wellington. This local facility will function as our command center for operations. In order to best serve the Village, all the facilities, assets, and personnel will remain in place for the duration of the agreement.

KC Sentz, local Control Consultant, and Mark Grundy, our Assistant Regional Operations Manager, are the designated operations representatives to work with the Village's management. One of the key benefits of contracting with Clarke is the depth of our overall organization including 150 full time personnel and their respective experience and expertise. Mark Grundy and the Village will have immediate access to our company-wide resources to help facilitate an efficient and effective program. Departments that will be involved in serving the community are:

- Regulatory Compliance
- Safety
- Environmental Services/Biology Department
- Technical Services
- Human Resources
- Information Technologies
- Operations Support
- Equipment Technical Services
- Product Production/Manufacturing
- Finance

- Insurance
- GIS (Mapping)

Clarke is proud to have been selected to provide the Village of Wellington their aquatic vegetation control services in October 2009. It has been a pleasure working with the staff at the Village. Over these last three years we have challenged ourselves to continually improve the conditions of the waterways within the Village. Through rigorous scheduling, operational expertise, excellent equipment/technology, and most importantly thorough communications we have done just that, continuously improve the waterways.

Clarke appreciates the opportunity of submitting this proposal. We will value your consideration of our proposal and if awarded look forward to providing the residents of the Village of Wellington with an unsurpassed level of quality services in the years to come. If you have questions, please do not hesitate to contact me on my cell at (561) 951-0920.

Sincerely,

KC Sentz
Control Consultant

TAB # 2

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Clarke Aquatic Services, Inc.
3125 Fortune Way, Suite 21
Wellington, FL 33414

SURETY:
(Name, legal status and principal place of business)
Westchester Fire Insurance Company
436 Walnut Street
Philadelphia PA 19106

OWNER:
(Name, legal status and address)
Village of Wellington
12300 W. Forest Hill Boulevard
Wellington, FL 33414

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Accompanying Bid Amount (10% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Aquatic Vegetation Control Services
RFP #097-12/ED

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August 2012

Clarke Aquatic Services, Inc.

(Witness) (Principal) (Seal)

(Title) Vice President, General Manager - Domestic

Westchester Fire Insurance Company

(Witness) Sandra Nowakowski (Surety) (Seal)

(Title) C.R. Hernandez, Attorney-In-Fact for Surety and Florida non-resident agent (License No. R195117)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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

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

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

Does hereby nominate, constitute and appoint Adrienne C Stevenson, Amy B Wickett, Beatriz Polito, C. R. Hernandez, John K Johnson, Katherine J Foreit, Sandra Nowakowski, Theodore C Sevier, Jr, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents ($25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 24 day of February 2012.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 24 day of February, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16 day of August 2012

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 24, 2014.

STATE OF ILLINOIS
COUNTY OF COOK

I, Douglas Schmude, a Notary Public in and for said County, do hereby

certify that **C.R. Hernandez** Attorney-in-Fact, of the

WESTCHESTER FIRE INSURANCE COMPANY	**A Corporation of the Commonwealth of Pennsylvania**

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

WESTCHESTER FIRE INSURANCE COMPANY	**A Corporation of the Commonwealth of Pennsylvania**

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of **Chicago** in said County, this **16th** day of **August** A.D. **2012**

Notary Public

OFFICIAL SEAL
DOUGLAS SCHMUDE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01-19-2015

TAB # 3

Council
Bob Margolis, Mayor
Howard K. Coates, Jr., Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John Greene, Councilman

Manager
Paul Schofield

ITB No: 097-12/ED
Title: Aquatic Vegetation Control Services
Opening Date: August 28, 2012 at 10:00am
ADDENDUM DATE: August 1, 2012

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to clarify the *Optional Pre-Bid Meeting Date* and Time.

OPTIONAL PRE BID MEETING: An optional pre-bid meeting will be held on August 8, 2012 at 10:00 AM Local Time located at Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of

Addendum No. (1) ONE to be attached in front of Bid

WELLINGTON-Ed DeLaVega, Purchasing

Council
Bob Margolis, Mayor
Howard K. Coates, Jr., Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John Greene, Councilman

Manager
Paul Schofield

RFP No: 097-12/ED
Title: Aquatic Vegetation Control Services
Opening Date: August 28, 2012 at 10:00am
ADDENDUM DATE: August 15, 2012

ADDENDUM NO. TWO

1. **Please disregard the RFP documents originally posted for RFP # 097-12/ED – Aquatic Vegetation Control Services, in its place please use the RFP documents and exhibits included in this Addendum Two.**

2. **Question:** Will a performance bond be required for the awarded proposer?
   Response: A performance bond will not be required.

3. **Question:** Can you please send me the bid tabulation sheet for the existing contract?
   Response: Please see the bid tabulation sheet for Bid # 025-09/JWV attached.

4. **Question:** Can the proposal surety be in the form of a cashier's check, or does it have to be a bond?
   Response: A cashier's check or bid bond is acceptable as a proposal surety.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of

Addendum No. (2) TWO to be attached in front of Bid

WELLINGTON-Ed DeLaVega, Purchasing

Council
Bob Margolis, Mayor
Howard K. Coates, Jr., Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John Greene, Councilman

Manager
Paul Schofield

RFP No: 097-12/ED
Title: Aquatic Vegetation Control Services
Opening Date: August 29, 2012 at 10:00am
ADDENDUM DATE: August 27, 2012

ADDENDUM NO. THREE

1. The bid opening deadline date has changed from August 28, 2012 at 10:00 AM to August 29, 2012 at 10:00 AM Local Time.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of

Addendum No. (3) THREE to be attached in front of Bid

WELLINGTON-Ed DeLaVega, Purchasing

TAB # 4

BID SUBMITTAL (TAB #4)

To:
Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

Clarke Aquatic Services, Inc.
(Vendor)

agrees to services for aquatic vegetation control as defined in this Request for Proposals in accordance with the requirements of the Specifications and Proposal Documents.

Gentlemen:
The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

PROPOSER HEREBY WARRANTS THE FOLLOWING:

All personnel performing services shall be properly licensed as required by Local and State laws, ordinances, and regulations. YES X NO____

All chemicals used while providing services shall be approved by the United States Environmental Protection Agency for use and are registered for such Use in the State of Florida. YES X NO____

PRICE PROPOSAL

DESCRIPTION OF SERVICES	ANNUAL LUMP SUM PRICE PROPOSAL (Base Price Used for Calculating Monthly Payments)
Aquatic Vegetation Control – Rustic Ranches/PTWCD	$ $15,000.00
Aquatic Vegetation Control – Village Park (Ponds)	$ $3,600.00
Aquatic Vegetation Control- Village Water Bodies (Canals, Lakes, etc.)	$ $280,000.00
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 1	$ $90,000.00
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 2	$ $35,000.00
Aquatic Vegetation Control – Peaceful Waters	$ $15,000.00
Grand Total	$ $438,600.00 (Includes Option 1 and 2)

***Grand Total will be used to evaluate proposals**

DESCRIPTION OF SERVICES	RATE PER HOUR FOR RENDERED SERVICES
Licensed Applicator	$ 35.00 **Per Hour**

Contact person in the event of a Cancellation by the Village:

Name KC Sentz

Title: Control Consultant

Telephone Number: (561) 951-0920

Alternate Telephone Number: (561) 248-4303 - Mark Grundy

Dated this 27 day of August (Month), 2012 (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: [signature] / KC Sentz
(Signature) (Print name)

Address: 110 E. Irving Park Road, 4th Floor

Roselle, IL 60172

_____

Telephone: (800) 323-5727 Fax: (630) 894-2000

E-Mail Address: ksentz@clarke.com

Taxpayer Identification Number: 13-4306095

State Under Which Corporation Was Chartered: Illinois

Corporate President: J. Lyell Clarke, III

(Print Name)

Corporate Secretary: Andrew P. Tecson Andrew P. Tecson

(Print Name)

Corporate Treasurer: Clark Wood

(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s: 1 & 2

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the Village:

REGULAR WORK HOURS:

Name: KC Sentz Alternate Contact - Mark Grundy (561) 248-4303

Address: 3125 Fortune Way, Suite 21, Wellington, FL 33414

Telephone: (561) 951-0920

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: KC Sentz

Address: 3125 Fortune Way, Suite 21, Wellington, FL 33414

Telephone: (561) 951-0920

TAB # 5

Below is a summary of the questions and comments from Section 27-B (Qualifications of the Firm) of the RFP. Additional information will follow this page.

- Provide the proposer's experience providing the service contract specified.
    - **Following this summary page is Clarke's Company Profile, Qualifications, and Experience. Most importantly, we have been providing the Village of Wellington these services over the last four years.**
- Provide a list with a brief description of service contracts satisfactorily provided with location and dates of contracts.
    - **List following this summary (within this tab)**
- Provide a list of all services contracts performed for governmental agencies (If the contractor has performed any service contracts for a governmental agency that is not listed, the proposal may be considered non-responsive.
    - **List following this summary (within this tab)**
- Provide evidence of valid state, county and local licenses proving authority to conduct business in the jurisdiction within which the firm is located.
    - **Please see Tab # 11**
- State whether contractor intends to use subcontractors to fulfill this contract
    - **Clarke has no intentions of using subcontractors**
- State whether the contractor has been issued any fines by the State of Florida
    - **Clarke Aquatic Services, Inc. has not been issued fines by the State of Florida**
- Provide any additional information which may be considered pertinent.
    - **Additional information is provided within this Tab.**
- Provide a minimum of three (3) references for similar work (form attached).
    - **References are provided under Tab #7.**
- Provide a summary of any litigation filed against the Contractor in the past three years which is related to the services that Contractor provides in regular course of business.
    - **There have been no litigations filed against Clarke Aquatic Services, Inc. within the past three years.**
- Provide a summary of any fines levied against Contractor in the past three years which is related to exotic/nuisance plant control or lake management services.
    - **There have been no fines levied against Clarke Aquatic Services, Inc. within the past three years.**

Clarke Company Profile, Qualifications, and Experience

Legal Name, Address, and Telephone Number:

Local Office: **Clarke Aquatic Services, Inc.**
3125 Fortune Way, Suite 21
Wellington, FL 33414

Corporate Office: **Clarke Aquatic Services, Inc.**
P.O. Box 72197
159 N. Garden Avenue
Roselle, IL 60172

State of Corporation: Illinois
Date of Incorporation: May 3, 2005
State in which incorporated: Illinois

Name and Title of Principal Officers	**Date of Assuming Position**
Directors:	
Mary Kemp Clarke, Chairman of the Board	7/1/05
John Lyell Clarke III, President	7/1/05
Officers:	
Mary Kemp Clarke, Chairman of the Board	7/1/05
John Lyell Clarke III, President	7/1/05
Joseph A. Drago, Chief Financial Officer	7/1/05
A. Kevin Magro, Executive Vice President	7/1/05
Joel Fruendt, Vice President / General Manager	12/22/06
Julie Reiter, Vice President / Human Resources	12/22/06
John Lyell Clarke III, Treasurer	7/1/05
Andrew P. Tecson, Secretary	7/1/05
Frances Kanouse, Assistant Secretary	12/22/06
A. Kevin Magro, Assistant Secretary	7/1/05

Clarke History & Profile. Founded in 1946, The Clarke Group, Inc. is a global environmental products and services company focused on helping to make communities around the world more livable, safe and comfortable. Specializing in mosquito control for 64 years and aquatic services since 1975, we strive to deliver the most environmentally responsible and advanced products and services to help prevent vector-borne disease, control nuisances and create healthy waterways.

In 2005, Clarke's aquatic service division was officially incorporated as "Clarke Aquatics, Inc."

The Clarke corporate headquarters is located in Roselle, Illinois, and we currently operate the following offices:

- R&D / Technical Services Center – Schaumburg, IL
- Five (5) International offices – Mexico, Nicaragua, India, Brazil and Australia
- Clarke Engineering Technology – Rogers, MN
- Fourteen (14) aquatic weed and mosquito control service centers in eight (8) states – FL, GA, ID, IL, IN, MN, PA and VA.

Our customer base includes municipalities and local governments, mosquito abatement districts, public health, military, residential and private sector communities, currently reaching 300 million people in 40 countries.

Special qualifications of firm members (registered engineer, surveyor, etc.):

A. 501 OSHA Trainer
   - Rich Voss

B. OSHA Competent Trainer, Fork Lift, and/or Hazwoper, DOT certified, CPR/First Aid, and Florida Boater's Certifications
   - Andrew Gentes
   - Mark Grundy
   - Amy Solis
   - Fred Hankins
   - Dan Schmidt
   - Chris Gallagher
   - Clark Wood

C. Florida Department of Agriculture & Consumer Services – Aquatic, and/or Natural Areas, and/or Right of Way License
   - Mark Grundy
   - Dan Schmidt
   - Andrew Gentes
   - Travis Schwalm
   - Joe Horner
   - Amy Solis
   - Chris Gallagher
   - Clark Wood
   - Brett Bultemeier
   - James Bardin

Experienced Principal Members of Clarke

NAME	TITLE	# YEARS EXPERIENCE	CAPACITY
J. Lyell Clarke, III	President/COO	23	COO
A. Kevin Magro	Exec. VP and General Manager	38	New Product Development
Joel Fruendt	VP and General Manager	28	General Manager
Michael Muldoon	Director of Sales	23	Sales Management
Andrew Gentes	Regional Operations Manager	12	Operations Management, Florida
Todd Trowbridge	Director of Regulatory Affairs	18	Regulatory Compliance
Karen Larson	Registrations Manager	20	New Product EPA Registration
Pete McNeil	Chief Pilot	28	Helicopter applications
Rich Voss	Facilities Management	15	Safety Compliance
Michelle Selander	Regional Operations Manager	15	Operations Management, Midwest
Lori Clemence	Control Consultant	16	Consultant
Jay Griffin	Aquatics Specialist	9	Service Operations
Clark Wood	VP/Business Development	39	Service Operations
Pete Deglomine	Control Consultant	25	Consultant
Mark Grundy	Assistant Regional Manager	11	Service Operations
Kristopher Sentz	Control Consultant	9	Consultant
Mike Willis	Production Development Manager	29	Research and Development
Frank Clarke	VP/Key Accounts	17	Consultant

Amy Solis	Regional Biologist, Florida	10	Service Operations
Bill Calvano	Director of Supply Chain	38	Purchasing
Lou Miceli	Director of Information Technology	23	Information Technology
Brett Bultemeier	Water Resource Manager	11	Water Resource Manager

Overview of Key Personnel

One of the key benefits of Clarke is the depth of our overall organization, including 150 full-time people and their respective experience and expertise. Within the Clarke Structure are the following departments which are key in supporting work and operations for local Clarke offices and the Village of Wellington; Regulatory Compliance, Safety Compliance, Registrations, Environmental Sciences, Product Development, Human Resources, Finance/Accounting, and Insurance. These dedicated departments and employees help to ensure that Clarke operates efficiently and effectively and are available for any support that our Regional and local offices may need as well as to provide support to customers like Village of Wellington.

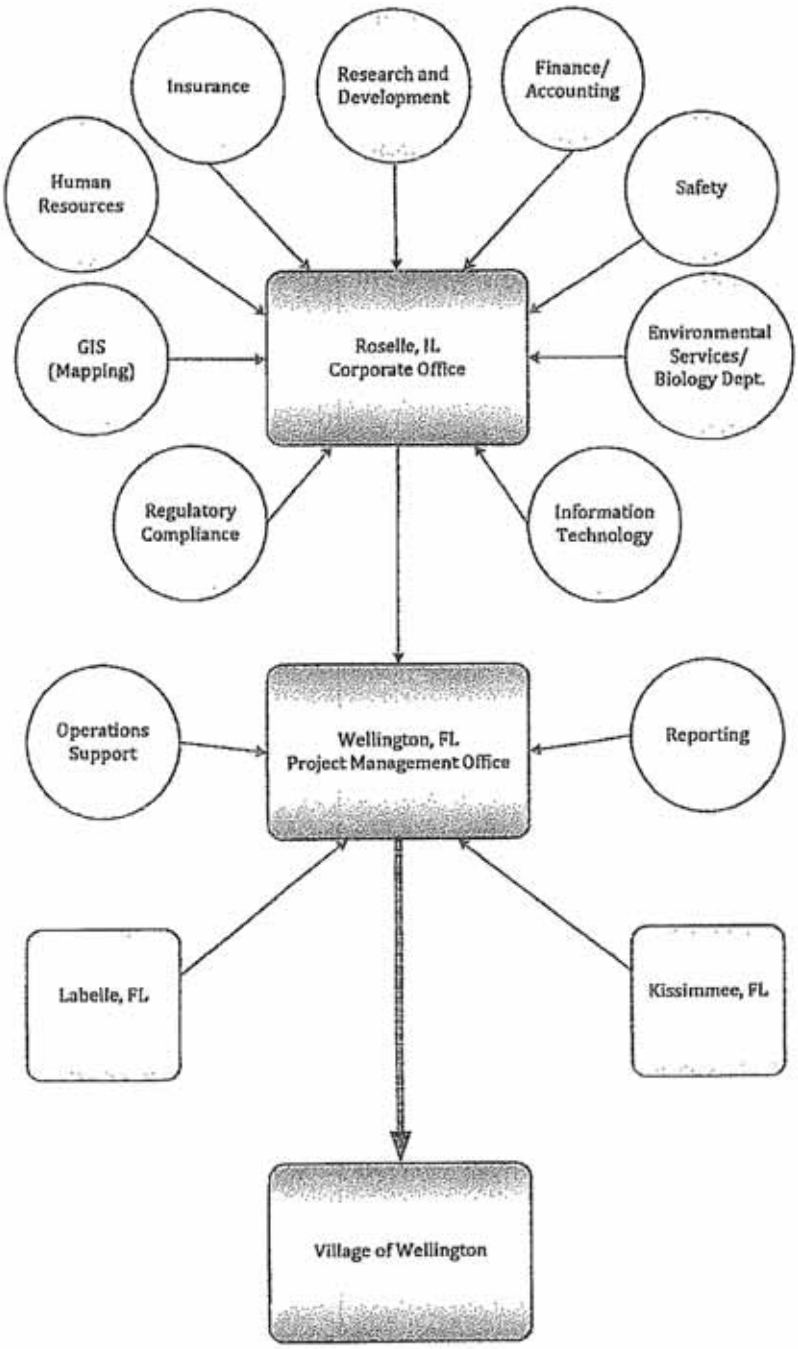
Clarke has five offices located in Florida, with 23 full-time employees dedicated to Florida Operations. Clarke also hires and staffs multiple seasonal crews and temporary employees as needed to cover seasonality of the industry and contractual needs. Three of Clarke's offices are located within a distance able to support the Village, with Wellington being the primary office. These office locations help to ensure that Clarke has the dedicated staffing, equipment, and expertise available anytime Village of Wellington requests.

Clarke currently has 12 Florida licensed applicators in Aquatics / Natural Areas, and Right of Way through the Florida Department of Agriculture and Consumer Sciences. Clarke specializes and certifies employees with Safety and Regulatory Compliance to meet OSHA, DEP, EPA, DOT, FDACS, and multiple other agency requirements. Clarke also ensures that all offices have personnel trained in Hazardous Waste and Emergency Operations and Recovery in the event that a spill takes place. This helps us to limit and reduce liability both for Clarke and for our prospective Customers.

Clarke has a Fleet of 26 vehicles available for use in the State of Florida. Clarke also has multiple airboats, ATV's, John Deere Gators, swamp buggy, and smaller craft to support with aquatics and vegetation management. All equipment is outfitted with respective spraying equipment. All employees are versed and trained with calibrations and modern application techniques.

Our Assistant Regional Operations Manager, Mark Grundy, will be assigned as the Project Manager and will oversee, communicate, and provide deliverables to the Village's Project Mangers. The Regional Operations Manager, Andrew Gentes, and Consultant, Kristopher Sentz will support all needs and additional requests that the Village Project Managers may have and be direct support to Mark Grundy. Clarke's Project Manager as well as the Village of Wellington will have immediate access to our companywide resources. Departments that will be involved in serving the County are: Regulatory Compliance, Safety, Human Resources, Information Technologies,

Operations Support, Equipment Technical Services, Product Production/Manufacturing, Finance, and Insurance.



Andrew Gentes, Florida Regional Manager

- B.S. Biological Sciences, Illinois State University
- 11 yrs industry experience w/Clarke
- Holds a FL Mosquito Control Director's license and Public Health Applicator licenses in FL, GA, and AZ
- Holds a FL Aquatic Applicators License, Right of Way, and Natural Areas License
- Coral Springs Aquatics Training Course Certified
- Certified Mosquito Identification Specialist (Dr. Darsie Course)
- Certified DOT, HAZMAT, OSHA, and HAZWOPER
- First Aid and CPR certified
- Florida Boater's License Certified
- Oversees aquatic control service operations and mosquito operations in 5 Clarke offices throughout FL

Mark Grundy, Operations Supervisor

- B.S. Environmental Studies
- 13 years Industry experience
- Environmental Remediation experience
- Emergency Response experience
- Management of Projects involving Everglades Restoration and Kissimmee River
- Holds a FL Aquatic Applicators License, Right of Way, and Natural Areas License
- Coral Springs Aquatics Training Course Certified
- First Aid and CPR certified
- United States Army Core of Engineers Quality Control Management Certification
- Florida Boater's License Certified
- Certified in OSHA and HAZWOPER
- 6 plus years Industry experience
- Holds a FL Aquatic Applicator's License
- Coral Springs Aquatics Training Course Certified
- First Aid and CPR certified
- Florida Boater's License Certified
- OSHA compliant training

Travis Schwalm, Field Supervisor

- 6 plus years Industry experience
- Holds a FL Aquatic Applicator's License
- Coral Springs Aquatics Training Course Certified
- First Aid and CPR certified
- Florida Boater's License Certified
- OSHA compliant training
- Oversees and Manages large Aquatic Control Projects that total over 1,000 acres in size
- Oversees and Manages large Mitigation and Exotic Species Removal Projects, including work with the FWC that totals over 1,500 acres in size

Amy Solis, FL Biologist / Operations Supervisor

- M.S. Wildlife Resource Management, West Virginia University
- B.S. Biology, Shepherd College
- 10 yrs industry experience with Clarke
- Holds a Florida Commercial Aquatics Applicator License
- Holds a FL Mosquito Control Director's license and Public Health Applicator licenses in FL and GA
- Certified Mosquito Identification Specialist (Dr. Darsie Course)
- Coral Springs Aquatics Applicator Course Certified
- Certified OSHA, HAZWOPER
- First Aid and CPR certified
- Florida Boater's License Certified
- Supports and maintains aquatics / mosquito control surveillance programs for 5 Clarke offices throughout FL
- Oversees all work and service operations out of the Clarke Kissimmee Office

Frank Clarke, VP Key Accounts

- B.A. Finance, University of Mississippi
- 18 years Industry experience with Clarke
- Holds a FL Mosquito Control Director's license and Public Health Applicator license
- Experienced with working with commissioners, public bids, municipalities, counties, and water management districts on public and private levels

Clark Wood, VP Business Development

- B.S. Biological Sciences, Northern Illinois University
- 39 yrs industry experience with Clarke
- Holds licenses in 36 states
- Certified OSHA HAZWOPER
- Serves as Editor for the AMCA Newsletter
- Member of AMCA

Daniel Schmidt, Operations Supervisor

- 13 years industry experience with Aquatics and Sarasota Mosquito Management including position as Senior Specialist in charge of Special Projects related to reduction of mosquitoes along coast
- 11 yrs industry experience w/Clarke
- Holds a Florida Commercial Aquatics Applicator License
- Holds a FL Mosquito Control Director's license and Public Health Applicator licenses in FL & GA
- Coral Springs Aquatics Applicator Course Certified
- Certified Mosquito Identification (Dr. Darsie Course)
- Aerial Application Course (Clarke Institute of Technology)
- Certified Mosquito Identification Specialist (Dr. Darsie Course)
- Certified OSHA, HAZWOPER
- First Aid and CPR certified
- Florida Boater's License Certified
- Oversees all work and service operations out of the Clarke LaBelle Office

Pete Mantas, Operations Supervisor

- 11 yrs industry experience with Clarke
- Completed FMCA Dodd Course on Introduction to Mosquito Control
- Holds FL Public Health Applicators license
- Coral Springs Aquatics Applicator Course Certified
- Holds a Florida Commercial Aquatics Applicator License
- Certified DOT, HAZMAT, OSHA, and HAZWOPER
- First Aid and CPR certified
- Florida Boater's License Certified
- Schedules and maintains day/night operations for all contracts serviced through our Clarke Kissimmee office

Chris Gallagher, Operations Supervisor

- 8 years Industry experience
- Holds FL Public Health Applicators license
- Coral Springs Aquatics Applicator Course Certified
- Holds a Florida Commercial Aquatics Applicator and Right of Way Licenses
- Certified OSHA and HAZWOPER
- First Aid and CPR certified
- Florida Boater's License Certified
- Oversees all work and service operations out of the Clarke Putnam Office

Todd Trowbridge; Director of Regulatory Affairs

- M.S. Ohio State University
- B.S. Parks College of St. Louis University
- 10 yrs industry experience
- Certified DOT, HAZMAT, OSHA, and HAZWOPER
- Compliance oversight, planning, and training for all operational services within Clarke
- OSHA Hazardous Waste Training Certified
- OSHA HazMat/HazWaste Site Worker
- OSHA 29 CFR 1910.120/1926.65 Certified

Michelle Selander, Midwest Regional Operations Manager

- B.S. Northern Illinois University
- Biology and Geography with Environmental Systems
- 14 years of Industry experience
- Holds licenses in Illinois, Indiana, Wisconsin, Iowa, Missouri, Arizona, Ohio, and Minnesota
- 40-hour HazWoper Certified
- First Aid and CPR certified
- Experience with Rand McNally as an Advanced Digital Cartographer
- Implementation of alternative modes of transportation in order to better serve our customers while reducing our carbon foot print and reducing overall fleet – this included bicycles, electric club cars, and ULV sprayers.
- Design, development, and implementation of technology that is an integrated software package (using handhelds out in the field) that includes GPS navigation and routing, mapping, intelligent scheduling, and real-time reporting. This has allowed the operation to increase productivity and efficiencies of resources (fleet and labor), turn treatment cycles quicker, while managing internal and external customer expectations.

Brett Bultemeier; Water Resource Manager

- PhD from the University of Florida, Agronomy
- M.S. from University of Florida, Agronomy
- B.S. from Manchester College, Biology/Environmental Services
- 11 plus years of aquatic plant management experience
- 2010 Student Board Member of the Aquatic Plant Management Society
- FDACS Herbicide Applicator License in Aquatics, Natural Areas, Right of Way, Turf and Ornamental, Forestry, Research and Demonstration
- Trained applicators throughout the state of Florida at meetings like Aquatic Weed Control Short Course, Dodd Short Course, FAPMS, SEHAC
- Research at UF focused on developing new herbicides and techniques for aquatic plant management, and in aquatic plant physiology and ecology.

Clarke Professional Organizations and Societies

Professional Organization	Acronym
Florida Aquatic Plant Management Society	FAPMS
Aquatic Plant Management Society	APMS
Florida Lake Management Society	FLMS
Central Florida Lake Management Society	CFLMS
Kissimmee Chain of Lakes - InterAgency	
Aquatic Ecosystem Restoration Foundation	AERF
Vice President, Joel Fruendt	
Coral Springs Aquatics Applicator Courses	
Illinois Lakes Management Association	ILMA
Indiana Lakes Management Society	ILMS
Michigan Lakes and Streams Association	MLSA
Michigan Chapter of North American Lakes Management Society	MCNALMS
Wisonsin Lakes (formerly Wisconsin Association of Lakes - WAL)	WL
Midwest Aquatic Plant Management Society	MAPMS
Virginia Lakes and Watershed Association	VLWA
Southeastern Aquatic Plant Management Society	SAPMS

Contract	Location	Description	Contract Start Date	Contract End Date
City of Winter Springs	Winter Springs, FL	Aquatic Vegeation Maintenance	10/1/11	9/30/12
Northern Palm Beach County Improvement District (Ibis)	Palm Beach County	Aquatic Vegeation Maintenance	10/1/11	9/30/12
Northern Palm Beach County Improvement District (Units 1,2,5,7,9,12,24,32,33,49)	Palm Beach County	Aquatic Vegeation Maintenance	10/1/10	9/30/12
Sumter Landing Community Dev. Dist.	Villages, FL	Aquatic Vegeation Maintenance	10/1/10	9/30/12
Village Center Community Dev. Dist.	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village Center Community Dev. Dist.	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village Community Dev. District #1	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village Community Dev. District #2	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village Community Dev. District #3	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village Community Dev. District #4	Villages, FL	Aquatic Vegeation Maintenance	11/1/09	9/30/12
Village of Royal Palm Beach	Royal Palm Beach, FL	Aquatic Vegeation Maintenance	10/1/11	9/30/12
Village of Wellington	Wellington, FL	Aquatic Vegeation Maintenance	10/1/09	9/30/12
Hendry County Special Dist. Office (Sears and Felda Canals)	Hendry County	Aquatic Vegeation Maintenance	11/1/11	10/31/12
Hendry Co Engineer. Dept (Airglades Airport)	Hendry County	Aquatic Vegeation Maintenance	2/3/12	2/2/13
City of Ocala - Stormwater Division	Ocala, FL	Aquatic Vegeation Maintenance	9/20/11	9/30/14
City of Lake Worth	Lake Worth, FL	Aquatic Vegeation Maintenance	2/1/11	12/31/12
City of Hollywood	Hollywood, FL	Mitigation Maintanance	10/24/11	9/30/12
Fish & Wildlife Cons. Com. (HoleyLand)	Broward County	Mitigation Maintanance	10/1/10	6/1/13

Service Contracts Performed For Government Agencies

Boynton Beach
City of Fort Pierce
City of Hollywood
City of Lake Worth
City of Leesburg
City of Longwood
City of Ocala - Stormwater Division
City of Palm Coast
City of Port Orange
City of St. Cloud
City of Sunrise
City of Winter Haven
City of Winter Springs
Coconut Creek
Fish & Wildlife Cons. Com.-HoleyLand
Florida Department of Transportation
Hendry Co Engineer. Dept-Airglades
Hendry County Special Dist. Office
Ibis - Northern Palm Beach Cnty Imp
Northern Palm Beach Co. Improv. Dist
Orange County Water Reclamation Div
Osceola County General Services Div.
Palm Beach Co. Commissioners
Palm Beach County
Pasco County
Port Saint Lucie
Sumter Landing Community Dev. Dist.
The City of Daytona Beach
Town of Callahan
Village Center Community Dev. Dist.
Village Community Dev. District #1
Village Community Dev. District #2
Village Community Dev. District #3
Village Community Dev. District #4
Village of Royal Palm Beach
Village of Wellington

State of Florida

Department of State

I certify from the records of this office that CLARKE AQUATIC SERVICES, INC. is a corporation organized under the laws of Illinois, authorized to transact business in the State of Florida, qualified on March 7, 2008.

The document number of this corporation is F08000001049.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 9, 2010, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirty First day of March, 2010

Secretary of State

Authentication ID: 100173888011-033110-F08000001049

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

TAB # 6

Below is a summary of the questions and comments from Section 27-C (Approach and Methodology). All of these points are covered in the thorough work plan that follows.

- Provide a detailed "Work Plan" which includes the proposer's approach and how it would provide the optimum plant control in the most cost effective manner. Plan should include the following:
- Proposer's ability to treat all sites a minimum of once per month including outbreaks.
    - **This is talked about throughout the work plan. Monthly schedule will follow the work plan.**
- List of equipment and personnel required to perform the contract.
    - **Equipment covered in section 3 of the work plan.**
    - **Personnel covered in section 5.4**
- Paperless Electronic Reporting capabilities including but not limited to:
    - Accurate reports generated by an electronic system which can be sent electronically
        - **See section 2.11**
    - Handheld mobile devices GPS driven
        - **See section 2.11**
    - GPS tracking of technicians with mapped locations upon request
        - See section 5.1
    - NPDES Reporting
        - **Information that is gathered through our electronic reporting system will support the NPDES reporting.**
    - Monthly reporting with highlighted maps
        - **See section 5.1**
- Mapping capabilities including whether the system offers pre and post treatment biomass mapping to show efficacy.
        - **See section 2.3**
- Ability to provide 24 hour response time
        - **See section 2.8**
- Ability to provide Garbage Pickup
        - **See section 2.3**
- Ability to utilize a Precision Submersed Application using adjustable drop line system
    - **Clarke's AquaFlow system is a precision submersed application system. See section 2.3**
- Ability to utilize Variable Flow Applications
    - **Clarke's AquaFlow system has the ability for a variable flow system. See section 2.3**
- Provide any additional information which may support the firm's Approach and Methodology as well as its ability to perform the contract.
    - **The information that is contained within this Tab goes into great detail of Clarke's approach and methodology that is extremely specific to the Village of Wellington waterways.**



Tab # 6

Approach and Methodology (Work Plan)

Prepared For	Copy No.
VILLAGE OF WELLINGTON	ORIGINAL

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1. Project Approach

1.1. Timeline and Commitment of Resources

Clarke, parent company of Clarke Aquatic Services, Inc., has been providing environmental services to municipal governments for over 65 years. Clarke will utilize our existing Wellington office, established in 1998, staffed with Wellington residents and surrounding communities. Our facilities, trucks, boats, assets and personnel are in place and stand by ready to serve the residents of the Village of Wellington. This local facility will function as our command center for operations. In order to best serve the Village, all the facilities, assets, and personnel will remain in place for the duration of the agreement.

KC Sentz, local Control Consultant, and Mark Grundy, our Wellington Operations Supervisor, are the designated operations representatives to work with the Village's public works department. One of the key benefits of contracting with Clarke is the depth of our overall organization including 150 full time personnel and their respective experience and expertise. Mark Grundy and the Village of Wellington will have immediate access to our company-wide resources to help facilitate an efficient and effective program. Departments that will be involved in serving the Village of Wellington are:

- Regulatory Compliance
- Safety
- Biology Department
- Technical Services
- Human Resources
- Information Technologies
- Operations Support
- Equipment Technical Services
- Product Production/Manufacturing
- Finance
- Insurance

Our local facility (Wellington) maintains a sufficient stock of herbicides to meet and/or exceed the Village requirements. In addition, our local Wellington office has the required experience, licensed staff, assets and expertise to implement the specified services.

2. Work Plan

2.1. Objective

To obtain control of invasive and noxious aquatic weeds in the water column, water surface, and shoreline banks up to and including 1 foot from the high water mark of the approximately 90 miles of canals and 530 acres of lakes that comprise Basin "A" and Basin "B" of the Village of Wellington waterways, Rustic Ranches/PTWID, The Village Park Lakes, Peaceful Waters, and Section 24. Clarke will use chemical, mechanical, biological, and manual means to achieve this in the most efficient manner discerned.

2.2. Triploid Grass Carp

Each year of the contract 1500 triploid grass carp ranging in size from 12" to 15" shall be introduced into the Village waterways.

- The carp will be placed in canals in Basins "A" and "B" (1000 in Basin "A" and 500 in Basin "B").
- The grass carp will be purchased from J.M. Malone & Sons, Inc. in Arkansas and transported and installed by them under a survivorship warranty.
- Introduction of these fish will be scheduled to occur during the early winter months to allow time for proper acclimatization, and have the greatest impact on the target aquatic vegetation these fish are aimed to control.



• Figure 1 Wellington Fish Drop

- Clarke operations personnel will meet with the Village inspectors at least 1 month prior to introduction of the fish to decide on the drop locations for these introduced fish. This same strategy will be used each year of the contract until the Village and Clarke staffs have concluded that sufficient quantities of fish have been introduced to control the target aquatic species such as hydrilla.
- Currently, the Village permit for introduction of these fish allows for another 6,000 fish to be introduced into the Village's waterways for the next few years.

2.3. Treatment Strategy for Basin "A" and "B"

Clarke will be dedicating 2 full-time licensed aquatic applicators each week to the servicing of the designated Village waterways, and is more than willing to distribute them according to the bid specifications suggestion (1 man 40 hours in Basin "A" and 1 man 40 hours in Basin "B", Rustic Ranches covered by either one out of these hours). However, through our experience working on the Village waterways we would suggest an alternate arrangement with the same 2 dedicated technicians.

- The core of our strategy is to visit all of the designated Village waterways at least once per month. Therefore achieving a complete cycle of the Village monthly.

- One technician will be dedicated to an Emergent Control Route that will allow him to visit each and every site in the Village during a single month.
    - This route will be based off of GIS maps of the Village prepared by our GIS department in Roselle, IL.
    - Copies of these maps with the areas treated that day colored in will be submitted to the Village Public Works Department daily so they can verify and be informed of the actual areas treated that day.
    - A detailed daily service ticket and sectional sheet will also be submitted daily detailing the actual chemicals and amounts used in those specific waterways that day.
    - The emergent applicator shall treat all emergent or floating vegetation in the waterway up to and including one foot up the bank from the waterline to a maximum height of the high water mark unless requested by the Village to do otherwise.
    - The emergent route technician will further observe every inch of the Village waterways and indicate to the submergent technician where their efforts are needed. This will minimize wasted travel by the submergent technician and maximize the use of their time.
    - The routine and regular work of the emergent technician will maintain the emergent vegetation introduction to the Village waterways to a minimum allowing him time to perform other aesthetic improving activities in the Village waterways such as collecting trash with a trash grabber (located on every boat), treating overhanging and encroaching Brazilian pepper trees into the Village canals, removing large vegetative obstructions in the waterways such as down trees or tree limbs, etc.
    - Additionally, Clarke technicians carry a digital handheld system that each applicator will be using to document the areas treated, map their progress through GPS, and be able to submit this information to the client electronically that day.
- The second technician will be dedicated to a Submergent Control Route that will allow him to visit and treat all problem areas throughout the Village on a bi-weekly basis so as to achieve control and possible eradication of these problem species. This same technician will utilize any extra time available to travel the Village in a pre-selected Gator Route of small problem areas that can be treated more efficiently from the water's edge as opposed to a boat. The use of precise time saving treatment methods such as this one allow for the technicians to accomplish their intended goals on a monthly basis and stay on top of the weed species constantly trying to invade the Village waterways.
    - The same conditions as stated above apply to this technician.
    - The Clarke submergent technician will utilize Clarke Conserve technology in its application of submergent herbicides to Village waterways. This Precision Application System includes the registered and trademarked AquaFlow variable flow control system that automatically controls herbicide applications based on speed and herbicide rates in conjunction with a specialized drop line system that places the chemical in the



exact area looking to be treated, digital mapping of pre and post application plant biomass on a per request basis (no more than twice per year of the Village system without a possible additional charge) of the treated waterbody, and electronic reporting and collection of data to document the precise application.



- Clarke Conserve technology provides electronic mapping of the treatments performed that day. When requested or desired by the Village (up to twice per year at no additional charge) Clarke can use this system to provide pre and post biomass estimates of any given waterway treated to show the efficacy of the treatment and the actual reduction in biomass attained. Please see a sample map that was done for the Village of Royal Palm Beach in the Appendix of this document.

- Hydrilla, will be marked as a stand-out species to be eradicated by the use of Sonar, as requested by the bid specifications, or other chemicals such as Hydrothol 191 or Reward in those areas where irrigation is a concern (which can be an issue in the Village waterways).

- Clarke will implement a work schedule that consists of 4 days of planned routes, longer days, and an open day at the end of the week to make up deviations in the schedule suffered that week.

  - The longer work days will allow for the technicians to complete entire treatment areas in one day as opposed to having to split it up into several days. Each time a site is split up into several days more time is spent on travel and set-up than actual treatment.

  - Clarke implements a weekly maintenance program to keep its equipment up and running at an optimal level.

- Back up staff, made up of 3 qualified licensed technicians from the local office, will be available and on standby to help make up any shortfalls in this schedule.

- The back up staff will also run a Water Lettuce/Algae Control Route weekly throughout the designated Village waterways to assure quick response to these fast growing invasive species and maintain our aesthetically pleasing conditions.

- Rustic Ranches will be visited weekly and treated as needed by one of the dedicated technicians or by back-up staff if needed.

- The back-up technicians will also be used to handle all complaint calls or special requests from the Public Works Department so as to not disrupt the dedicated technicians from their established routes.

- Clarke will have back up equipment at the local office to fill in when the dedicated



• Figure 2 Special Request - Cleaning trash gates for the Village of Wellington before Tropical Storm Fay

equipment breaks down. Additional back up equipment can be incorporated as needed from other surrounding Clarke offices in Florida.

- Mechanical and manual removals are an integral part of any aquatic vegetation control program and will be utilized on an as needed basis by Clarke to maintain the bid specification requirements on a year round basis. The local Clarke office in Wellington currently has a mechanical rake boat available to assist in this work. The hydraulic rake boat can quickly and effectively collect floating matts of vegetation or rake up 4' of vegetation biomass from shallow areas in the Village waterways. It will transport collected vegetation to a designated drop off point where it can be loaded into truck beds and hauled to a proper disposal site.

- Clarke will have access to a pool of temporary labor to assist in this work if the need arises, and will acquire the essential tools and equipment to get the work done efficiently and in a timely manner if they don't already possess them.

- All complaint call responses will be performed within 48 hours of the call. Local operations supervisors will visit the complaint area before and after treatments to verify the work was done, and to determine if the area needs to be placed on the regular problem areas route for additional treatments.

2.4. Treatment Strategy for Rustic Ranches

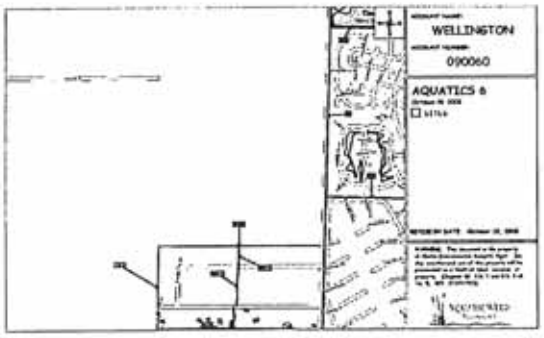
As stated above, 2 qualified aquatic applicators will be dedicated to working on the designated Village waterways at Basins "A" and "B" 40 hours per week each. The area of Rustic Ranches will be visited weekly by one of these applicators and treated according to the following program:

- Rustic Ranches canals will be mapped by our GIS department as a separate section named "Rustic Ranches".

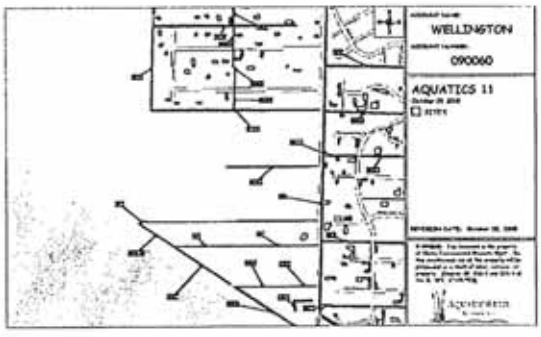
- Emergent and Submergent treatments will be done bi-weekly, alternating from week to week.

- Treatments in Rustic Ranches will take up to 10 hours.

- The shallow waters of some canals in this area, such as C-F(S), will require treatment by gator.



• Figure 3 Rustic Ranches Map 1



• Figure 4 Rustic Ranches Map 2

- Identified problem species in this area, such as hydrilla, will be marked for eradication with the use of Sonar, as the bid specifications require, or other chemicals such as Hydrothol 191 or Reward where irrigation issues may arise. Rustic Ranches may be a good candidate for

Sonar treatments as the residents there mainly use wells for their irrigation. However, currently the canals are being used for drainage as part of the mitigation area construction, and this will impede the proper and effective use of Sonar in the affected waterways.

- All other aspects of the treatment of canals in Rustic Ranches will follow the same steps as specified in the treatment program for Basins "A" & "B".

2.5. Treatment strategy for the Village Park

The 4 lakes in the Village Park will be treated by the emergent technician on a monthly basis while performing the scheduled treatments of the Village waterbodies. The main issues in these lakes are water lettuce and water hyacinth that appear every once and a while. The submergent technician will visit these lakes a second time throughout the month to verify that no hydrilla or other submergent is appearing and treat it before it becomes established if observed.

2.6. Treatment strategy for Peaceful Waters

- The Peaceful Waters preserve will be visited and treated on a monthly basis to be maintained free of exotic invasive and noxious weeds. Currently the site is densely covered by water lettuce and water hyacinth as well as having sprouts of primrose willow and other species invading the upland areas.



- A licensed aquatics applicator with a natural areas category along with a group of 2-4 qualified technicians will visit the site every month to treat all floating and submergent vegetation in the water bodies, and remove all exotic invasive species, as designated by the FLEPPC category I and II list, from the upland areas.

- Equipment specifically designed for shallow areas such as skiffs with Go-devils or airboats will be used to apply herbicides to the waterways of the site. Foliar applications from backpacks as well as cut & stump treatment methods with Garlon 4 will used to remove the exotic invasive species encountered on the upland portions of the site. Adjuvants and dyes shall be used to minimize damage to non-target species.

- Photographs and electronic data shall be collected during each monthly treatment period to document the site conditions and the applications made.

2.7. Treatment strategy for the Wellington Environmental Preserve Section 24

There are 2 service options for Section 24 in this contract:

- Option 2: Treat the approximately 260 acres of waterways for both emergent and submergent exotic invasive species.
    - Clarke will keep the waterways with less than 5% coverage by exotic invasive species, as designated in the FLEPPC category I and II lists, on a monthly basis.

- Clarke technicians will utilize shallow riding equipment such as skiffs with go-devil outboards or airboats to apply herbicides in these waters.

- 2 separate licensed technicians will be utilized each month. One will focus on emergent species while the other visits the site on a bi-weekly basis spot treating submergent vegetation as it appears.

- Current observations revealed a strong stand of cattails throughout the waterway as well as stands of Chara and other submergents in the waterway. These invasive species will be treated aggressively from the beginning of the contract until they are relatively eradicated from the area. At that point, technicians will visit the site and treat all acreage at least once per month or as often as needed to maintain the area free of these invasive species and achieve the Village's expectation of aesthetics for this natural area.



- In the event spot treatment of submergent species proves ineffective in this environment, Clarke will be prepared to use the newest herbicides and active ingredients available and approved for use in Florida waterways. Clarke's internal staff of biologists with strong ties to the University of Florida is constantly in the loop of new chemistries being reviewed and introduced for use in Florida. They maintain our operations staff updated with these new chemistries as well as new application methodologies and uses of herbicides already in the market.

- Option 1: Complete maintenance (approximately 355 acres) of the Section 24 site. This includes maintenance of the mowing zones; the upland planted areas, the upland islands, as well as the waterways.

  - Clarke will utilize the same methods stated above for the waterways.

  - The upland areas will be divided into 3 sections: the mowing sites, the upland planted areas, and the upland islands.

  - Mowing:

    - The mowing areas, approximately 50 acres, will be mowed with 50" mowers or larger a minimum of once per month to a grass height of around 4" to keep cover dense enough to prevent erosion. During the summer months more mowing cycles may be necessary to keep grass growth to within acceptable levels. These levels will be reviewed with Village personnel and Clarke will adjust as needed to meet the Village's requirements. All mowing operations will be completed within one week's time to keep the entire site looking relatively the same unless the schedule is disrupted by unseen circumstances.

    - Clarke will furnish 2-6 trained technicians to perform these duties which will include mowing turf areas, edging, tree trimming, cleaning of fence lines, trash collection, and other work as required by the contract specifications. Clarke intends to run at least two separate crews each day to get the

required work completed within the allotted time. Each crew will be supervised by at least one experienced licensed technician. Each crew will have at least (1) 50" blade mulching mower, a power edger, weed eater and various tools to complete the other assigned tasks.

- While the mower handles the turf areas the other workers will separate and take care of the other assigned tasks needing attention at each site. This includes edging sidewalk areas, drainage structures, curbs and paved areas. Fences, guardrails, light poles, tree trunks, and other structural features within the work areas shall be maintained free of vegetation either by hand removal or use of spot herbicidal applications. All debris encountered at the site and created through these operations shall be removed from the site to an approved facility. Grass clippings will be blown off paved areas and sidewalks, but special care will be taken to avoid blowing them into drainage structures or culvert ends.

- The mowers will cut the turf to a height of 4" to 4.5". Dry retention areas while wet shall be trimmed with weed eaters to a height of 4" above the water line. Care shall be taken at all times to minimize damage to the turf or creation of ruts. Any damage not expected from the work being performed shall be repaired immediately or as soon as possible by the contractor at no expense to the Village.

- A photo record of the sites being mowed shall be collected prior to commencing work and after work is completed. A digital record of the work performed that day shall be completed by the technician on the smart phones carried by each. This shall include the time work began, the time work was completed, the site conditions, and the specifics of the treatment. This information will be available to the Village and submitted to the Village within 24-48 hours from when the work was completed.

- The upland mainland areas:

  - The upland mainland areas will be serviced by an experienced, natural areas licensed Clarke technician along with 2-6 qualified, experienced laborers. The approximately 50 acres of planted mainland area will be traversed in its entirety a minimum of once per month to be maintained free of exotic and noxious invasive species. Crew sizes may vary and even be larger than the above mentioned depending on the level of infestation in the natural areas requested to be treated.

  - Weed eaters, backpack sprayers, machetes, chainsaws, and manual removal will be used to keep the area free of these invasive and minimize damage to non-target species. The goal is to treat these areas often enough to eradicate invasive species before they become established and start producing seed and propagating throughout the area. In turn this will allow the planted species to survive and fill in the area more and more. Removed material will be collected and disposed of at a proper facility.

  - Clarke technicians will be equipped with smartphones loaded with a University of Florida or equivalent plant ID application that will assist them in properly identifying the species they encounter. This will help minimize any misapplications or damage to desired species.

- Clarke will be ready and willing to supply and use mechanical equipment in those instances where it is deemed necessary and prudent, but only after securing the approval and consent of the Village.

- The work crews will carefully and methodically work to walk the entire assigned treatment area maintaining a 5'-10' spacing between each worker so as to minimize any missed invasive plants and damage to the natural area. Work crews will seek out and treat all plants found on the latest version of the FLEPPC list of category I and II invasive species. Grasses, broadleaf plants, low-lying shrubbery, and such plants will have as many of their leaves as possible treated with a foliar spray mixture (including a tracer dye) from the backpack sprayers while the technicians take extra care to avoid any off-target damage. Vines will be pulled down, placed in a pile or severed 3' above ground level and have the accumulated portion sprayed by a 3 – 5% glyphosate mixture (including a tracer dye). Woody species and larger shrubs will be cut down and have their stumps treated with a triclopyr mixture (including a tracer dye) within 10 minutes of being cut. All chemical mixing shall be performed off-site. No chemical containers will be left on site at any time.

- If the treatment method to be used includes removal of material these will be removed from site within 2 days of treatment and disposed of properly. All procedures to be used in these natural areas shall be discussed with the Village contact and approved prior to work commencing. A photo record of the denser areas to receive treatment shall be collected prior and post treatment to document the work performed. A digital record of the visit shall be documented via the use of the smart phones provided to each technician and should include time work began, time work completed, site conditions, and specifics of the treatment. These records will be available and submitted to the Village within 24-48 hours of treatment.

- Upland Islands:

  - The upland islands will be treated by a similar crew once per month and to the same degree as the upland mainland areas. Airboats or skiffs with Go-devils will be used to transport the treatment crews and to haul the removed material to the mainland areas for transportation to an approved disposal facility. Foliar applications with glyphosate herbicides, cut & stump treatments, and basal bark treatments with Garlon 4 may be used in the treatment of exotic invasive species in these areas.

  - Photographs and electronic documentation of the monthly applications will be collected and submitted to the Village personnel on a monthly basis.

2.8. Scheduling

Clarke will work closely with the Public Works Department personnel, specifically Terry Narrow, to check in daily at the beginning and end of each daily shift. Clarke is more than willing to comply with any strict time schedule guidelines required by the Village. However, Clarke would suggest working longer days to allow for more efficient and effective completion of daily work schedules. In our experience the size and length of some of the canals in the Village are better suited to a long day of work so as to be completed in full by the end of the day instead of having to expend valuable time travelling from site to site. The access points to some of the designated Village waterways can be

restrictive and challenging and lend to long travel times if the technician needs to return to a point he was forced to stop work just to meet an early stop time. This work parameter is a valuable factor in our ability to cycle the entire Village in a month's time as opposed to 2-3 months as was done in previous years.



• Figure 3 Monthly Schedule

Communication to the Village will be as follows:

- A work plan will be submitted to the Village's Surface Water Management Supervisor for approval the week prior to the start of each new month.
- Weekly updated schedules will be submitted via e-mail by Friday of each week to cover any changes or adjustments to the schedule.

Daily communications will be made from the Clarke Operations Supervisor to the Village, any changes or adjustments with that week's schedule so as to make the Village personnel aware of where work is actually being done on a day to day basis.

2.9. Complaint Calls

When necessary Clarke personnel will respond to complaint calls as directed by the bid specifications, by calling the complaining homeowner, informing them of the date and time a technician will visit the complaint area for treatment, and calling the homeowner and Public Works once the complaint service is completed. Clarke will respond to complaint calls within 24 hours unless extraordinary circumstances prevent that from occurring. All complaint call services will be documented and communicated to Village personnel for analysis and discussion as they can be an indication to greater issues in the Village waterways. Complaint calls will be addressed by the back-up licensed and qualified technicians available in the local office, and shall at no time interfere with the regularly scheduled activities set for that day in the Village.

2.10. Safety

- Safety is a #1 priority at Clarke and plays an integral role in the fulfillment of the work schedule being suggested to the Village.
    - Safety meetings are held weekly
    - Improvements in safety procedures and equipment are implemented regularly to keep the applicators working consistently and in a safe and comfortable environment.
    - This allows our applicators to be as efficient and effective as possible while working longer days.
    - Our boats are equipped with fire extinguishers, first aid kits, eye wash bottles, life preservers, whistles, bimini tops, comfortable seats with back rests, and slip resistant flooring.
    - At least once per year corporate safety personnel perform site inspections to verify the quality of the local safety program and its implementation.

2.11. Communications

Communication is key to maintaining a successful aquatics program. All technicians on site will have a GPS tracking/wi-fi smartphone with them at all times, even while in a boat, gator or other piece of equipment. They will be in daily contact with the designated field supervisor and the Village contact if he/she so desires. The Clarke designated field supervisor will be in daily if not at least weekly contact with the Village contact informing them of the schedule progress, any adjustments being made, and submitting treatment reports and inspection logs. Schedule adjustments and treatment procedures will be discussed and verified with the Village so as to coordinate with special events, unexpected occurrences, outbreaks, and other such issues that may arise during the contract period. Clarke strives to reach a strong professional working relationship with its clients in a partnership effort to reach our combined goals. At the end of each treatment day the treatment data will be e-mailed directly to the Village contact within a 24 hour period so that they may be constantly informed of the chemicals administered to their areas. The local operations supervisor and control consultants will be monitoring communications between the service personnel and the Village to assure that these channels are open and being used effectively. In the event an emergency treatment, outbreak, or complaint call surfaces that requires immediate attention the field supervisor shall contact the local operations supervisor to have additional resources allocated to these areas so as to not disrupt the established monthly schedule. Any disruptions of the set monthly schedule will be done with the express authorization of the Village. KC Sentz, the contract control consultant, will serve as a secondary communication venue assuring that this program is working as intended and that communication between Clarke and the client is consistent, constant, and effective.



Clarke personnel will carry themselves in a professional and courteous manner at all times when on the site, in any communication with Village personnel, or in any exchange with local citizens. All queries and questions regarding the work being performed in the sites under this contract will be forwarded to the appropriate Village personnel. Clarke personnel will have no involvement with the media in relation to this site unless under express request by the Village.

2.12. Lapse in service

Clarke will continue with its current ongoing schedule once the contract is awarded and avoid any lapse in service so as to continue with or improve the current level of control in the designated Village waterways. Work will continue uninterrupted or be stepped up if deemed necessary by the Village Public Works Department to reach and assure the required 80% level of control or better.

3. Equipment

3.1. Equipment used for requested services

- (4) 2003 or better Chevy 2500 4x4 pick-up trucks
- (2) 12' Carolina Skiffs, equipped with 50 gallon tank and spray pump systems, a transfer pump, drop line systems, shade tops, and either a 9 hp outboard or a Go-Devil motor (ideal for shallow areas). Come with heavy duty steel trailers with 15" tires or better for the Villages steep canal banks.
- (1) John Deere Gator with 50 gallon tank and spray pump system.

- (1) 8' Bass boat with a 15 gallon tank, electric spray system, and 350 lbs. thrust trolling motor (for those hard to reach areas).
- Water testing kit (Temperature, DO, pH, hardness, nitrates, and nitrites)
- (4) Aluminum weed rakes
- 16' hydraulic rake boat (the "terminator")
- (1) 16' Conserve boat (aluminum)
- (2) 14' aluminum airboat
- (1) 10' Jon boat with 25 gallon spray system
- (2) Dixie Chopper 54" zero turn mowers
- (4) Stihl professional weedeaters
- (2) Stihl edgers
- (2) Stihl professional hedge trimmers



• Figure 4 Carolina Skiff with Go-Devil

3.2. Back-up equipment

- Local:
  - (1) 12' Carolina Skiff equally equipped
  - (1) 14' Carolina Skiff with 20 hp Johnson outboard
  - (2) 2003 or better Chevy pick-up trucks
- Florida Offices (nearby):
  - (2) 14' Airboats equipped with similar spray equipment
  - (3) 12' Carolina Skiffs equally equipped as those above, with outboard motors or Go-Devil motors.
  - (3) John Deere Gators equally equipped as the one above
  - (10) Chevy 4x4 trucks
  - (1) 8' Bass boat equally equipped as the one above.
  - (1) 10' Gunnee boat equipped with spray system and outboard motor.
  - (1) Weedrazor
  - (1) Aquatic Weed Trimmer



• Figure 5 Airboat

4. Chemicals and Substances Used

All listed invasive aquatic weeds in the bid specifications and others deemed detrimental to the Village waterway systems shall be controlled by EPA registered and Florida approved chemicals or other means as deemed necessary throughout the year. Sonar will be used where label appropriate to treat infestations of hydrilla found in the designated Village waterways.

Clarke proposes to use the following list of chemicals to control invasive aquatic species in the designated Village waterways all year round:

- Sonar A.S.
- Whitecap SC
- Hydrothol 191, liquid
- Hydrothol 191, granular
- Refuge
- Reward
- DMA IV
- Current
- Copper Sulfate fines
- Cygnet Plus
- Poly Control II
- TopFilm
- Navigate
- Tribune
- Clipper



• Figure 6 Sample Label (Clipper)

As new chemicals enter the market both approved by EPA and the State of Florida, Clarke will present these options to the Village Public Works Department for approval prior to use in the designated Village waterways. All work performed in the designated Village waterways shall be performed under the direct supervision of a Florida state licensed aquatics applicator. Clarke will be responsible for filing the yearly reports required by DEP, and in keeping the Village informed on a daily, weekly, and monthly basis of the chemicals being introduced into its waterways.

All the chemicals presented in the list above are approved for aquatic uses by the EPA and the State of Florida. No substitutes will be used without prior approval of the Public Works Department, and any of those substitutes shall equally have been approved for aquatic use by the EPA and State of Florida prior to their use in the designated Village waterways. These chemicals used in the correct manner and in strict accordance with label instructions shall pose no threat to fish, other wildlife, or landscaped areas in the Village waterways.

In compliance with State of Florida regulations, chemicals and substances used in the performance of this contract will be accompanied by Material Safety Data Sheets (MSDS). The MSDS will include the following information:

- The chemical name and the common name of the toxic substance.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including the appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.

- Description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- The hazards or other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity, and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.

5. Reporting and Quality Control

5.1. Daily and Weekly Reports

The Clarke Operations Supervisor will submit a daily report with all of the DEP required information, including but not limited to, the following information:



• Figure 7 Sample of the Daily Job Ticket

- Identity of the application
- Quantity and type of chemicals applied
- Map showing the areas treated and the acreage covered
- An assessment of the status of noxious aquatic plants in the areas treated that day
- Daily water test results (indicating dissolved oxygen, water temperature, and pH levels), wildlife observations, targeted plants and comments on trash removal
- Notes on any follow up treatment that will be required along with the projected date of follow up application
- Identity of inaccessible areas and items in the water which require extra manpower and/or equipment for removal
- Clarke will submit hardcopy reporting via e-mail to the Village contact on a daily basis or as requested by the Village contact. These reports will contain the above information and include Clarke GIS maps highlighting the actual areas treated that day.
- Each Clarke applicator shall carry a GPS tracking smartphone on their persons at all times when performing work for the Village. With these phones Clarke is able to provide electronic mapping of the technicians treatments on a per day basis upon request. A paperless electronic report documenting the day's activities will also be sent to the Village contact if he or she desires. This electronic data and hardcopy data shall be compiled on a monthly basis and submitted to the Village contact at the end of each and every month to document the necessary NPDES information.

5.2. Door-tag Notification

A door-tag notification will be provided via email. Door-tag Notifications are not full monthly or weekly reports, merely a way of letting a Customer know that we (Clarke) were on-site and performed work. In the case of aquatics, it enables Clarke to notify the Customer of the herbicides applied and the restrictions legally required on their end to comply with. Door-tag Notifications would be sent-out whenever an Applicator has been to the site and reported through the smartphones by the Supervisor accepting the treatment and approving the job (should be that night or the next day on average).

An example of a Doortag Notification is below:

Property Name: Northern Palm Beach County Improvement District Unit #11
A representative from Clarke Aquatic Services inspected your property on 10/15/2011.

Pond/Lake #	Material Detail	Qty	Unit Of Measure	Usage restriction(s) in days		
				Swimming	Irrigation	Fish Consumption
010-0009	Copper Sulfate Fine	15.00	Lbs	0	0	0
010-0009	POLYCONTROL	2.00	Oz	0	0	0
010-0009	Reward	0.23	Gal	0	3	0
016-0005	IVM DMA 4 Liquid 2,4-D	0.08	Gal	0	21	0
016-0005	Reward	0.08	Gal	0	3	0
016-0005	Top Film	2.00	Oz	0	0	0

Thank you for the opportunity to be of service.

Please **Do Not** Reply To This Email.

Feel free to contact your control consultant listed below for all you're your needs or questions

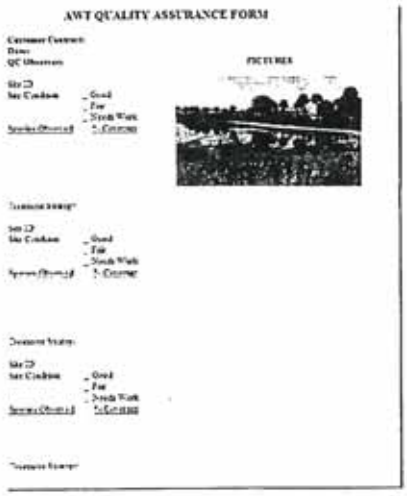
KC Sentz (561) 951-0920 ksentz@clarke.com

Clarke Aquatic Services
Aquatic Plant & Algae Management | Aeration Systems | Fountain Winterization | Mosquito Control
3132 Fortune Way, Suite D-8, Wellington, FL 33414
Phone: 800-443-2034 Fax: 561-290-1562

5.3. Quality Control

Clarke is committed to providing a quality service to its clients and therefore conducts **monthly** quality control surveys of the sites being serviced. These quality control reports will identify:

- Each site
- The detail of the invasive species observed and their coverage
- The conditions of the water body (along with photos)


AWT QUALITY ASSURANCE FORM

PICTURES

• Figure 8 Quality Assurance Form

- The treatment strategy to follow for the next few months.

This report will be submitted to the Village's Surface Water Management Supervisor the last week of every month.

Each month the local Clarke Operations Supervisor will conduct a site visit to the designated Village waterways along with the Village's Surface Water Management Supervisor to estimate the current condition of the waterways and identify areas that require additional treatments to satisfy the contract required 80% level of control within the allotted contract period.

5.4. Clarke Personnel

- List of Personnel/Resumes to perform the work:
    - Project Sueprvision/Quality Control: Mark Grundy
    - Field Operations Supervisor: Travis Schwalm
    - Natural Areas Technician: James Bardin
    - Aquatics Applicators: Richard Hoffman and Taylor West
    - Natural Area Labor Crews: Signature Staffing (pull description for Martin County)

5.5. Clarke Personnel Appearance

All Clarke personnel are required to wear a strict dress code including a logo indentifying long sleeved shirt, long pants, and work boots all in good clean condition and properly maintained while working in the designated Village waterways. They are further instructed to always conduct themselves in a professional and courteous manner when approached by Village residents with inquiries or comments or working in the Village waterways.

6. Licenses and Permits

Clarke will adhere to all local, County, State, and federal regulations and permits in the persecution of the work to be performed under this contract. Any additional permits required for the persecution f the work under this contract will be the responsibility of Clarke to acquire. Clarke will keep daily records for the yearly DEP operations report and present these to the agency by its required due date to assure compliance with the Village permit. Clarke will follow all requirements and stipulations of the Village's fish stocking permit to assure proper compliance.



• Figure 9 Wellington Fish Stocking Permit

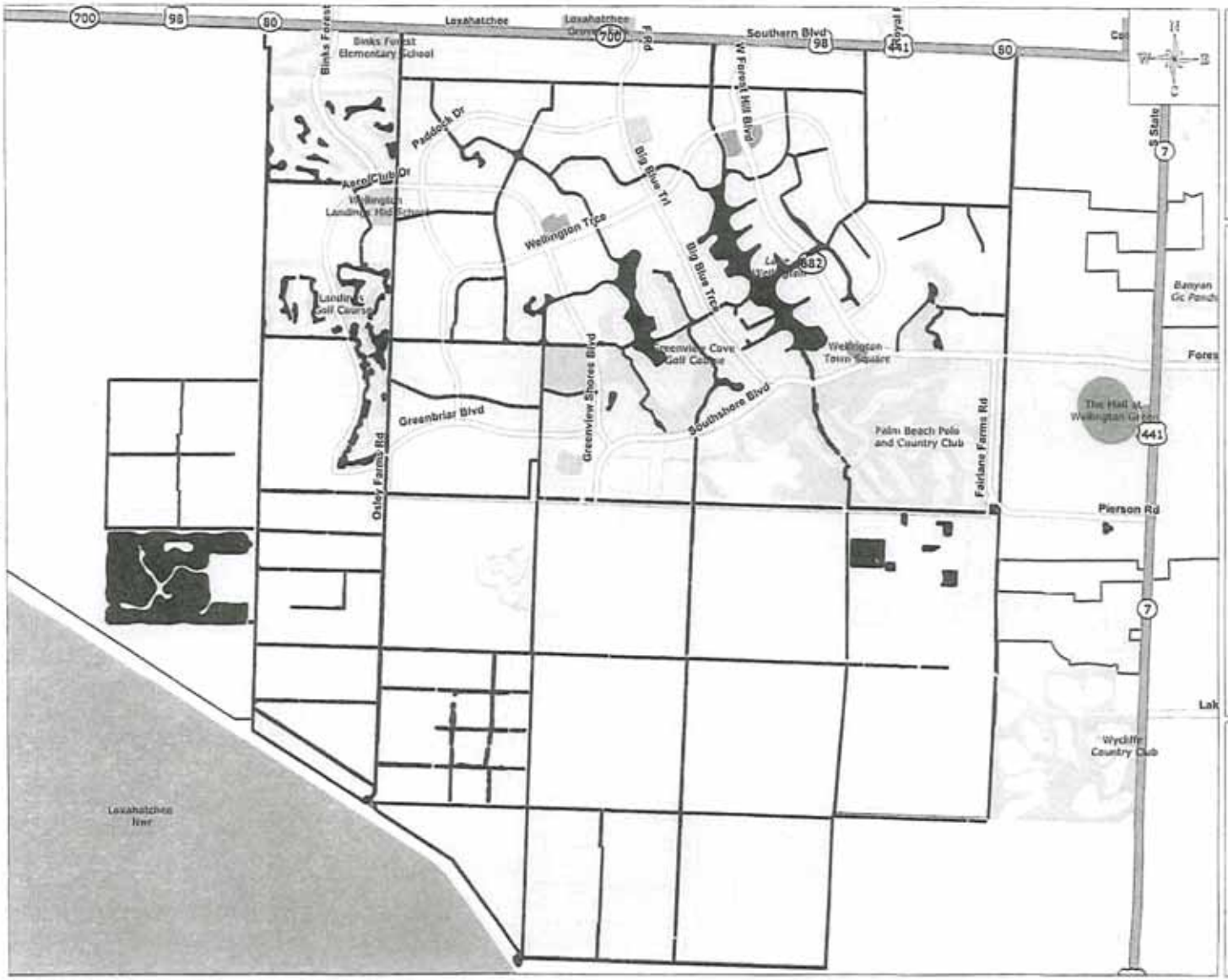
APPENDIX



• Figure 14 Aquatics Locator Map



• Figure 15 Aquatics Sectional Map



VILLAGE OF WELLINGTON

AQUATIC TREATMENT AREAS

■ SITES

DATE: August 27, 2012

WARNING: This document is the property of Clarke Environmental Mosquito Mgmt., Inc. Any unauthorized use of this property will be prosecuted as a theft of labor, services, or property. (Chapter 38, §16-1 and §16-3 of the IL. REV. STATUTES)

clarke

August 2012

August 2012

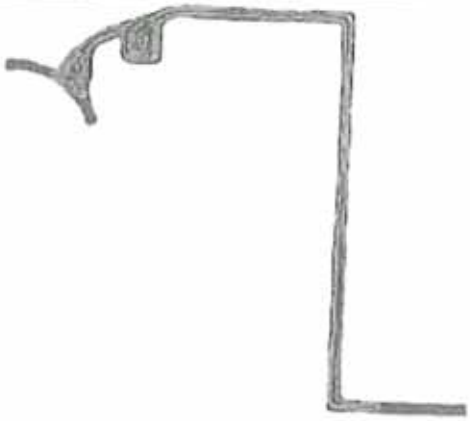
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

	Monday	Tuesday	Wednesday	Thursday	Friday
Jul 30 - Aug 3	**Jul 30**	**31**	**Aug 1**	**2**	**3**
			7:00am 5:00pm Wellington - C-1 (Ju) 7:00am 5:00pm Wellington - Sec 5 (T)	7:00am 5:00pm Wellington - Lakefields (R) 7:00am 5:00pm Wellington Submergent Route - Basin (B)	7:00am 5:00pm Wellington - Make up
Aug 6 - 10	**6**	**7**	**8**	**9**	**10**
	7:00am 5:00pm Section 24 - Mowing 7:00am 5:00pm Wellington - C-7/6 (D) 7:00am 5:00pm Wellington Gator Route	7:00am 5:00pm Section 24 - Mowing 7:00am 5:00pm Wellington - C-9/Binks/Vpark (D) 7:00am 5:00pm Wellington Submergent Route - Basin (A)	7:00am 5:00pm Section 24 - Mowing 7:00am 5:00pm Wellington - Lk Well (Ju) 7:00am 5:00pm Wellington - Sec 2 (T)	7:00am 5:00pm Section 24 - Mowing 7:00am 5:00pm Wellington Submergent Route - Basin (B) 7:00am 3:00pm Wellington - Rustic Ranch (R)	7:00am 5:00pm Section 24 - Mowing 7:00am 5:00pm Wellington - Make up
Aug 13 - 17	**13**	**14**	**15**	**16**	**17**
	7:00am 5:00pm Section 24 - Upland Mainland 7:00am 5:00pm Wellington - C-4 (D) 7:00am 5:00pm Wellington Gator Route	7:00am 5:00pm Section 24 - Upland Mainland 7:00am 5:00pm Wellington - Sec 3 (D) 7:00am 5:00pm Wellington Submergent Route - Basin (A)	7:00am 5:00pm Section 24 - Upland Mainland 7:00am 5:00pm Wellington - C-23 (T) 7:00am 5:00pm Wellington - C-27/C4/C26/C6 (Ju)	7:00am 5:00pm Section 24 - Upland Mainland 7:00am 5:00pm Wellington - Lakefields (R) 7:00am 5:00pm Wellington Submergent Route - Basin (B)	7:00am 5:00pm Section 24 - Upland Mainland 7:00am 5:00pm Wellington - Make up
Aug 20 - 24	**20**	**21**	**22**	**23**	**24**
	7:00am 5:00pm Section 24 - Upland Islands 7:00am 5:00pm Wellington - C-2 (D) 7:00am 5:00pm Wellington Gator Route	7:00am 5:00pm Section 24 - Upland Islands 7:00am 5:00pm Wellington - Sec 1 (D) 7:00am 5:00pm Wellington Submergent Route - Basin (A)	7:00am 5:00pm Section 24 - Upland Islands 7:00am 5:00pm Wellington - C-8 (Ju) 7:00am 5:00pm Wellington - Lk GVS (T)	7:00am 5:00pm Section 24 - Upland Islands 7:00am 5:00pm Wellington Submergent Route - Basin (B) 7:00am 3:00pm Wellington - Rustic Ranch (R)	7:00am 5:00pm Section 24 - Upland Islands 7:00am 5:00pm Wellington - Make up
Aug 27 - 31	**27**	**28**	**29**	**30**	**31**
	7:00am 5:00pm Section 24 - Waterway Treatments 7:00am 5:00pm Wellington - C-24 (D) 7:00am 5:00pm Wellington Gator Route	7:00am 5:00pm Section 24 - Waterway Treatments 7:00am 5:00pm Wellington - C-25 (D) 7:00am 5:00pm Wellington Submergent Route - Basin (A)	7:00am 5:00pm Section 24 - Waterway Treatments 7:00am 5:00pm Wellington - Peaceful Waters 7:00am 5:00pm Wellington - Village Park	7:00am 5:00pm Section 24 - Waterway Treatments 7:00am 5:00pm Wellington - Lakefields (R) 7:00am 5:00pm Wellington Submergent Route - Basin (B)	7:00am 5:00pm Section 24 - Waterway Treatments 7:00am 5:00pm Wellington - Make up

The next 4 pages are an example of a mapping sample we did for the Village of Royal Palm Beach.



Florida Canal
Palm Beach County, Florida

Gathered On:	10/27/2011 11:23:23 AM
High Water Temp:	79.65° F
Low Water Temp:	77.27° F
Estimated Area Covered:	6.69 acres
Estimated Volume Covered:	27771.17 cu. m
Gathered By:	
Generated On:	10/31/2011 4:36:53 PM
Additional Links:	View Sonar Recording View More Statistics

Start Lat/Lon: 26.70568848, -80.21766663
End Lat/Lon: 26.70588112, -80.21775055

Report URL:
http://www.cibiobase.com/Reports/1368df10-22d6-4f18-b43c-0706c6370855/report.htm

Transect Summary

	PAC	Average BV	Depth Range	Average Depth	Distance	No. Points
Transect 1	58.82%	53.46%	0.31-2.36 m	1.1 m	4.044 km	1310

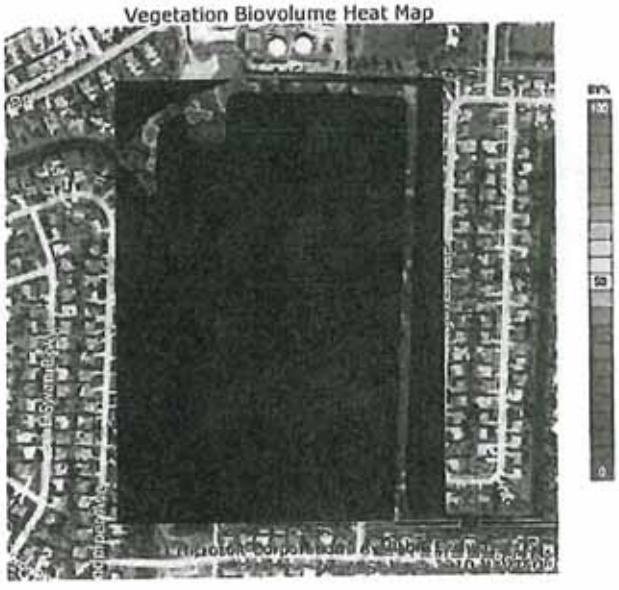
Additional Information

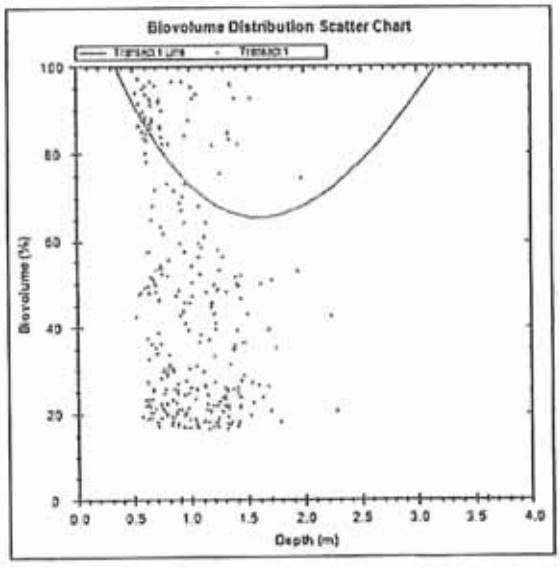
No additional information

Biovolume Analysis

	0% - 5%	5% - 20%	20% - 40%	40% - 60%	60% - 80%	>80%
Transect 1	41.15%	17.56%	8.24%	4.66%	7.94%	20.46%

Vegetation Biovolume Heat Map





More Charts...

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Keyword Definitions



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You're logged in as: jstoltzner@clarke.com Logout

Home Contact Us

Now In: View Trip

Actions: View Map and Data

View Map & Sonar | View/Edit Data | Trip Reprocessing | Merge Trips | Export Data



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Actions: View Map and Data

View Map & Sonar | View/Edit Data | Trip Reprocessing | Merge Trips | Export Data



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TAB # 7

REFERENCE FORM (TAB #7)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name: Northern Palm Beach County Improvement District		
Address: 359 Hiatt Drive		
Palm Beach Gardens, FL 33418		
Contact Name: Randy Cross		
Phone: (561) 718-1218	Fax: (561) 624-7839	E-Mail: randy@npbcid.org
Company Name: City of Port Saint Lucie		
Address: 1301 Southeast Lyngate Drive		
Port Saint Lucie, FL		
Contact Name: Mike Kendrick		
Phone: (772) 370-3901	Fax:	E-Mail: mkendrick@cityofpsl.com
Company Name: Village of Wellington		
Address: 14001 Pierson Road		
Wellington, FL 33414		
Contact Name: Bill Conerly		
Phone: (561) 281-8686	Fax: (561) 904-5843	E-Mail: bconerly@wellingtonfl.gov
Company Name: Florida Fish and Wildlife Conservation Commission		
Address: 10088 NW 53rd Street		
Sunrise, FL 33351		
Contact Name: Daniel Mitchell		
Phone: (954) 746-1789	Fax: (954) 746-1791	E-Mail: daniel.mitchell@myfwc.com

Florida Fish
and Wildlife
Conservation
Commission

Commissioners
Rodney Barreto
Chairman
Miami

Richard A. Corbett
Vice Chairman
Tampa

Kathy Barco
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Dwight Stephenson
Delray Beach

Kenneth W. Wright
Winter Park

Brian S. Yablonski
Tallahassee

Executive Staff
Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Hunting and Game
Management
Diane Roth Eggeman
Director

(850) 488-3831
(850) 921-7793 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

May 16, 2011

To whom it may concern,

This letter is intended to present my recommendation of Clarke Aquatics, Inc.'s performance with exotic vegetation treatment in the Holey Land Wildlife Management Area from October 11th, 2010 to present date. This 1,200 acre (tree islands/hydric forest) project contains infestations of Brazilian pepper and Lygodium ranging from scattered to dense and is extremely challenging to access. As project manager, I have been extremely pleased with their level of professionalism, organization, and quality assurance. Additionally, their ability to work independently has made a project of this scale much more manageable. I would not hesitate if given the opportunity to work with their company again.

Sincerely,



Daniel Mitchell
Fisheries and Wildlife Biological Scientist III
Holey Land and Rotenberger WMAs
(954) 746-1789 Ext. 111

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32119
TELEPHONE 904-756-5200
FAX 904-756-5290

August 3, 2011

Clarke Aquatic Services Inc.
16308 Collections Center Drive
Chicago, IL 60693

To Whom It May Concern,

Clarke Aquatic Services Inc. has been our sole contractor for aquatic weed control since 2009. Their current contract requires monthly visits to 85 sites, totaling 110 acres, which range from ditches to lakes and retention ponds.

Clarke Aquatic Services has proven to be a reliable contractor whose staff is knowledgeable, conscientious and courteous.

Whenever circumstances have required an adjustment in scheduling or treatment method, Clarke staff has always been very accommodating in every respect. I give them my highest recommendation.

Sincerely,

Chris Kucera
Contract Administrator

CK/kc

VERONAWALK
VeronaWalk Homeowners Association, Inc.
8090 Sorrento Lane, Suite 1, Naples, Fl 34114
Office of the Town Center Manager Phone: 239-774-0026 Fax: 239-430-0022

July 18, 2011

To whom it may concern,

This letter is intended to present my recommendation of Clarke Aquatics, Inc. We have been under contract with Clarke Aquatics for the mosquito management program and lake maintenance for the Verona Walk Residents' Association from May, 2008 through the present.

Clarke Aquatics reached out and partnered with the University of Florida for specialized treatment of specific invasive species such as Limnophila sessiliflora (Asian Marshweed). These nuisance species present the most extreme challenges for containment and eradication and Clarke employs the most advanced technology according to the latest research of university scholars.

I also have the highest of praises for their team's responsiveness and communications. Without exception, a simple brief email produces immediate and effective results.

As the town center manager for Verona Walk, I have been extremely satisfied with the performance, dedication and quality assurance of Fred Hankins, Lori Clemence, and all their staff associates.

I highly recommend them for their delivery of top quality service for any organization.

Sincerely,

Lynn Ross

Lynn A. Ross
Verona Walk Town Manager

TAB # 8

DRUG FREE WORKPLACE (TAB #8)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by Wellington for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Vendor's Signature

TAB # 9

LOCAL PREFERENCE APPLICATION (TAB #9)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☒ Western Communities Local Business

[X] Palm Beach County Local Business

[ ] Subcontractor Utilization

1. The name of the business is:
Clarke Aquatic Services, Inc.

2. The address of the business is:
3125 Fortune Way, Suite 21, Wellington, FL 33414

3. How long has the business been located at its current address:
16 months 5 plus years within Wellington

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

6. The previous address of the business is:

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County [X] (2) the following municipality: Village of Wellington (3) located in unincorporated Palm Beach County: [ ]

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 13-4306095

Applicants Business Address 3125 Fortune Way, Suite 21

Wellington, FL 33414

KC Sentz

(Remainder of page left blank intentionally)

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.taxcollectorpbc.com Tel: (561) 355-2272

"LOCATED AT"
3132 FORTUNE WAY #D8
WELLINGTON, FL 33414-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
55-0001 ADMINISTRATIVE OFFICE	CLARKE JOHN L III PRES		U11.522118 - 09/30/11	$33.00	B40086204

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2011/2012 LOCAL BUSINESS TAX RECEIPT

CLARKE MOSQUITO CONTROL PRODUCTS INC
CLARKE MOSQUITO CONTROL PRODUCTS INC
3132 FORTUNE WAY STE D8
WELLINGTON, FL 33414-8726

LBTR Number: 200317315
EXPIRES: SEPTEMBER 30, 2012

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state of federal law.

WELLINGTON

2012

12300 FOREST HILL BLVD
(561) 791-4000

LOCAL BUSINESS TAX RECEIPT
2011-2012

LOCATION ADDRESS:
DBA: CLARKE AQUATIC SERVICES INC
APPLICANT: **ANDREW GENTES**
Address: **3132 FORTUNE WAY 08**
WELLINGTON FL 33414

BUSINESS TAX RECEIPT: **12-00017499**
EXPIRES: **September 30, 2012**
ORIGINAL ISSUE DATE: **September 27, 2011**

CLASSIFICATION: ***MISC BUSINESS SERVICE-UNDESIGNATED***

MAILING ADDRESS:
CLARKE AQUATIC SERVICES INC
3132 FORTUNE WAY 08

WELLINGTON FL 33414

WELLINGTON

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

TAB # 10

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/13/2012

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

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

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: E: Chicago.CertRequest@marsh.com f: 212-948-0770

772285-FL-AQU-11-12 ASI KDUNN

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Lexington Insurance Company	19437
INSURER B :	Illinois National Ins Co	23817
INSURER C :	N/A	N/A
INSURER D :	Insurance Company Of The State Of PA	19429
INSURER E :		
INSURER F :		

INSURED
CLARKE AQUATIC SERVICES, INC
3036 MICHIGAN AVENUE
KISSIMMEE, FL 34744

COVERAGES **CERTIFICATE NUMBER:** CHI-004469909-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			EG1950828	11/01/2011	11/01/2012	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	25,000
	X PRODUCTS POLLUTION						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY			CA6530642	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							COMP/COLL DED:	$	1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 027-04-2818 (AOS)	11/01/2011	11/01/2012	X WC STATU-TORY LIMITS / OTH-ER		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 027-04-2819 (CA)	11/01/2011	11/01/2012	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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TAB # 11

Employee (Florida) Licenses

Name	License Type	License Number	Expiration Date
Mark Grundy	Aquatics	CM19777	5/31/2013
	Natural Areas	CM19777	5/31/2013
	Right of Way	CM19777	5/31/2013
Andrew Gentes	Aquatics	CM19265	7/31/2012
	Natural Areas	CM19265	7/31/2012
	Right of Way	CM19265	7/31/2012
Chris Gallagher	Aquatics	CM19487	11/30/2012
	Right of Way	CM19487	11/30/2012
Amy Solis	Aquatics	CM19367	8/31/2012
Dan Schmidt	Aquatics	CM20264	2/28/2014
Joe Horner	Aquatics	CM20788	10/31/2014
Travis Schwalm	Aquatics	CM20408	5/31/2014
Pete Mantas	Aquatics	CM20581	8/31/2014
Rick Runyan	Aquatics	CM20314	3/31/2014

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19777

GRUNDY, MARK ALEXANDER
349 PARK FOREST WAY
WELLINGTON, FL 33414

Categories
6, 5A, 21

Issued: May 1, 2009 Expires: May 31, 2013

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19265

GUNTES, ANDREW C
70 INDIANA AVE
SAINT CLOUD, FL 34769

Categories
5A, 21, 6

Issued: July 25, 2008 Expires: July 31, 2012

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20264

SCHMIDT, DANIEL L
301 ELM ST
ENGLEWOOD, FL 34223

Categories
5A

Issued: February 3, 2010 Expires: February 28, 2014

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Pesticide Certification Office
Commercial Applicator License
License # CM20283

EDWARDS, BRUCE ANTHONY
PO BOX 212140
WEST PALM BEACH, FL 33421

Categories
5A, 3, 6

Issued: March 2, 2010 Expires: March 31, 2014

Bruce Edwards
Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20989

SWEETAN, DARRYL PAUL
14136 82ND ST N
LOXAHATCHEE, FL 33470

Categories
5A, 21

Issued: April 13, 2010 Expires: April 30, 2015

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19487

GALLAGHER, CHRISTOPHER GEORGE
2508 SAINT JOHNS AVE
PALATKA, FL 32177

Categories
5A, 6

Issued: November 14, 2008 Expires: November 30, 2012

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19367

SOLIS, AMY BETH
1508 JENN LEE CT
KISSIMMEE, FL 34744

Categories
5A

Issued: August 29, 2008 Expires: August 31, 2012

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

---

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20789

BORNER, JOSEPH PAUL
[illegible]
[illegible]

Issued: October 1, 2010 Expires: October 31, 2014

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20408

SCHWALM, TRAVIS I
9932 46TH CT N
OXAHATCHEE, FL 33470

Categories
5A

Issued: May 3, 2010 Expires: May 31, 2014

Signature of Licensee

Clark H. Bronson
CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.taxcollectorpbc.com Tel: (561) 355-2272

LOCATED AT
3132 FORTUNE WAY #D8
WELLINGTON, FL 33414-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	CLARKE JOHN L III PRES		U11.522118 - 09/30/11	$33.00	B40086204

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2011/2012 LOCAL BUSINESS TAX RECEIPT

CLARKE MOSQUITO CONTROL PRODUCTS INC
CLARKE MOSQUITO CONTROL PRODUCTS INC
3132 FORTUNE WAY STE D8
WELLINGTON, FL 33414-8726

LBTR Number: 200317315
EXPIRES: SEPTEMBER 30, 2012

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state of federal law.

WELLINGTON

2012

12300 FOREST HILL BLVD
(561) 791-4000

LOCAL BUSINESS TAX RECEIPT
2011-2012

LOCATION ADDRESS:
DBA: CLARKE AQUATIC SERVICES INC
APPLICANT: **ANDREW GENTES**
Address: **3132 FORTUNE WAY 08**
WELLINGTON FL 33414

BUSINESS TAX RECEIPT: **12-00017499**
EXPIRES: **September 30, 2012**
ORIGINAL ISSUE DATE: **September 27, 2011**

CLASSIFICATION: ***MISC BUSINESS SERVICE-UNDESIGNATED***

MAILING ADDRESS:
CLARKE AQUATIC SERVICES INC
3132 FORTUNE WAY 08

WELLINGTON FL 33414

WELLINGTON

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

State of Florida

Department of State

I certify from the records of this office that CLARKE AQUATIC SERVICES, INC. is a corporation organized under the laws of Illinois, authorized to transact business in the State of Florida, qualified on March 7, 2008.

The document number of this corporation is F08000001049.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 9, 2010, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirty First day of March, 2010

Secretary of State

Authentication ID: 100173888011-033110-F08000001049

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

TAB # 12

ELECTRONIC FUNDS TRANSFER FORM (TAB #12)

Note: Vendors will be paid by electronic funds transfers (EFT) directly to their bank accounts; therefore, a copy of a voided check must be attached at the bottom.

Vendor Name: Clarke Aquatic Services, Inc.	
Vendor Address: 110 E. Irving Park Road	
City: Roselle	
State, Zip: IL, 60172	
Phone: (800) 323-5727	Fax: (630) 472-7439
Authorized Signatory: Carrie Aitken	
Email Address for Remittance Information: accountsreceivable@clarke.com	
Taxpayer ID Number or Social Security Number: 13-4306095	

I (we) hereby authorize the VILLAGE OF WELLINGTON, hereinafter called the VILLAGE, to initiate credit entries and, if necessary, to initiate debit entries and adjustments for any credit entries in error to my (our) account:

Bank Name: Bank of America				
Bank Address: 135 South LaSalle Street, Suite 600				
City: Chicago				
State, Zip: IL, 60603				
BK/Transit/ABA/NO: [redacted]				
Account Number: [redacted]				
Account Type:	Checking	X	Saving	

This authority is to remain in full force and effect until the VILLAGE has received written notification from our company or authorized representative of the company of its termination in such time and in such manner, as to afford the VILLAGE and the financial institution(s) named above a reasonable opportunity to act on it.

Pleas tape (do not staple) voided check or saving deposit slip

Here

Account Payable will return forms without a voided slip bearing your Financial Institution's routing and account number for new direct deposits.

WELLINGTON

REQUEST FOR PROPOSALS

AQUATIC VEGETATION CONTROL SERVICES

RFP# 097-12/ED

12300 W. Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4055
FAX 561-791-4045

WELLINGTON

LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 097-12/ED)

Wellington is accepting sealed proposals for the purposes of acquiring AQUATIC VEGETATION CONTROL SERVICES in the canals and lakes located within Wellington's City limits.

PROPOSAL SUBMISSION
Proposals, one original and one PDF copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **August 28, 2012 at 10:00 AM Local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFP#097-12/ED – AQUATIC VEGETATION CONTROL SERVICES"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, http://wellingtonfl.gov or by contacting Ed De La Vega in the Purchasing Department at (561) 791-4055, edelavega@wellingtonfl.gov beginning on **July 30, 2012.**

EVALUATION COMMITTEE:
An Evaluation Committee meeting will be held on **September 6, 2012 at 2:00 PM** at the Wellington City Hall located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

OPTIONAL PRE BID MEETING: An optional pre-bid meeting will be held on **August 8, 2012 at 9:00 AM** Local Time located at Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414.

PROPOSAL SECURITY/PERFORMANCE BOND: Proposal security in the amount of 10% of the Annual Lump Sum Proposal Price must accompany each proposal in accordance with the RFP. ~~The successful Bidder, who is awarded the contract, may be required to furnish a 100% Performance Bond.~~

FOR INFORMATION
For information on this Request for Proposal, contact Ed De La Vega in the Purchasing Division, (561) 791-4055.

ACCEPTANCE AND REJECTIONS
Wellington reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the Wellington.

Publish: Palm Beach Post –
Account #9-657448

AQUATIC VEGETATION CONTROL SERVICES

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SPECIFICATIONS	**Pages 14-26**
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AQUATIC VEGETATION CONTROL SERVICES

TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	July 29, 2012	Palm Beach Post; Demandstar.com;
Pre-Proposal Meeting (Optional)	10:00 AM Local Time	August 8, 2012	12300 Forest Hill Blvd. Wellington, FL 33414
Number of Proposal Copies Including Original	1 original & 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	06:00 p.m. local time	August 15, 2012	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 AM Local Time	August 28, 2012	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	2:00 PM Local Time	September 6, 2012	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com
Contract Award by City Council	Tentative	TBD	N/A

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

Notice is hereby given that Request for Proposal submittal packages will be received until **August 28, 2012 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFP #097-12/ED – AQUATIC VEGETATION CONTROL SERVICES.** Any proposer desiring to provide the required services should submit one (1) original signed in ink and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP # 097-12/ED. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

Ed De La Vega – Purchasing Department
Phone: 561-791-4055
Fax: 561-904-5809
edelavega@wellingtonfl.gov

2. TERM OF CONTRACT

The initial term of the contract awarded shall be for ~~two~~ three (3) years from the effective date of the contract and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually, not to exceed a maximum of two (2) years.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington reserves the right to extend automatically any contract for a period not to exceed ninety (90) calendar days in order to provide Wellington with continual service while a new contract is solicited, evaluated and/or awarded.

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a br ach of contract. Any fines levied because of inadequacies to comply with these requir ments shall be borne solely by the successful proposer responsible for same.

4. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of

obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

5. PROPOSAL SECURITY/PERFORMANCE BOND:

A proposal security in the amount of ten percent (10%) of the Annual Lump Sum Proposed Price must accompany each proposal. Failure to provide a proposal security may result in such proposal being deemed non-responsive. The successful Bidder, who is awarded the contract, may be required to furnish a 100% Performance Bond

6. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Special Conditions.

7. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

8. CANCELLATION:

Wellington reserves the right to cancel this contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the successful proposer is found to be in default, the successful proposer will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

9. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

10. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

11. LEGAL REQUIREMENTS:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

12. INSURANCE:

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage of the following types and amounts:

a) Comprehensive General Liability insurance on an occurrence basis in an amount not less than $1,000,000 per single limit Bodily Injury Liability and Property Damage Liability.
b) Worker's Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability up to $1,000,000 per occurrence, $1,000,000 disease policy limit, and $1,000,000 disease each employee
c) Automobile Liability Insurance for owned vehicles, non-owned vehicles, and hired vehicles not less than $1,000,000 per occurrence for bodily injury and property damage liability.

13. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

14. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

15. DISPUTES:

Any actual or prospective Proposer, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints.

The Purchasing Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, Proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Division at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective Proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division. Protestors shall file their written protests with the Purchasing Division between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Thursday). Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Fridays, Saturdays, Sundays and legal holidays) from the time of initial posting of the Evaluation Committee's recommendation. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until Wellington Manager determines that, the award of the bid/contract without delay is necessary to protect the public health, welfare, or safety.

16. LEGAL REQUIREMENTS:

Federal, State, County and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

17. PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to provisions of State Statutes and Wellington policies. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also a Wellington employee. Further, all Proposers must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

If any Proposer violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Proposal, such Proposer may be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington FL 33414.

19. FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

20. TIED PROPOSALS/DRUG FREE WORKPLACE PROGRAMS :

In the event of an identical tied proposal, preference shall be given in order as follows:

a. Headquarters (or principal place of business) within Wellington

b. Headquarters (or principal place of business) within Palm Beach County

c. If proposals remain tied after items a-b the final tie breaker will by a coin flip

d. If a tie occurs between two non-local vendors, preference shall be given to those firms that have implemented Drug Free Workplace Program. If the tied non-local vendors all have Drug Free Workplace Programs, then the tie shall be decided by a coin flip.

21. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

22. LOBBYING:

All firms are hereby placed on notice that the Council, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process, from the proposal publish date to Council selection, no firm or its agent shall contact any member of Council, employee of Wellington, or member of the Selection Committees in reference to this proposal, with the exception of the Purchasing Agent or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award contract to the firm.

23. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Ed DeLaVega, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after **August 15, 2012 at 6:00 PM Local Time** shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

24. LOCAL PREFERENCE POLICY:

The Evaluation Committee will take into consideration when making their recommendation the proposer's business location. Additional points will be added to local businesses in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 90 (attached as exhibit) Section 2.12.F of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes: (A) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

25. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. EVALUATION OF WRITTEN PROPOSALS:

Proposals received by the submittal deadline will be reviewed by the Purchasing Department to determine if each proposer has submitted the required information and met all mandatory requirements. Those proposals found to be non-responsive shall be rejected from further consideration. Responsive proposals shall be forwarded to the Selection Committee for evaluation.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Written Proposal Criteria	Points
1. Balance Price Proposal	40
2. Qualifications of the Firm	30
3. Approach and Methodology/Ability to Perform Work (Work Plan Submittal)	30
TOTAL	100

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington may conduct oral interviews/presentations with the short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used.

27. EVALUATION CRITERIA:

a) **Balance Price Proposal (40 Points):**
   1. Provide annual lump sum price for Aquatic Vegetation Control Services in:
      a. Rustic Ranches/PTWCD
      b. Village Park (Ponds)
      c. Village Water Bodies (Canals, Lakes, etc.)
      d. Wellington Environmental Preserve (Section 24)
         1. **Option 1 – Maintenance of Entire Site**
         2. **Option 2 – Maintenance of Partial Site**
      e. Peaceful Waters

   2. Provide an hourly rate for **the following:**
      a. a licensed applicator to provide rendered services

b) **Qualifications of the firm (30 Points):**
   1. Provide the proposer's experience providing the service contract specified.
   2. Provide a list with a brief description of service contracts satisfactorily provided with location and dates of contracts

3. Provide a list of all services contracts performed for governmental agencies (If the contractor has performed any service contracts for a governmental agency that is not listed, the proposal may be considered non-responsive.
4. Provide evidence of valid state, county and local licenses proving authority to conduct business in the jurisdiction within which the firm is located.
5. State whether contractor intends to use subcontractors to fulfill this contract
6. State whether the contractor has been issued any fines by the State of Florida
7. Provide any additional information which may be considered pertinent.
8. Provide a minimum of three (3) references for similar work (form attached)
9. Provide a summary of any litigation filed against the Contractor in the past three years which is related to the services that Contractor provides in regular course of business.
10. Provide a summary of any fines levied against Contractor in the past three years which is related to exotic/nuisance plant control or lake management services.

c) **Approach and Methodology / Ability to Perform Contract (Work Plan) (30 Points):**

1. Provide a detailed "Work Plan" which includes the proposer's approach and how it would provide the optimum plant control in the most cost effective manner. Plan should include the following:
    a. proposer's ability to treat all sites a minimum of once per month including outbreaks.
    b. a list of equipment and personnel required to perform the contract.
    c. Paperless Electronic Reporting capabilities including but not limited to:
        1. Accurate reports generated by an electronic system which can be sent electronically
        2. Handheld mobile devices GPS driven
        3. GPS tracking of technicians with mapped locations upon request
        4. NPDES Reporting
        5. Monthly reporting with highlighted maps
2. Mapping capabilities including whether the system offers pre and post treatment biomass mapping to show efficacy.
3. Ability to provide 24 hour response time
4. Ability to provide Garbage Pickup
5. Ability to utilize a Precision Submersed Application using adjustable drop line system
6. Ability to utilize Variable Flow Applications
7. Provide any additional information which may support the firm's Approach and Methodology as well as its ability to perform the contract.

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1. **INSTRUCTIONS FOR SUBMITTING:**

Firms shall submit one (1) original and one (1) PDF electronic copies of the RFP submittal in a sealed envelope plainly marked: **"Attention: Purchasing Office, RFP# 097-12/ED – Aquatic Vegetation Control Services".** The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm's name, RFP number and title and date clearly displayed on the cover/label.

Proposer shall prepare their proposals using the following submittal format:

One (1) original and one (1) PDF Electronic Copy (CD)

Tab #1- Letter of Transmittal: This letter should summarize in a brief and concise manner the Proposers understanding of the scope of work and make a positive commitment to timely supply the services required. An authorized agent of the Proposer must sign the Letter of Transmittal and the RFP form in the space provided, indicating the agent's title or authority. The letter should also include information the proposer may feel is pertinent for consideration. The letter should not exceed two (2) pages in length front and back.

Tab #2- Proposal Security (Bid Bond)

Tab #3 – Acknowledge receipt of each addendum issued by the Village in the space provided in this RFP.

Tab #4 – Proposal Submittal Form/Price Proposal Signed by Authorized Representative

Tab #5 – Proposer's Qualifications as described in Section 27 (b) of this RFP

Tab #6 – Proposer's Approach and Methodology/Ability to Perform Contract including "Work Plan" as described in Section 27 (c) of this RFP.

Tab #7 – A minimum of three (3) References for similar work, including contact info. with e-mail addresses

Tab #8 – Drug Free Workplace

Tab #9 – Local Preference Application

Tab #10 – Evidence of Insurance Certification:

Tab #11 – Current Licenses/Certificates of Authorization, Permits, etc.

Tab #12 – EFT Form

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AQUATIC VEGETATION CONTROL
IN THE CANALS AND LAKES OF THE VILLAGE OF WELLINGTON

Proposal Number 097-12/ED

TECHNICAL SPECIFICATIONS FOR
AQUATIC VEGETATION CONTROL

Wellington is approximately 31 square miles in area. It is divided into two separate drainage basins. Services to control noxious aquatic plants shall be provided in both basins, **as well as, Rustic Ranches (Pine Tree Water Control District), Wellington Preserve (Section 24) and Peaceful Waters.**

Recently annexed into Wellington is an area identified as Rustic Ranches. Services to control noxious aquatic plants shall be provided in Rustic Ranches **(also known as Pine Tree Water Control District).**

- Rustic Ranches is bounded on its east perimeter by Canal C-1, on its south perimeter by Canals C-K(N) and C-K, on its west perimeter by Canals C-J(1), C-G(4), and C-G(3), and on its north perimeter by Canals C-F(4) and C-F(5). The regulated water level is 12 m.s.l., November through June of each year. During hurricane season or during periods of extended rainfall, levels are lowered to 11 m.s.l.

We can access or discharge water by gravity or pumps, as the situation requires. Our pumping capacity exceeds 475,000 g.p.m. During dry months, we can access water from L-40 and/or C-51 canal.

By accessing water from the L-40 or C-51, it should be considered that these waters can infest Village canals with unwanted vegetation and cause the contractor additional expense. In addition, many private canals discharge into our canals or are connected to our canals, which may also infest our canals with unwanted vegetation.

Wellington Preserve (Section 24) was added to the overall system in 2010. Wellington Preserve is approximately a 355 acre created wetland, including a 70 acre (+/-) mitigation area. Of the 355 acres, approximately 255 acres are submerged and 100 acres are uplands, roads and grassed areas. (See Exhibit A)

Peaceful Waters is a 26 acre landscaped percolation pond immediately adjacent to Wellington's Wastewater Treatment Plant, including submerged, emergent and upland areas. (See Exhibit B)

Treatment Program

Prior to the start of the treatment program, contractor shall submit a detailed analysis of their work plan and the reasons their approach would provide optimum plant control in the most cost effective manner. The treatment program for the control of noxious aquatic plants in Rustic Ranches/PTWCD, Village Park (Ponds), Wellington water bodies, ~~and~~ Wellington Preserve (~~see 24~~ **Section 24**)

1. The chemically controlled areas shall consist of the water surface, water column, and 2' up on bank from waters edge on all designated waterways. This includes overhanging of brush and trees. Designated waterways total approximately 90 miles plus all the lakes under the Village's responsibility. The acreage of all lake totals is approximately 525acres (includes section 24).

2. Biological application shall be introduced yearly. Each year, one thousand (1,000) triploid grass carp shall be introduced into Basin A and five hundred (500) triploid grass carp into Basin B. These same quantities of fish shall be stocked each year during the contract period until sufficient stocking has been achieved to control hydrilla. The size of fish shall range from 12 inches to 15 inches. Contractor shall be required to introduce these fish into the canals and lakes of the Village. Contractor and the Village's Public Works Department must agree on areas of release. The Village reserves the right to modify the biological application at any time.

3. Service Levels:

- Basin "A" - Contractor shall perform forty (40) hours of treatment in Basin "A" per week. One (1) applicator shall be assigned for dedicated service to Basin "A" treatment only.
- Basin "B" - Contractor shall perform forty (40) hours of treatment in Basin "B" per week. One (1) applicator shall be assigned for dedicated service to Basin "B" treatment only.
- Rustic Ranches – A portion of those hours dedicated to either Basin "A" or Basin "B" shall be used to provide services to Rustic Ranches each week. Contractor shall use his own discretion when determining which of the two applicators shall be assigned to service Rustic Ranches.
- **Wellington Preserve (Section 24) – Contractor shall perform treatment and vegetation control activities so that nuisance and exotic vegetation species do not exceed more than 5% of total ground cover at any given time. No area 0.5 acre in size shall exceed the 5% threshold at any given time. Exotic and nuisance vegetation maintenance and allowable control techniques are provided in Exhibit C (attached). The bid form is structured allowing for options:**
  1) Options 1 (Exhibit C) – Vegetation maintenance of the entire 355 acre site or 2) Options 2 (Exhibit E) – Vegetation maintenance of all submerged and emergent areas (approximately 260 acres) and approximately 12 acres of upland island areas.
- **Peaceful Waters (Exhibit B) – Contractor shall perform treatment and vegetation control activities so that nuisance and exotic vegetation species do not exceed more than 5% of total cover at any given time. No area 0.5 acre in size shall exceed the 5% threshold at any given time. Exotic and nuisance vegetation maintenance specifications and allowable control techniques are provided in Exhibit C (attached). Contractor shall maintain all submerged, emergent and upland areas, including mowing grassed areas.**

Application in all areas shall achieve free water flow and aesthetically pleasing conditions year round. No masses of aquatic vegetation shall be allowed to grow. If required to achieve free water flow and aesthetically pleasing conditions, contractor shall be required to mechanically or manually remove and dispose of aquatic vegetation. Contractor shall be fully responsible for assuming all costs incurred for the mechanical/manual removal and disposal.

Complaint Areas: "Complaint Areas" are defined as areas of water surface requiring immediate treatment beyond that normally given during the regularly scheduled treatment program. "Complaint Areas" may require treatment by chemical, manual, or mechanical means in order to achieve aquatic plant control objectives. Those objectives are free water flow, aesthetically pleasing conditions, and absence of masses of aquatic vegetation growth. "Complaint Areas" shall be treated by the contractor, upon request from the Wellington's Public Works Department, as required to achieve treatment objectives. Applicators regularly assigned to perform weekly forty (40) hour treatments shall not be reassigned to treat "Complaint Areas". The regularly scheduled forty (40) hour treatments shall continue simultaneously with "Complaint Area" treatments. Personnel in addition to regularly assigned applicators must be assigned to treat "Complaint Areas". The costs for the treatment of "Complaint Areas" shall not be considered an additional cost above and beyond the established contract amount. "Complaint Area" treatment costs shall be included as part of the regular annual contract amount. The Village will make no additional payments above the contract amount for "Complaint Area" treatment.

4. Contractor shall provide one (1) applicator dedicated to service of Basin "A" and one applicator dedicated to service of Basin "B". Either the Basin "A" applicator or the Basin "B" applicator shall be responsible, also, for servicing Rustic Ranches. Contractor shall use his own discretion when determining which of the two applicators shall be assigned to service Rustic Ranches and Village Park Ponds. Each applicator shall be provided with the tools, equipment, materials, and supplies to ensure free water flow and **aesthetically pleasing conditions year round.**

5. Contractor shall submit a complete equipment list for providing services. A back-up list of equipment, which is to be used during times of repair, shall also be submitted.

6. Within 90 days from the start date of the contract, contractor shall guarantee an 80% rate of noxious aquatic plant control. If additional personnel, equipment, materials and supplies are required to ensure an 80 % rate of control, it shall be the contractors responsibility to provide such, at NO additional cost to the Village.

7. Plants to be controlled include, but are not limited to: Hydrilla, Hygrophila, Southern Niad, Slender Spikerush, Water Lettuce, Water Hyacinth, Algae, Torpedo Grass, Paragrass, Maidencane, Duckweed, Salvinia, Azolla, Alligator Weed, Coontail, Bladderwort, Spatterdock, Cattail, Chara, Brazilian Pepper, Malaleuca, Wax Myrtle, Australian Pine and other various varieties of ditch bank weeds.

- Treatment of Hydrilla or other aquatic weeds: Hydrilla or other aquatic weeds shall be treated and controlled by only one specific method under certain circumstances. Approximately thirty (30) acres of canal or lake, at various locations, tend to become intensely infested with Hydrilla or other aquatic weeds. If intense infestation of Hydrilla or other aquatic weeds should occur at these locations, treatment and control shall be accomplished by the application of the chemical Sonar, until an 80% rate of control is achieved. Sonar shall be applied, again, each time an intense infestation of Hydrilla or other aquatic weeds occurs.

8. In compliance with State of Florida regulations, chemicals and substances used in the performance of this contract must be permitted by the Department of Environmental Protection and be accompanied by Material Safety Data Sheets [MSDS]. The MSDS must include the following information:

   a) The chemical name and the common name of the toxic substance.

   b) The hazards or other risks in the use of the toxic substance, including:

      1. The potential for fire, explosion, corrosivity, and reactivity;

      2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

      3. The primary routes of entry and symptoms of overexposure.

   c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

   d) The emergency procedure for spills, fire, disposal, and first aid.

   e) Description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

   f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

A licensed applicator shall be present at the time of all chemical applications. Contractor shall be responsible for filing the yearly report required with DEP. Contractor shall report to the Village on a periodic basis regarding the chemicals and substances applied in the performance of the contract.

9. All chemicals and substances used by the contractor in the performance of this contract must be approved by the Environmental Protection Agency and the State of Florida, and must provide a wide margin of safety to fish, wildlife and landscaped areas.

10. The contractor shall adhere to all regulations, procedures and permits of all State and County agencies and is responsible for obtaining all necessary permits from these agencies. An entry for the DEP operations report shall be logged daily and filed on a timely basis with the agency, for compliance with the permit held by the Wellington.

11. The contractor's personnel shall check in to the Public Works Department at the beginning of each and every work day and at the end of each and every work day. Starting time for each work day shall begin at 7:00 a.m. and end at 4:00 p.m. A deduction from the contractor's monthly invoice shall result from personnel that do not check in each and every work day.

12. A work schedule shall be submitted by the contractor to the Village's Surface Water Management Supervisor before the first working day of each month, for approval.

13. DAILY AND WEEKLY REPORTS: **Each day**, return to the Village's Surface Water Management Supervisor, on Florida DEP forms, a report which includes, but is not limited to, the following information:
    a) Identity of the applicator
    b) Quantity and type of chemicals applied
    c) Map showing the areas treated and the acreage covered
    d) An assessment of the status of noxious aquatic plants in the areas treated that day
    e) Daily water test results (indicating dissolved oxygen, water temperature, and pH levels), wildlife observations, targeted plants and comments on trash removal
    f) Notes on any follow up treatment that will be required along with the projected date of follow up application
    g) Identity of inaccessible areas and items in the water which require extra manpower and/or equipment for removal

    Each week, a report summarizing daily activities for that week should be provided for Basin "A", Basin "B", Rustic Ranches and Village Park Ponds. Wellington Preserve (section 24) will be submitted separately.

14. All contractor's personnel shall be in uniform and provide a neat, clean appearance as Village agents.

15. QUARTERLY SURVEY: Each quarter (every three months), the contractor shall conduct an overall survey of the aquatic plants in the Village of Wellington and prepare an aquatic plant survey, which shall include varieties and plant acreage. The report shall also include an operation and management strategy for the next three months. Delay in submittal of the survey results could result in a delay in payment of invoices.

16. JOINT INSPECTIONS: Inspections of areas under contract shall be performed monthly. The Village's Surface Water Management Supervisor and a contractor's representative shall conduct these inspections. It may be determined that additional treatments are needed to control observed growth. An 80 % rate of overall control is to be guaranteed within the contract period.

17. Contractor shall post and publish required legal notices of application activity as required by ordinance, law, or regulation.

18. A delay in daily and weekly report submittal may result in a delay in invoice payment.

19. The length of this contract is for three (3) years, from October 1, 2012 through September 30, 2015. It is requested that the Proposer quote fixed prices that will be guaranteed to the Village of Wellington for the initial period of one (1) year (subject to the appropriation of funds). The Village reserves the right to exercise the option to renew the contract for two (2) additional one year terms (subject to appropriation of funds). Renewal shall be based on the contractor agreeing to the same terms and conditions and by filing written notice to the Village not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Documentation to substantiate adjustments in the contract amount shall accompany the written notice to Wellington. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of Wellington.

20. Contractor shall respond to resident/homeowner complaints by the following procedures:
    - Return a call to the homeowner after receiving notification from the Public Works Department.
    - Response shall note the day and approximate time of treatment, which shall be followed by a call to the homeowner and the Public Works Department, upon completion.
    - Any complaint received shall be resolved by the third work day after the day the complaint was received.

21. INVOICING AND PAYMENT:
    Invoicing: All invoices submitted by the Contractor shall reference the Wellington's Contract number. The Contractor shall submit three copies of invoices on a monthly basis. One copy should be submitted to:
    Wellington
    Accounts Payable
    12300 Forest Hill Boulevard
    Wellington, Florida 33414

Two copies should be submitted to:
Wellington
Public Works Department
Att: Surface Water Management
14000 Greenbriar Boulevard
Wellington, Florida 33414

For the month invoiced, provide the following information:

a) Identity of each applicator and the man hours expended by each applicator for each of Basin "A", Basin "B", and Rustic Ranches areas.
b) The type and quantity of chemicals applied for each of Basin "A", Basin "B", and Rustic Ranches areas.

Before an invoice is paid, applicator man hours and types and quantities of chemicals applied which are shown on daily reports must be reconciled against that same information on the monthly invoice. Any discrepancies must be resolved before an invoice will be approved for payment.

Basic service levels require a minimum of forty (40) applicator man hours to be expended each week for each of Basin "A" and Basin "B" areas along with their associated chemical application. If levels of service fall below the minimum forty (40) hour service requirement for any week, the invoice amount for the month during which the minimum was not met should be adjusted accordingly. This adjustment shall be applicable even though the reduction in service may not have been the fault of the contractor, but may have been the result of unusual moving water or weather conditions.

Deficits in levels of service during one week may be applied to increase the levels of service during a subsequent period as compensation for uncompleted work, but approval to do so must first be obtained from Surface Water Management.

Man hours and chemical application expended to retreat areas not properly treated shall not be applied toward meeting the minimum forty (40) hour requirement per surface water management.

Failure by the Contractor to follow these instructions shall result in an unavoidable delay of payment by Wellington. Wellington shall pay for properly rendered and invoiced services within thirty (30) days from receipt and acceptance.

Payment: The Annual Lump Sum Proposal Price shall serve as the basis for calculating the monthly amount due for services rendered. The actual amount paid for services rendered annually may be greater than, less than, or equal to the Annual Lump Sum Proposal Price, depending upon the actual amount due each month after calculating payment. Monthly payments are calculated in the following manner. One twelfth (1/12) of the Annual Lump Sum Proposal Price shall serve as the monthly base amount from which additions or deductions are made. If levels of service fall below the minimum required (forty hours per week for each of the two basins) for the month, a deduction is made from the monthly base amount proportional to the reduction in the level of service. If levels of service exceed the minimum required (forty hours per week for each of the two basins) for the month, an addition is made to the monthly base amount proportional to the increase in the level of service. If deductions or additions are not made, the monthly base amount is paid for rendered services.

22. **Liquidated Damages:** Liquidated damages will be charged at a rate of $250.00 per day for work not completed to schedule or if aquatic vegetation remains growing out from the bank eighteen (18) inches or more. Non-completion shall be defined as not meeting the eighty percent (80%) rate of overall aquatic plant control. Liquidated damages shall be in the form of a deduction from any other payment due contractor from the Village for aquatic plant control services.

23. **Employees:** All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the Village of Wellington. The Contractor shall supply competent, physically capable, duly licensed employees and the Village may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village. The Village shall not have any duty to implement or enforce such requirements.

24. No Sub-Contractors shall be used to fulfill any conditions of this contract without prior Wellington approval.

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Letter of Transmittal

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Bid Bond

YES___ NO___ 4. Proposal Submittal Form/Price Proposal Signed by Authorized Representative

YES___ NO___ 5. Qualifications

YES___ NO___ 6. Ability to perform contract

YES___ NO___ 7. References

YES___ NO___ 8. Drug Free Workplace

YES___ NO___ 9. Local Preference Application

YES___ NO___ 10. Evidence of Insurance Certification

YES___NO___ 11. Current Licenses/Certificates of Authorization, Permits, etc.

YES___NO___ 12. EFT Form

YES___ NO___ 13. Original and one (1) PDF Electronic copy (CD)

BID SUBMITTAL (TAB #4)

To:
Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

_____
(Vendor)
agrees to services for aquatic vegetation control as defined in this Request for Proposals in accordance with the requirements of the Specifications and Proposal Documents.

Gentlemen:
The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

PROPOSER HEREBY WARRANTS THE FOLLOWING:

All personnel performing services shall be properly licensed as required by Local and State laws, ordinances, and regulations. YES____ NO____

All chemicals used while providing services shall be approved by the United States Environmental Protection Agency for use and are registered for such Use in the State of Florida. YES____ NO____

PRICE PROPOSAL

DESCRIPTION OF SERVICES	ANNUAL LUMP SUM PRICE PROPOSAL (Base Price Used for Calculating Monthly Payments)
Aquatic Vegetation Control – Rustic Ranches/PTWCD	$
Aquatic Vegetation Control – Village Park (Ponds)	$
Aquatic Vegetation Control- Village Water Bodies (Canals, Lakes, etc.)	$
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 1	$
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 2	$
Aquatic Vegetation Control – Peaceful Waters	$
Grand Total	$

***Grand Total will be used to evaluate proposals**

DESCRIPTION OF SERVICES	RATE PER HOUR FOR RENDERED SERVICES
Licensed Applicator	$ **Per Hour**

Contact person in the event of a Cancellation by the Village:

Name_____

Title: _____

Telephone Number: _____

Alternate Telephone Number: _____

Dated this_____ day of_____, _____
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Taxpayer Identification Number: _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____

(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s: _____

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the Village:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____)_____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____)_____

REFERENCE FORM (TAB #7)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

DRUG FREE WORKPLACE (TAB #8)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by Wellington for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Vendor's Signature

LOCAL PREFERENCE APPLICATION (TAB #9)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is:

_____

2. The address of the business is:

_____

3. How long has the business been located at its current address:

_____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

_____

6. The previous address of the business is:

_____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____

Applicants Business Address _____

_____

_____

(Remainder of page left blank intentionally)

ELECTRONIC FUNDS TRANSFER FORM (TAB #12)

Note: Vendors will be paid by electronic funds transfers (EFT) directly to their bank accounts; therefore, a copy of a voided check must be attached at the bottom.

Vendor Name:
Vendor Address:
City:
State, Zip:
Phone: Fax:
Authorized Signatory:
Email Address for Remittance Information:
Taxpayer ID Number or Social Security Number:

I (we) hereby authorize the VILLAGE OF WELLINGTON, hereinafter called the VILLAGE, to initiate credit entries and, if necessary, to initiate debit entries and adjustments for any credit entries in error to my (our) account:

Bank Name:				
Bank Address:				
City:				
State, Zip:				
BK/Transit/ABA/NO:				
Account Number:				
Account Type:	Checking		Saving	

This authority is to remain in full force and effect until the VILLAGE has received written notification from our company or authorized representative of the company of its termination in such time and in such manner, as to afford the VILLAGE and the financial institution(s) named above a reasonable opportunity to act on it.

Pleas tape (do not staple) voided check or saving deposit slip

Here

Account Payable will return forms without a voided slip bearing your Financial Institution's routing and account number for new direct deposits.

WELLINGTON PROFESSIONAL LAWN CARE, PIGGYBACK CONTRACT AGREEMENT

AGREEMENT FOR: LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Pine Tree Water Control District, an independent special water control district operating in accordance with Chapter 298 Florida Statutes, (hereinafter referred to as ("Pine Tree"), whose address is _____ and G&C Car Care Inc. dba Wellington Professional Lawn Care Inc., whose address is 3132 Fortune Way, Suite D8, Wellington, FL 33414, a Florida Corporation authorized to do business in the State of Florida (hereinafter referred to as "VENDOR").

WHEREAS, Pine Tree is in need of a vendor to fulfill its need for landscape maintenance services; and

WHEREAS, Village of Wellington, Florida, through its competitive selection process awarded Contract No. ITB 030-13/DZ to the VENDOR for landscape maintenance services; and

WHEREAS, Pine Tree desires to accept the VENDOR's proposal by piggybacking the Agreement for landscape maintenance services, between Wellington Professional Lawn Care, Inc. and Village of Wellington, Florida Contract# ITB 030-13/DZ including all terms, conditions and pricing therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Village of Wellington, Florida** Contract No. ITB 030-13/DZ, including the bid documents and VENDOR's response, with the VENDOR are hereby expressly incorporated by reference into this Agreement as if fully set forth at length herein and are hereafter referred to as the "Specifications and Bid Documents".

3. **VENDOR's Proposal.** In accordance with the terms and conditions in the Specifications and Bid Documents, the VENDOR shall supply the goods and services as stated in its proposal to Pine Tree (hereinafter referred to as "Project") at an annualized rate of not to exceed $40,400.00 (Forty Thousand Four Hundred Dollars) as set forth on pages 29-30 of VENDOR's proposal for the area described as Rustic Ranches in the proposal. The VENDOR's proposal is attached hereto as **Exhibit "A"** and is hereby expressly made a part of this Agreement as if fully set forth herein. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by Pine Tree and upon written notice from Pine Tree to proceed. By execution of this Agreement Pine Tree (is/is not ?) exercising one (1) year renewal option through September 30, 2018.

4. **Conflict of Terms and Conditions.** Conflicts between documents shall be resolved in the following order of precedence:

    a. This Agreement
    b. Bid Submittal ITB 030-13/DZ **(Exhibit "A")**

5. **Compensation to VENDOR**. Payments by Pine Tree to the VENDOR under this Agreement shall not exceed pricing for the "Rustic Ranches" area per Contract No. ITB 030-13/DZ. All pricing under this Agreement shall be in accordance with the Specifications and Bid Documents and VENDOR's Proposal. VENDOR shall submit invoices to Pine Tree for review and approval by Pine Tree's representative, indicating that goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. VENDOR will invoice Pine Tree in advance for each payment period. Invoices will normally be paid within thirty (30) days following Pine Tree representative's approval. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to Pine Tree. This certifies that all goods and services have been properly performed and all charges have been invoiced to Pine Tree. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. Pine Tree will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services. If this Agreement is for goods only, such goods shall be purchased via a purchase order in such form as determined by Pine Tree.

6. **Term.** This Agreement and the provisions of all services, goods, materials and equipment hereunder to complete the work by VENDOR shall commence on July 1, 2017 and be for a period until September 30, (2017,2018 ?). This Agreement and any extensions thereof are subject to annual appropriations by Pine Tree, and this Agreement is subject to fiscal funding out by Pine Tree.

7. **Insurance.** VENDOR will deliver to Pine Tree authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the VENDOR. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

    Submit certificates of insurance to:

    Certificate Holder Address:
    (Certificates need to include the following as the Certificate Holder)

Pine Tree Water Control District
TBD
TBD

Email: Facsimile: TBD

Cancellation and/or Modification of Insurance Coverage
Each insurance policy supplied by the VENDOR must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Pine Tree and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies
The VENDOR shall promptly deliver to Pine Tree a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Pine Tree not less than five (5) business days before to the expiration date of any policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.
The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Pine Tree as additional insured.

8. **Warranty.** For a period through the term of this Agreement, the VENDOR warrants that its work and services under this Agreement will be free of all defects in materials and workmanship and will conform to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. Work or services provided by the VENDOR or anyone directly or indirectly utilized by the VENDOR not conforming to these requirements, including, but not limited to, substitutions not properly approved and authorized, will be considered defective. VENDOR warrants the merchantability and fitness of all goods and services as contemplated in this Agreement, the Project and the Specifications and Bid Documents.

During this Agreement, the VENDOR shall correct any and all defects or other non-conforming work, services and/or materials and pay all expenses for any damages to other work resulting therefrom. The VENDOR shall promptly take such corrective action and pay all expenses after receipt of written notice from Pine Tree to do so unless Pine Tree has previously given the VENDOR a written acceptance

of such specific defect or non-conforming condition. Pine Tree shall give such notice to the VENDOR promptly after discovery of the defect or the condition. If the VENDOR fails to correct the nonconforming work or materials within a reasonable time during that period after receipt of the notice from Pine Tree, Pine Tree may correct it and seek any other remedy available at law against the VENDOR for the expense to Pine Tree to make the correction.

This warranty provision shall survive the earlier expiration or termination of this Agreement.

9. **Personnel.** VENDOR agrees to supply to Pine Tree adequate personnel to provide timely completion of all goods and services and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pay such liquidated damages as are provided for in the Specifications and Bid Documents, if any. Pine Tree reserves the right to set-off any contract amounts due Vendor for failure of Vendor to comply with the terms and conditions herein. Should Pine Tree set-off under this Agreement, it shall not be considered in default under this Agreement.

10. **Indemnification.** VENDOR agrees to indemnify and hold harmless Pine Tree, its officers, and employees from any and all liabilities, damages, losses, suits, actions, claims, and/or matters, including costs and reasonable attorney's fees, to the extent caused by the negligence, gross negligence, or intentionally wrongful conduct of VENDOR and any other persons or entities employed or utilized by VENDOR in performance of this Agreement, the Project, and the Specifications and Bid Documents. Nothing contained in this provision shall be construed or interpreted as consent by Pine Tree to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in Section 768.28, Fla. Stat.

11. **Compliance with law.** In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards and directives whether state or federal or local.

12. **Subcontractors.** Pine Tree reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by Pine Tree.

13. **Taxes.** The parties to this Agreement understand that Pine Tree is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.

14. **Termination.** In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by

VENDOR upon thirty (30) days' prior written notice to Pine Tree, in the event of substantial failure by Pine Tree to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by Pine Tree, with or without cause, upon fifteen (15) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for work, services, materials and products rendered to Pine Tree satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by Pine Tree, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits or any other claim for damages from a termination by Pine Tree.

15. **Force Majeure.** Neither Pine Tree nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

    Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. **Applicable law and venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

17. **Construing the Agreement.** This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

18. **Binding effect.** This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

19. **Nondiscrimination.** VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

20. **Waiver.** A waiver by either Pine Tree or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

21. **Severability.** The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rending any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

    The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

22. **Entire Agreement.** Pine Tree and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between Pine Tree and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

23. **Amendments.** This Agreement may not be modified unless such modifications are evidenced in writing, signed by both Pine Tree and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.

24. **Conflict of Interest.** This Agreement is subject to any and all applicable conflict of interest provisions found in Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "B"**. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to Pine Tree any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Pine Tree.

25. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Pine Tree:	As to VENDOR:
Pine Tree Water Control District	Wellington Professional Lawn Care.
TBD	3132 Fortune Way, Suite D8
TBD	Wellington, FL 33414
Attn: TBD	Attn: Geoff Phillips

Notices shall be effective when received at the addresses as specified above. Changes in respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and Pine Tree.

26. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TBD ,

IN WITNESS WHEREOF, Pine Tree and VENDOR have executed this Agreement all as of the day and year first above written.

ATTEST:

By:_____
TBD, Secretary

Pine Tree Water Control District

By:_____
TBD

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(SEAL)

By:_____
Jeff Kurtz, Board Attorney

WITNESS:

_____

_____
Print Name

VENDOR:

By:_____
G&C Car Care Inc. dba Wellington Professional Lawn Care Inc.

_____
Print Name

(CORPORATE SEAL

\

Exhibit "B"

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to Pine Tree Water Control District any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Pine Tree Water Control District. The terms below shall be defined in accordance with Ch. 112, Part III, Florida Statutes. CHECK ALL THAT APPLY.[ ]

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any Pine Tree Water Control District employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a Pine Tree Water Control District purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no Pine Tree Water Control District employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[ ] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of Pine Tree Water Control District Planning, Zoning and Building Department.

CONFLICT:

[ ] **The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE

_____

TITLE

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT is made this 24th day of September, 2013, by and between the Village of Wellington, a municipal corporation (hereinafter referred to as "WELLINGTON"), whose address is 12300 Forest Hill Boulevard, Wellington, Florida 33414 and G&C Car Care Inc DBA Wellington Professional Lawn Care (hereinafter referred to as "VENDOR"), whose address is 3132 Fortune Circle, D8, Wellington, FL 33414

WHEREAS, VENDOR bid on that certain specifications and bid documents for Landscape Maintenance Services, ITB Number 030-13/DZ (hereinafter referred to as "Project or Bid or ITB"), issued by WELLINGTON; The VENDOR'S bid submittal is attached as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, VENDOR has been deemed to be the responsive bidder, and WELLINGTON desires to award the agreement to VENDOR on the terms and conditions more particularly described below and as contained in the specifications and bid documents for Landscape Services, ITB Number 030-13/DZ attached as Exhibit "B", and VENDOR'S response thereto, all of which are hereinafter incorporated by reference and are referred to as "Specifications and Bid Documents"; and

WHEREAS, VENDOR is desirous of entering into the agreement with WELLINGTON pursuant to the terms and conditions more particularly described herein and pursuant to the Specifications and Bid Documents; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. VENDOR shall perform the services and duties as provided for in the Specifications and Bid Documents and comply with all of the terms provided for in the Specifications and Bid Documents.

3. The Agreement term shall be in accordance with the Specifications and Bid Documents. The Agreement amount shall be in accordance with the Specifications and Bid Documents, and all services and products to be purchased and work to be performed shall be done via a purchase order in such form as determined by WELLINGTON. Nothing herein, however, shall prevent WELLINGTON from seeking a budget amendment should it require additional sums of money for this Project and a change in the scope of services. All purchases pursuant to this Agreement shall be done in accordance with WELLINGTON'S Purchasing and Procurement Manual and procedures thereto. All purchases shall be evidenced by such approved purchase orders.

4. WELLINGTON shall pay VENDOR for each purchase order in accordance with the prices set forth in the attached Schedule of Values and in amounts not to exceed $246,120.00 per year for Primary Roadways, not to exceed $40,440.00 per year for Rustic Ranches and not to exceed $216,045.00 per year for Equestrian Trails, Canal Banks, Canal Slopes and Canal Fingers. Payment is contingent upon the services being completed in accordance with the Specifications and Bid Documents. VENDOR shall be liable for and shall pay, and defend, hold harmless and indemnify WELLINGTON against, all contributions, interest accrued, penalties imposed, and all taxes, excises, assessments, and other charges levied by any government agency, authority or union on, or because of, the services furnished by VENDOR for or used in the performance of the work herein.

   Payments to VENDOR may be withheld by WELLINGTON in its reasonable discretion on account of (i) defective work not remedied, (ii) claims filed against VENDOR, (iii) failure of

VENDOR to make payments promptly to subcontractors for labor, materials, or equipment, (iv) damage to WELLINGTON'S property, (v) failure to carry out the Work in accordance with this Agreement the Bid Documents and Vendor's response thereto or (vi) failure of VENDOR to bond off or satisfy the liens of any of its subcontractors, labors, or materialmen.

5. VENDOR shall provide to WELLINGTON all services, work, and products that are necessary to fulfill its obligations pursuant to the Project and the Specifications and Bid Documents. All prices for the items and work herein shall be in accordance with VENDOR'S response to the Project and in accordance with the Specifications, Bid Documents and this Agreement. All purchases shall be evidenced by a purchase order from WELLINGTON.

6. VENDOR shall maintain all insurance as is required by the Specifications and Bid Documents. Prior to commencing any work, performing services, or supplying products, VENDOR shall provide to WELLINGTON such insurance coverage that WELLINGTON has requested in the Specifications and Bid Documents. In addition, VENDOR agrees to provide to WELLINGTON such other insurance coverage requested by WELLINGTON'S Department of Risk Management and with such coverage amounts and deductibles as is requested by such Department.

7. All renewals of this Agreement shall be pursuant to the Specifications and Bid Documents. This Agreement and any renewals thereto are subject to annual appropriations by the Village of Wellington, and this Agreement is subject to fiscal funding out by WELLINGTON.

8. VENDOR agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this Agreement, the Project, and the Specifications and Bid Documents as it relates to WELLINGTON, including any work done by its subcontractors or at its direction, shall be free from all defects and done in a workmanlike manner. VENDOR warrants the merchantability and fitness of the products and services as contemplated in this Agreement, the Project, and the Specifications and Bid Documents.

9. VENDOR agrees to supply to WELLINGTON adequate personnel to provide timely completion of all projects and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pursue the services that are provided for in the Specifications and Bid Documents and as are determined by WELLINGTON for failure to comply with such timelines may result in deduction of payment as provided for therein.

10. VENDOR agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which WELLINGTON, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR, its employees, or agents arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes

11. In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether state or federal.

12. WELLINGTON reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by WELLINGTON.

13. The parties to this Agreement understand that WELLINGTON is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.

14. In addition to any other termination provision found in the Specifications and Bid Documents, this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for services and products rendered to WELLINGTON'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by WELLINGTON, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits from a termination by WELLINGTON.

15. Neither WELLINGTON nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

    Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

17. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

18. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

19. VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

20. A waiver by either WELLINGTON or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

21. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rending any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be

construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

22. WELLINGTON and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

23. This Agreement may not be modified unless such modifications are evidenced in writing, signed by both WELLINGTON and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.

24. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to WELLINGTON:	As to VENDOR:
Village Manager	Geoff Phillips
Village of Wellington	Wellington Professional Lawn Care
12300 Forest Hill Blvd.	PO Box 1134
Wellington, FL 33414	Loxahatchee, FL 33470

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

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

26. This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

IN WITNESS WHEREOF, WELLINGTON and VENDOR have executed this Agreement all as of the day and year first above written.

ATTESTS:

By: _____
Awilda Rodriguez, Village Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: _____
Bob Margolis, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Village Attorney

WITNESS:

_____

_____

VENDOR
G&C CAR CARE INC
DBA WELLINGTON PROFESSIONAL LAWN CARE

By: _____
As President

Geoffrey Phillips
Print Name

(CORPORATE SEAL)

SUBMIT BIDS TO:	REFER ALL INQUIRIES TO PRIMARY CONTACT:	Wellington
Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:(561)791-4055/Fax:(561)904-5809	**INVITATION TO BID** COMMODITY/SERVICE

BID TITLE:	BID NO:
Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers	**030-13/DZ**

NAME OF FIRM, ENTITY, or ORGANIZATION:
G & C Car Care Inc. D.B.A. Wellington Professional Lawn Care.

NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
Geoff Phillips	PO Box 1134	Loxahatchee	33470	FL
TITLE	**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**	**CITY:**	**ZIP:**	**STATE:**
President	3132 Fortune Way, Suite D8	Wellington	33414	FL

PHONE NUMBER:	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FIN):
561-790-5296	65-0060475
EMAIL ADDRESS: Wellprolawncare@aol.com	**STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)**
FAX NUMBER: 561-790-1861	n/a.

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation, please provide the following:

(A) *Date of Incorporation:* 06 / 09 / 1988 (Month / Day / Year) (B) *State or Country of Incorporation:* FLORIDA

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

[signature], Geoff Phillips, President

AUTHORIZED SIGNATURE (MANUAL) | AUTHORIZED SIGNATURE (PRINT OR TYPED) | TITLE (PRINT OR TYPED)

Council
Bob Margolis, Mayor
Howard K. Coates, Jr., Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John Greene, Councilman

Manager
Paul Schofield

ITB # 030-13/DZ
Title: Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers
Bid Opening Date: July 29, 2013at 10:00am
Addendum Date: July 18, 2013

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for **Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers.** Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

1. **Do we have to bid on all section of the bid?**
   Response: No, Wellington will evaluate the four sections independently - 1) Facilities 2) Primary Roadways 3) Rustic Ranches and 4) Equestrian Trails, Canal Banks, Slopes and Fingers. Wellington reserves the right to award each section independently. Bidders may submit pricing for one, two, three or all fours sections. When submitting pricing for any section, bidders must bid on all items in that section.

2. **What is the term of the contract?**
   Response: The term of the contract shall be for 3 years with 2 additional 1 year renewal options.

3. **When do you expect this contract to start?**
   Response: Wellington expects this contract (or contracts if awarded to multiple vendors) to start on October 1, 2013.

4. **The following Specifications for Weed Removal on both Primary and Secondary Roadways shall be changed to read:**
   - 5.2. Each cycle must commence on schedule and last no more than seven (7) days per cycle to complete.
   - 5.3. Each cycle is then subject to inspection for compliance. Weekly inspections will be performed and deductions shall be taken for areas found not to be **weed-free**. Deductions will be taken for incomplete work. There shall be no evidence of dead weeds.

5. **The following Specifications for General Requirements for Rustic Ranches shall be changed to read:**
   - 2.14 Areas that are saturated with standing water to the point that the mowing equipment may damage the turf shall be line trimmed (weed-eat), which includes the bottom / flow line of all swales.

6. **The following Specifications for Mow, Edge, Trim and Clean for Rustic Ranches shall be changed to read:**
   - 3.3 **Line trimming shall be done with each mowing** around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts, driveway culverts, headwalls, road side of all fences and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The

Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.

7. **Attached to this addendum please find revised Map Sheets #9 - PK1 and #9 – PK 1 Sheet 4 adding an additional area on Paddock Drive. In addition, revised Page 23 of the ITB documents has been revised adding this area to the Schedule of Value. Please use the revised sheet when compiling your bid submittal.**

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of

Addendum No. (1) One to be attached in front of Bid

Cashier's Check

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

KNOW ALL MEN BY THESE PRESENTS, that we Geoffrey Ronald Phillips

as Principal, hereinafter called the Principal, and G & E Car Care Inc dba. Wellington Professional Lawn Care

a corporation duly organized under the laws of the State of FLORIDA as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Wellington, Purchasing Dept., 12300 W. Forest Hill Boulevard, Wellington, FL 33414

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for **ITB #030-13/DZ – Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed July 29th 2013

Witnesses:

Jennifer Deans

G & E

Seal

By: Geoffrey R Phillips

Seal

By:

To:

Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Wellington Professional Lawn Care

(Vendor)

agrees to provide Landscape Maintenance Services for Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers in accordance with the requirements and specifications of the Bid Documents for Wellington as specified herein for Landscape Maintenance Services for Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Contractor's Signature

Dated this 28th day of July, 2013

(Month) (Year)

SCHEDULE OF VALUES PRIMARY ROADWAYS

#	Roadway Segment					
1	Aero Club Drive (Greenbriar Blvd. to Binks Forest Drive)	11,675	lf	All right of ways, including back of sidewalk to property lines. Take Off Place medians. Cedar Bluff Place - (west side of Aero Club Dr. only). All right of ways and corner clips at Aero Club Drive.	AC1	$ 240
2	Big Blue Trace (South Shore Blvd. to Wellington Trace)	7,720	lf	All right of ways, including back of sidewalk to property lines. Farmington entry wall and right of ways. Amesbury entry wall and right of ways. Lynton Circle entry wall and right of ways. Wiltshire Village entry and right of ways on Wiltshire Village Drive to cul-de-sac. Entry features (2) at South Shore Blvd.	BB1	$ 340
3	Big Blue Trace (Wellington Trace to Southern Blvd.)	N/A		Entry Wall at C-51 Canal (Southern Blvd.). FPL corridor landscape (both sides). Way finder sign. Silverbell Lane median & Doubletree Trail median. All right of ways including back of sidewalks to property lines.	BB2	$ 340
4	Binks Forest Drive (Aero Club Drive to Southern Blvd.)	6,250	lf	All medians and right of ways including back of sidewalk to property lines. Entry walls @ C-51 Canal (Southern Blvd.). Entry sign at Binks Forest Drive and Aero Club Drive. FPL Corridor landscape (both sides).	BF1	$ 350

5	Birkdale Drive (Forest Hill Blvd. to Wellington Trace)	6,772	lf	All right of ways, including back of sidewalk to property lines. NW Corner of Birkdale Drive & Forest Hill Blvd. (corner clip).	BD1	$ 340
6	Forest Hill Boulevard (SR 7 to Southern Boulevard)	21,882	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Entry Walls: Southern Blvd. (2) and Stribling Way (2). Boat Ramp Park, Veterans Park, Triangle, FPL Corridor, Quercus Court, Quercus Lane medians, Pinewood East Frontage and Eastwood wall to west of informational sign wall. East of South Shore Blvd. - all medians and to edge of sidewalk only.	FH 1	$ 1300
7	Greenview Shores (South Shore Blvd. To Binks Forest Drive)	15,554	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Landing Entry Walls (2). Meadow Avenue medians (2). Foresteria median.	GV 1	$ 390
8	Lake Worth Road (South Shore Blvd to City Limits)	8,779	lf	*City limits to 120th Avenue:* Entry walls (2). Median section (1) on LW Road between Isles View Drive and Isles Way South. Right of ways sections (2) between curb and sidewalk on south side of Lake Worth between Isles View Drive and 120th Avenue *120th to South Shore Blvd.:* Equestrian entry walls (2) @ 120th. North side of roadway to property line including under guardrails from South Shore Blvd. to C-6 Canal. South side of roadway to 20' from top of canal bank and under guardrails. Canal end (1) @ C-6 Canal.	LW 1	$ 390

9	Paddock Drive (Big Blue Trace to Horseshoe Trace)	3,456	lf	North side right of ways, including back of sidewalk to property lines. South side right of ways from Big Blue Trace to Azure Avenue, including back of sidewalk to property lines. Roundabout and entry wall features. Canal ends (2). Oleaster Avenue and Juniper Place medians. **Strip opposite Wellington Elementary.**	PK1	$ 150
10	Pierson Road and 120th Intersection	N/A		Equestrian entry walls (2). Roundabout and gazebo area(s).	120-2	$ 50
11	Royal Fern Drive (Forest Hill Blvd. to Birkdale Drive)	1,211	lf	All medians and islands at Birkdale Dr. All right of ways, including back of sidewalks to property lines.	RF1	$ 40
12	South Shore Blvd. (Forest Hill Blvd. to Lake Worth Road)	17,873	lf	All medians and right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (3). Margate Place right of ways. Chancellor Drive median. Entry Walls at Big Blue Trace (2).	SS1	$ 750
13	State Road 7/US441 (Forest Hill Blvd. north to Black Diamond)	5,022	lf	All medians (medians only).	SR1	$ 290
14	State Road 7/US441 (Forest Hill Blvd. south to Versailles)	9,225	lf	All medians (medians only).	SR2	$ 290
15	Stribling Way (SR7/US 441 to Lyons Road)	4,657	lf	All medians and right of ways to property line, including back of sidewalk.	SW3	$ 120
16	Wellington Trace (Forest Hill Blvd. to Greenview Shores Blvd.)	8,148	lf	All right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (1). Gold Piece Trail. Via Toscana-From edge of pavement to the back of the sidewalk including under fence and two (2) common areas	WT2	$ 200
17	Wellington Trace (Forest Hill Blvd. to Forest Hill Blvd.)	11,664	lf	All right of ways, including back of sidewalk to property lines. Canal ends (6). Arcadia Drive median.	WT1	$ 250

18	Lyons Road (Intersection of Lyons Road and Forest Hill Blvd.)	817	lf	Medians on Lyons Road at the intersection of Forest Hill Blvd.	LR1	$ 30
	Total Linear Feet	140,258	lf	**Total Cycle Cost** **(a cycle = all 18 (#1 thru #18) areas mowed (cut) and maintained)**		$ 5860
				Total Cost for 42 Cycles Per Fiscal Year **(Total Cycle Cost x 42)**		$ 246,120

1) **One cycle consists of 100% completion of the eighteen (18) areas listed**
2) **Cost per cut shall include the following: mowing, edging, trimming, weed & litter removal, plant & hedge trimming, weed eating and grass clipping removal.**
3) **Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.**

SCHEDULE OF AREAS FOR MOWING

#	Roadway Swales/Equestrian Crossing Areas				
1	Rustic Road	9,030	lf	Flying Cow Road to Cotton Trail Drive All swale areas to edge of road Equestrian crossing north of Rustic Road Edge pathway, weed eat, and mow	$300
		4.10	Ac.		
2	Cotton Trail Drive	2,488	lf	Rustic Road to Hollow Tree Lane All swale areas to edge of road	$300
		1.10	Ac.		
3	Hollow Tree Lane	10,489	lf	Flying Cow Road to canal at west end All swale areas to edge of road Equestrian crossing at the west end of Hollow Tree Lane Edge pathway, weed eat, and mow	$300
		4.80	Ac.		
4	Deer Path Lane	9,043	lf	Flying Cow Road to Skipics Way All swale areas to edge of road	$300
		4.20	Ac.		
5	Skipics Way	5,277	lf	Canal @ north end to canal @ south end All swale areas to edge of road Equestrian crossing at the south and north ends (both) of Skipics Way Edge pathway, weed eat, and mow	$300
		2.40	Ac.		
6	Norris Road	9,042	lf	Flying Cow Road to Skipics Way All swale areas to edge of road	$300
		4.20	Ac.		
Total Linear/Acreage Feet		45,369	lf	Total Cost Per Cycle For Roadway Swales/Equestrian Crossing Areas (a cycle = all 6 (#1 thru #6) areas mowed (cut) and maintained once)	A.) $1800
		20.80	Ac.		

#	Canal							
7	North Canal (runs east and west)	5,191	lf	5,191	lf	Flying Cow Road to west end (see master map for details), including trail head and fence at east end. Cut 25' beyond canal slope.	$ 1060	$ 180
		1.79	Ac.	2.98	Ac.			
8	Center Canal (runs east and west)	5,551	lf	5,551	lf	Flying Cow Road to west end (see master map for details). Cut 15' beyond canal slope.	$ 206	$ 50
		1.91	Ac.	1.91	Ac.			
9	West Canal (runs north and south)	5,211	lf	5,211	lf	North Canal to South Canal (see master map for details). Cut 15' beyond canal slope.	$ 100	$ 50
		1.79	Ac.	1.79	Ac.			
10	Middle Canal (runs north and south)	5,356	lf	5,356	lf	North Canal to South Canal (see master map for details). Cut 14' beyond canal slope.	$ 100	$ 56
		1.84	Ac.	1.72	Ac.			
Total Linear/Acreage Feet		21,309	lf	21,309	lf	Total Cost Per Cycle for Canal Slopes (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)	B.) $1400	
		7.33	Ac.	8.40	Ac.	Total Cost Per Cycle For Canal Banks (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)		C.) $ 336

1. Annual Roadway Swales and Equestrian Crossing Cost (15 Cycles - Total of A. x 15)	$ 27,000
2. Annual Canal Slope (6 Cycles) Cost (Total of B. x 6)	$ 8,400
3. Annual Canal Bank (15 Cycles) Cost (Total of C. x 15)	$ 5040
Total (#1, 2, & 3)	$ 40,440

Notes: **1. One cycle consists of 100% completion of the ten (10) Roadway Swales, Equestrian Crossings and Canal areas listed.**

2 Cost per cut shall include the following: mowing, edging, weed eating and grass clipping removal

3. Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.

1	C-1	PS#7 (Southern Blvd.) to 160th Trl. No.	23,635 lf 8.14 Ac.	9,085 lf 1.25 Ac.	1470-00	44-00
2	C-27	Flying Cow Road to PS #2	11,828 lf 1.90 Ac.	7,500 lf 0.52 Ac.	332-50	19-00
3	C-26	PS# 2 to C-7 Canal	21,100 lf 3.87 Ac.	15,800 lf 10.16 Ac.	700-00	360-00
4	C-2	PS# 4 to C-25 Canal	38,175 lf 7.01 Ac.	35,412 lf 36.58 Ac.	1250-00	1285-00
5	C-10	Aero Club Drive to C-2 Canal	1,139 lf 0.29 Ac.	1,139 lf 1.31 Ac.	52-50	46-00
6	C-10	C-2 Canal to C-3 Canal	n/a lf Ac.	5,364 lf 3.69 Ac.		130-00
7	C-15	C-2 Canal to Wellington Trace	n/a lf Ac.	1,600 lf 1.25 Ac.		45-00
8	C-15 C-18	Around Wellington High School	n/a lf Ac.	4,791 lf 6.05 Ac.		215-00
9	C-18	C-2 Canal to C-4 Canal	9,582 lf 2.86 Ac.	9,582 lf 2.20 Ac.	510-00	80-00
10	C-23	C-1 Canal to C-8 Canal	35,185 lf 7.30 Ac.	12,456 lf 1.14 Ac.	1280-00	40-00
11	C-23A	C-1 Canal to C-2 Canal	6,705.00 lf 2.15 Ac.	6,705 lf 2.77 Ac.	380-00	100-00
12	C-23 B	C-1 Canal to C-2 Canal	8,480 lf 2.72 Ac.	8,480 lf 3.50 Ac.	480-00	125-00
13	C-24 A	C-1 Canal to C-2 Canal	8,440 lf 1.55 Ac.	8,440 lf 1.55 Ac.	275-00	55-00
14	C-24	C-1 Canal to C-8 Canal	42,865 lf 13.78 Ac.	25,464 lf 26.30 Ac.	2500-00	925-00
15	C-25	C-2 Canal to C-8 Canal	29,792 lf 8.89 Ac.	8,268 lf 0.38 Ac.	1600-00	15-00

16	C-9	C-2 Canal to C-14 Canal	16,212 lf 3.72 Ac.	16,212 lf 9.30 Ac.	660-00	325-00
17	C-3	C-9 Canal to South	200 lf 0.08 Ac.	200 lf 0.08 Ac.	15-00	5-00
18	C-5	C-9 Canal to South	700 lf 0.18 Ac.	700 lf 0.30 Ac.	35-00	12-00
19	C-17	Birkdale Drive to Forest Hill Blvd.	3,325 lf 1.45 Ac.	3,325 lf 2.37 Ac.	260-00	85-00
20	C-8	PS# 6 to 50th Street	49,702 lf 18.25 Ac.	49,702 lf 27.38 Ac.	3200-00	960-00
21	C-7	PS# 3 to C-26 Canal	25,110 lf 4.03 Ac.	11,515 lf 2.64 Ac.	700-00	90-00
22	C-6	Pierson Road to C-26 Canal	23,019 lf 4.23 Ac.	12,077 lf 7.21 Ac.	750-00	250-00
23	C-4	Pierson Road to PS# 2	21,683 lf 6.97 Ac.	16,183 lf 11.14 Ac.	1220-00	390-00
24	C-28	C-8 Canal to C-14 Canal	6,036 lf 1.80 Ac.	4,213 lf 0.19 Ac.	320-00	7-00
25	C-14	C-51 Canal to C-28 Canal	6,616 lf 1.82 Ac.	6,616 lf 2.43 Ac.	320-00	85-00
26	C-13	C-9 Canal to Wellington Trace	1,470 lf 0.51 Ac.	1,470 lf 0.74 Ac.	90-00	26-00
27	Little Ranches Ditch	Adjacent to Acme Road **(See L.R. on Map)**	6,738 lf 1.62 Ac.	3,758 lf 0.17 Ac.	285-00	10-00
		Total Miles	**75.3 M**	**54.2 M**	A.) 18,685	B.) 5729
		Total Acreage	**105.12 Ac.**	**162.60 Ac.**	**Canal Slope Total Cycle Cost (#1 - #27)**	**Canal Bank Total Cycle Cost (#1 - #27)**

28	Blue Trail	Saddle Trail Equestrian Loop System **(See 28 on Map)**	13,728 lf 15.75 Ac.	700-00
29	Brown Trail	Paddock Park Equestrian Trail System **(See 29 on Map)**	7,392 lf 8.48 Ac.	300.00
30	Swale	Off of FPL Corridor between Spur & Westberry **(See 30 on Map)**	1,270 lf 1.46 Ac.	50-00
31	Swale	Off of Acme Road between Cindy Drive and Rambling Drive East **(See 31 on Map)**	3,767 lf 2.05 Ac.	100-00
32	Bridle Trail	Trotter Court to Draft Horse Lane **(See 32 on Map)**	1,608 lf 1.84 Ac.	50-00
		Total Miles and Acreage	**5.3 M** **29.58 Ac.**	C.) 1200-00 **Eq. Trail/Misc. Areas Total Cycle Cost (#28 - #32)**

1	**Annual Slope (6 Cycles) Cost (Total of A. x 6)**	112,110
2	**Annual Bank (15 Cycles) Cost (Total of B. x 15)**	85,935
3	**Annual Eq. Trail/Misc. Areas (15 Cycles) Cost (Total of C. x 15)**	18,000
	Total (#1, 2 & 3)	$ 216,045

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 23 years

2. What is the last project of this nature that you have completed?
Prior Contractor to Village of Wellington.
Similar Contracts with Tesoro POA, Palm Beach Point HOA plus 23 others

3. Have you ever failed to complete work awarded to you? If so, where and why?
NO

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Palm Beach Polo POA.	Wellington	Sal Spano -	561-596-9412
Palm Beach Point HOA	Wellington	Bev. Gotlieb	561-951-2899
Prestige Construction	North Palm Beach	Jim Paisley	561-707-3969

5. 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-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
Secondary Road Maintenance	Village of Wellington	$200,000	9-30-2015	20%
Tesoro POA Homes	Tesoro POA	$600,000	9-30-2013	90%

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

7. 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 the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
NONE	

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

Equipment Type	Equipment Type
2 x 4wd Tractors with bush-hog mowers	2 x 4wd Tractors with arm mowers
12 x Commercial Ride On Mowers	50 assorted weed eaters edgers.
4 x Commercial Walk Behind Mowers	blowers

9. What equipment will you purchase for the proposed work? One John Deere Tractor with large slope mower

10. What equipment will you rent for the proposed work? None

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Geoff Phillips – 30 years of management experience

12. The address of principal place of business is 3132 Fortune Way Suite 18 Wellington FL 33414

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:
Geoff Phillips - President / Treasurer / Secretary

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
Britannia Investments Inc.

15. 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

16. List and describe all successful 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

17. 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.
NONE

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.
NONE

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. NONE

20. List and disclose any and all business relations with any members of Wellington Council. NONE

Workforce

Geoffrey Phillips - Working Owner + General Manager

Currently

3 supervisors

Fully staffed office.

3 experienced tractor drivers

68 experienced landscape workers.

* Additional staff will be hired if we are awarded any of the contracts.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Contractor's Signature

#

Geoffrey Phillips

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

1. This sworn statement is submitted to VILLAGE OF WELLINGTON
[print name of the public entity]

by WELLINGTON PROFESSIONAL LAWN CARE or Geoffrey Phillips - President
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is 3132 Fortune Way, Suite D8 Wellington FL 33414 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0060475 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: —.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

[signature]

7-29-13
[date]

Subscribed and Sworn to (or affirmed) before me on 7-29-13 [date] by GEOFFREY PHILLIPS [name]

He/she is personally known to me or has presented [redacted] [type of identification] as identification.

Jennifer Deans
[Notary's Signature and Seal]

JENNIFER DEANS
Print Notary Name and Commission No.

JENNIFER E. DEANS
Notary Public - State of Florida
My Comm. Expires May 16, 2015
Commission # EE 94443

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS

Wellington gives preference to local businesses in certain purchasing situations as set forth in Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Wellington's Purchasing and Procurement Manual:

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☒ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: Wellington Professional Lawn Care
2. The address of the business is: 3132 Fortune Way, Suite D8, Wellington, FL. 33414
3. How long has the business been located at its current address: Same business park for 6 years (Different suite)
4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:
5. The previous name of the business is: _____
6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☑ (2) the following municipality: And Village of Wellington (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 65-0060475 Applicants Business Address 3132 Fortune Way, Suite 78 Wellington, FL. 33414

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: GEOFFREY PHILLIPS

Title: PRESIDENT

Date: 7-28-13

CITY OF: WELLINGTON

COUNTY OF: PALM BEACH

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 29th day of July, 2013 by GEOFFREY PHILLIPS. He/She is personally known to me or has presented FLDL as identification.

Jennifer Deans

(Signature of Notary)

(Print or Stamp Name of Notary)

JENNIFER E. DEANS
Notary Public - State of Florida
My Comm. Expires May 16, 2015
Commission # EE 94443

Notary Public FLORIDA

(State)

Notary Seal

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2012, by _____. He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

[✓] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[✓] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[✓] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[✓] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[✓] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

[ ] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Wellington Professional Lawn Care
COMPANY NAME

AUTHORIZED SIGNATURE

GEOFFREY PHILLIPS
NAME (PRINT OR TYPE)

President
TITLE

WELLI-1 OP ID: JF

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/13

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

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

PRODUCER R.V. Johnson Insurance 400 N. Cypress Drive, Suite 240 Tequesta, FL 33469 Donald L. Brady Phone: 561-745-8894 Fax: 561-745-8871	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED G & C Car Care Inc DBA Wellington Professional Lawn Care PO Box 1134 Loxahatchee, FL 33470	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Dominion Insurance Co. — 40231 INSURER B : FCCI Insurance Company — 20141 INSURER C : Ohio Casualty Group INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			MPG68918	03/01/13	03/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 500,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC12A55684	09/06/12	09/06/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0($ 1,000,0($ 1,000,0(
A	Equipment Floater			MPG68918	03/01/12	03/01/13		

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

Fax: 561-790-1861

CERTIFICATE HOLDER

VILLAGE

Village of Wellington
Planning & Zoning Dept.
Rose
14000 Greenbriar Blvd
Wellington, FL 33414

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Donald L. Brady

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The ACORD name and logo are registered marks of ACORD

Attached is your ***2012/2013 Wellington Local Business Tax Receipt***. Please verify the information and display at your place of business in a conspicuous location.

This receipt expires on **September 30, 2013**. Renewal Notices are mailed at the end of July to the last known mailing address. If you do not receive the notice by the middle of August, please contact us at (561) 791-4000. ***It is your responsibility to renew your receipt.***

You may renew your Local Business Tax Receipt online at www.wellingtonfl.gov

WELLINGTON

12300 FOREST HILL BLVD

2013 LOCAL BUSINESS TAX RECEIPT

EXPIRES: ***September 30, 2013***

BUSINESS TAX RECEIPT: ***13-00000032***

CLASSIFICATION: ***LANDSCAPE & HORTICULTURAL SERVICES***

DBA: ***WELLINGTON PROF LAWN CARE***

Address: ***11360 FORTUNE CIR 06A***
WELLINGTON FL 33414

PLEASE DETACH WALLET CARD

RECEIPT FEE	PENALTY FEE	MISC. FEE	TOTAL FEES
$100.00	$0.00	$0.00	$100.00

PLEASE DETACH HERE

WELLINGTON

LOCAL BUSINESS TAX RECEIPT
2012-2013

2013

12300 FOREST HILL BLVD
(561) 791-4000

LOCATION ADDRESS:
DBA: WELLINGTON PROF LAWN CARE
APPLICANT:
Address: **11360 FORTUNE CIR 06A**
WELLINGTON FL 33414

BUSINESS TAX RECEIPT: **13-00000032**
EXPIRES: **September 30, 2013**
ORIGINAL ISSUE DATE: **August 04, 2012**

CLASSIFICATION: ***LANDSCAPE & HORTICULTURAL SERVICES***

MAILING ADDRESS:
WELLINGTON PROF LAWN CARE
P O BOX 1134

LOXAHATCHEE FL 33470

WELLINGTON

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
11360 FORTUNE CIRCLE #E6A
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0029 LAWN & LANDSCAPE MAINTENANCE	PHILLIPS GEOFF PRES		B13.1387411 - 07/16/13	$33.00	B40154793

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

B1 - 395

WELLINGTON PROFESSIONAL LAWN CARE
WELLINGTON PROFESSIONAL LAWN CARE
PO BOX 1134
LOXAHATCHEE, FL 33470-1134

LBTR Number: 200626739
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
11360 FORTUNE CIRCLE #E6A
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	PHILLIPS GEOFFREY	U20444	B13.1387407 - 07/16/13	$99.00	B40154794

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

B3 - 394

WELLINGTON PROFESSIONAL LAWN CARE
WELLINGTON PROFESSIONAL LAWN CARE
PO BOX 1134
LOXAHATCHEE, FL 33470-1134

LBTR Number: 200626738
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
11360 FORTUNE CIRCLE #E6A
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0146 CW IRRIGATION SPRINKLER	PHILLIPS GEOFFREY	U20444	B13.1387409 - 07/16/13	$185.85	B40154792

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

B2 - 395

WELLINGTON PROFESSIONAL LAWN CARE
WELLINGTON PROFESSIONAL LAWN CARE
PO BOX 1134
LOXAHATCHEE, FL 33470-1134

LBTR Number: 200707408
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida
Department of State

I certify from the records of this office that G & C CAR CARE, INC. is a corporation organized under the laws of the State of Florida, filed on June 9, 1988.

The document number of this corporation is M84642.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on February 4, 2013, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Fourth day of February, 2013

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Ken Detzner

Secretary of State

Authentication ID: CC2929507240

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

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

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order

YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES✓ NO___ 2. Bid Acknowledgment Cover Sheet

YES✓ NO___ 3. Acknowledgment of addendums (if any)

YES✓ NO___ 4. Bid Bond/Surety

YES✓ NO___ 5. Bid Submittal

YES✓ NO___ 6. Schedule of Value

YES✓ NO___ 7. Equipment List — Part of This

YES✓ NO___ 8. List of Workforce

YES✓ NO___ 9. Questionnaire and References

YES✓ NO___ 10. Drug Free Workplace

YES✓ NO___ 11. Sworn Statement under Section 287.133(3) (a)

YES✓ NO___ 12. Wellington Local Preference Form

YES✓ NO___ 13. Conflict of Interest Statement

YES✓ NO___ 14. Insurance Certificates

YES✓ NO___ 15. Copy of Appropriate Licenses

✓ Copy of Cert of Good Standing - State of Florida.

WELLINGTON

ADVERTISEMENT/INVITATION TO BID

Wellington Council is accepting sealed bids for **ITB #030-13/DZ – Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers.** All Bids must be received, one (1) original and one (1) PDF (CD) copy, at the address below in the **Wellington Clerk's Office,** no later than **July 29, 2013** at **10:00 a.m. Local time** at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Wellington Clerk's time stamp shall be conclusive as to the timeliness of receipt.

Bid Documents may be obtained starting July 4, 2013 online at www.demandstar.com or www.wellingtonfl.gov or by calling Ed De La Vega 561-791-4055.

An Optional Pre-bid meeting will take place on July 11, 2013 at 2:00 PM Local Time at Wellington's City Hall located at 12300 Forest Hill Blvd, Wellington, Florida 33414.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

Wellington

ATTN: Clerk's Office

12300 Forest Hill Blvd

Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID ITB #030-13/DZ

Bids must be accompanied by a Bid Bond/Security in the amount of five percent (5%) of the Bid and must accompany each Bid in accord with the Instructions to Bidders.

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Ed De La Vega 12300 Forest Hill Blvd, Wellington, FL 33414: Phone 561-791-4055 or email edelavega@wellingtonfl.gov

Publish: Palm Beach Post - July 4, 2013 and July 7, 2013

Account #9-657448

SUBMIT BIDS TO:	REFER ALL INQUIRIES TO PRIMARY CONTACT:	Wellington
Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:(561)791-4055/Fax:(561)904-5809	**INVITATION TO BID** COMMODITY/SERVICE

BID TITLE:	BID NO:
Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers	**030-13/DZ**

NAME OF FIRM, ENTITY, or ORGANIZATION:				
NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
TITLE	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:

PHONE NUMBER:	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):
EMAIL ADDRESS:	STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)
FAX NUMBER:	

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: _____ *(B) State or Country of Incorporation:*

Month / Day / Year

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

/ /

AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (PRINT OR TYPED) TITLE (PRINT OR TYPED)

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.

2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	July 4, 2013
Number of Bid Hard Copies Including Original	1 Original and 1 PDF (CD) Copy	N/A
Optional Pre-Bid Meeting	2:00 PM	July 11, 2013
Questions from Bidders to Warrant Response/Addendum	06:00 pm	July 18, 2013
Bids Received By -- (Deadline & Opening)	10:00 am (Local Time)	July 29, 2013
Evaluation Committee Meeting (if applicable)	None	N/A
Posted Notice of Intended Award	Tentative/DemandStar.com/Clerk's Office	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	Tentative	Tentative

3. **NOTIFICATIONS:** Respondents are advised that http://www.demandstar.com is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check http://www.demandstar.com or Wellington's website www.wellingtonfl.gov for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.

4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Wellington, 12300 Forest Hill Blvd., Wellington, Florida 33414 no later than local time on stated TIMELINE.

   ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

   1. Bid Acknowledgement Cover Page
   2. Instruction to Bidders
   3. General Terms and Conditions
   4. Special Terms and Conditions
   5. Specifications
   6. General Instructions to Bidders
   7. Schedule of Values & Ordering Instructions and forms

   Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:

   (a) **Part III.A.7.c** -- Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
   (b) **Part III.A.7.d** -- Illicit Discharges and Improper Disposal- Spill Prevention and Response
   (c) **Part III.A.6** -- Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
   (d) **Part III.A.9.c** -- Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.

2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.

3 **PRICES QUOTED AND CASH DISCOUNTS:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. Prices negotiated during renewal terms shall remain firm and fixed for the duration of the renewal period. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes

4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.

5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.

6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).

If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.

A. **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.

B. **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

C. **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

D. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of

after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.

9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

10 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within sixty (60) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

11 **INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Interpretations will be made in the form of an addendum with all parties/bidders informed through demandstar.com posting and/or through hard copies when minimal changes are required. Bidder must submit to Wellington Purchasing Division at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

12 **DISPUTES:** Any person aggrieved by the decision of the Director of Office of Financial Management and Budget (OFMB) or his/her designee, may appeal to Wellington Manager within seven (7) days from the date of the Director of OFMB or designee's written decision. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of Wellington Manager. Wellington shall issue a Formal Addendum if substantial changes which impact the technical submission of bids are required. A copy of such Addendum will be sent to each bidder receiving the Invitation to Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

13 **LIMITATIONS ON VENDOR CONTACT WITH CITY DURING SOLICITATION PERIOD:** Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and Council award, any City of Wellington employee or official concerning any aspect of this solicitation, except in writing to the Purchasing Division or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

14 **AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

Wellington will evaluate 1)Facilities, 2)Primary Roadways, 3)Rustic Ranches and 4)Equestrian Trails, Canal Banks, Slopes and Fingers sections independently. Wellington reserves the right to award each section independently. Bidders may submit pricing for one or both areas. When submitting pricing for any area, bidders must bid on all items in that area.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) ***LOCAL PREFERENCE POLICY:*** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 Section 2.12.F of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:

(1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;

(2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

(d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

(e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

(f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

15 **BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.

16 **LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.

17 **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.

18 **OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

19 **SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

20 **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21 **ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

22 **QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

23 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the suppliers' negligence.

24 **BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** See Special Terms and Conditions section of the RFP.

25 **CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:

A) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

B) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.

C) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

26 **INVOICING AND PAYMENT**: Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **Purchase Orders.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Wellington directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Fla. Stat. § 218.70

27 **FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

28 **BID TABULATIONS**: Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

39 **APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

30 **ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.

31 **LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

32 **OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

33 **WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

34 **PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 **CONFLICT OF INTEREST AND CODE OF ETHICS:** The award is subject to provisions of State Statutes and Wellington policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches. If any Bidder violates or is a party to a violation of the code of ethics of Wellington and the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from bidding on any future Bids for work or for goods or services for Wellington. A copy of Wellington and State Ethics Codes is available at the office of Wellington Clerk, Wellington of Wellington, 12300 Forest Hill Blvd, Wellington FL 33414.

36 **NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 **PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after Notice of Intent is issued whichever occurs first. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

38 **TIE BIDS:** In the event there is a tie and one of the highest ranked proposers is a Western Communities local business, the award shall be made to the Western Communities local business. If a tie is between a Palm Beach County local business and a non-local business, the award the award shall be made to the Palm Beach County local business. If a tie occurs between two or more of either Palm Beach County local business or Western Communities local business, or non-local business, then the tie shall be broken by flipping a coin (R2009-91).

If a tie occurs between two non-local vendors than preference shall be given to those firms who have implemented a Drug Free Workplace Program. If the tied non-local firms all have Drug Free Workplace Programs, then the tie shall be decided by flipping a coin.

39 **ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40 **PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

41 **CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers. Wellington will evaluate 1)Facilities, 2)Primary Roadways, 3)Rustic Ranches and 4)Equestrian Trails, Canal Banks, Slopes and Fingers sections independently. Wellington reserves the right to award each section independently.

TERM OF CONTRACT: The initial term of the contract awarded shall be for three (3) years from the effective date of the contract and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually, not to exceed a maximum of two (2) years.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on proposer's cost increase not to exceed five percent (5%). A written notice sent to the Village for approval of any increase prior to renewal accompanied by proposer's documentation to substantiate need for price increase. No more than one price increase will be accepted during any renewal period.

The proposer may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 5% or more, the proposer is required to extend to the Village a price decrease equal in percentage to the percentage of the index.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit ITB. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington reserves the right to extend automatically any contract for a period not to exceed ninety (90) calendar days in order to provide Wellington with continual service while a new contract is solicited, evaluated and/or awarded

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington will evaluate Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers sections independently. Wellington reserves the right to award each section independently. Bidders may submit pricing for one or both areas. When submitting pricing for any area, bidders must bid on all items in that area. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.**

QUALIFICATIONS OF BIDDERS: Failure to submit the following requested information may result in bidder's bid being considered non-responsive.

1. A minimum of three (3) references that list a brief description of same type of work with similar requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, phone numbers, and e-mail addresses of owners. Bidders must only provide references they have worked with a minimum of one (1) year. References provided shall show similar requirements to that referenced in the bid.

2. Bidder to list equipment to be utilized. The Equipment list shall be up to date and shall include brand name and model numbers.
3. List the specific number of workforce and their titles to be assigned to this contract.
4. Wellington will not award this contract to any bidder who cannot provide evidence that their firm has been in business for a minimum of three (3) years, excluding any affiliates or parent companies. Bidder shall indicate number of years their firm has been in business.
5. Bidder shall have a primary phone line during regular work hours from Monday through Friday 7:00 AM -6:00 PM. Bidder shall indicate the primary phone number.
6. Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing landscape maintenance services and who can provide evidence that they have established a satisfactory record of performance for a sufficient fleet of equipment to ensure they can satisfactorily execute the services under the terms and conditions stated herein in accordance with all local, state and County laws and ordinances. The term 'equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by Wellington.
7. Wellington reserves the right, before awarding the Contract to require bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of the bidder, including past experience with Wellington.
8. As part of the bid evaluation process, Wellington may conduct an investigation of references. Bidder's submission of a Bid constitutes acknowledgement of the process and consent to investigate. Wellington is the sole judge in determining Bidder's qualifications.
9. Wellington is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the lowest responsive and responsible bidder licensed and qualified by experience to do the work herein. Successful bidder shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with Wellington may be used in the evaluation process in determining recommendation for award.

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete cycle(s).

INSURANCE: Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

a) Worker's Compensation insurance – as required by law. Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
b) Employee Liability Insurance - $1,000,000 per occurrence, $1,000,000 disease policy limit, and $1,000,000 disease each employee.
c) General Liability Insurance - $1,000,000 general aggregate, $1,000,000 per person, $1,000,000 each occurrence and $1,000,000 per accident for bodily injury.
d) Automobile Liability Insurance for owned vehicles, non-owned vehicles& hired vehicles - $1,000,000 annual aggregate, $1,000,000 per occurrence, $1,000,000 per accident for bodily injury and $1,000,000 per accident for property damage.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M Best's Insurance Guide.

The successful proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: Ed De La Vega

at (561)791-4055 edelavega@wellingtonfl.gov

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5809, EMAIL edelavega@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or `implied as to quantities that will require service during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

PROPOSAL SECURITY: Bid bond in the amount of 5% of the annual lump sum price is required. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety

[redacted]

1. SCOPE OF SERVICES

1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Wellington Facilities.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards for policing and mowing.

2.1. To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.

2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.

2.3. To provide all materials specifically required by this Contract.

2.4. To promptly notify the Landscape Supervisor or his appointee of any evidence of pest infestation.

2.5. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.

2.6. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.

2.7. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.

2.8. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

2.9. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.

2.10. All Facilities shall be mowed forty-two (42) times per fiscal year (October 1 thru September 30th). All hedges shall be trimmed twelve (12) times per fiscal year, (once per month).

2.11. Facilities shall be kept ***'weed free' at all times.***

2.12. Due to the varying dimensions of the facilities the acreage is noted on the bid tab and is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.

2.13. There shall be no mowing on holidays or Sundays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.

2.14. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division,).

2.15. All mowing equipment shall display name of company so it can be easily seen.

2.16. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.

2.17. Mowing supervisor shall be available at all times for phone contact by owner (Monday through Friday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

3.1. Absolutely no grass shall be blown into waterways, inlets, roads, etc.

3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.

3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.

3.4. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.

3.5. All grounds maintenance debris generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

4. LITTER

4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.

4.2. All grounds maintenance debris shall be removed from the canal banks, slopes, equestrian trails and grounds immediately following each service.

4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this *Contract*.

4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. OTHER

The contractor will not be responsible or liable for the condition of the landscape due to:

5.1. Drought

5.2. Freeze

5.3. Storm Damage

5.4. Other acts of nature

5.5. Malnutritional demise if fertilization is excluded

5.6. Traffic mishaps

6. NEW LOCATIONS AND/OR ADDITIONAL WORK, DELETION OR LOCATIONS AND/OR SERVICES

6.1. When requested, the Contractor shall furnish a written cost proposal for additional services and/or materials, as needed. Wellington also reserves the right to add, delete or change the scope of work, as needed. The Contractor shall receive written notification prior to any changes and prices will be negotiated accordingly.

6.2. The Contractor shall furnish a written cost proposal to provide landscape maintenance for new/additional locations. The new/additional locations shall be maintained in accordance with the statement of work in this proposal or one written specifically for the new/additional location.

7. Schedule

7.1. All Facilities shall be mowed forty-two (42) times per Fiscal Year (October 1st – September 30th), adhering to the following schedule:

Facilities (42 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	3	3	3	3	3	3
Month	April	May	June	July	August	September
Cycles per month	4	4	4	4	4	4

8. Invoice

8.1. A Facilities Landscape Maintenance Cycle Verification Form (FCVF) signed by the contractor shall be sent (via email or fax) to Wellington's Operations Supervisor (or his/her designee) every Monday detailing previous week's work for field verification.

8.2. The FCVF provides detailed information of the areas mowed (cuts)/maintained on a weekly basis. Although an adjusted payment (incomplete cycle) can be approved, the contractor must explain areas that were not completed and state significant reasons for delay of work (I.e.: weather, construction, unsafe conditions, etc.).

8.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor's representative. The FCVFs must have been submitted and verified by Wellington's Operations Supervisor for all work completed and referenced on the monthly invoice (for the previous month's cycles).

8.4. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division, will take place at the site of the skipped or missed areas to determine corrective action to be taken as it is Wellington's goal to have a cycle completed 100% each month scheduled and by the end of the third (3rd) week within the scheduled month.

1	Public Works Complex 14001 Pierson Road	2.93	ac	All areas as indicated on Detail PWC. The adjacent PBSO Complex to be bid on Line #2.	PWC	$
2	PBSO Complex 14000 Greenbriar Boulevard	1.14	ac	All areas as indicated on Detail PBSO.	PBSO	$
3	City Hall Complex 12300 Forest Hill Boulevard	9.40	ac	This Complex includes: Patriot Memorial, Scotts Place, Amphitheater, Community Center, Aquatic Center & Tennis Center.	CHC	$
4	Water Treatment Facility 1100 Wellington Trace	13.30	ac	All areas as indicated on Detail WTF.	WTF	$
5	Wastewater Treatment Facility 11860 Pierson Road	9.10	ac	All areas as indicated on Detail WWTF.	WWTF	$
6	Booster Facility # 1 2901 Ousley Farms Road	0.65	ac	All areas as indicated on Detail BF 1.	BF 1	$
7	Booster Facility # 2 11011 Lake Worth Road	0.67	ac	All areas as indicated on Detail BF 2.	BF 2	$
	Total Acreage (approx.)	**37.19**	**ac**	**Total Cycle Cost (a cycle = all 7 (# 1 thru # 7) areas mowed (cut) and maintained)**		$
				Total Cost for 42 Cycles Per Fiscal Year (Total Cycle Cost x 42)		$

Notes: 1. One cycle consists of 100% completion of the seven (7) areas listed.

2. Cost per cut shall include the following: mowing, edging, trimming, weed & litter removal, plant & hedge trimming, weed eating and grass clipping removal.

3. Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.

1. SCOPE OF SERVICES

1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Primary Roadways.

The scope of services consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards for policing and mowing.

2.1. To provide experienced personnel under **competent supervision** to perform all labor required by this Contract in a safe and workmanlike manner.

2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.

2.3. Any and all designated areas are to be left clean and free of fallen limbs, paper, trash or debris of any kind. Weeds and grass shall be removed from beds, between curb and asphalt, and pedestrian paths. The contractor is responsible for any damage done by his/her personnel to any trees, fixtures, shrubs, and/or structures, etc. while performing this service. Any damage done will be repaired or replaced at the contractor's expense. The contractor is required to take every precaution to have a safe work area to protect the contactor's employees, the residents of Wellington, and the general public. These precautions shall include, but not limited to, "Worker Ahead", Men Working", "Road Work Ahead", signs as required by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).

2.4. To provide all materials specifically required by this Contract.

2.5. To promptly notify the Landscape Maintenance Supervisor or his appointee of any evidence of pest infestation.

2.6. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.

2.7. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.

2.8. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.

2.9. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

2.10. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.

2.11. All primary roadways and their specialty areas shall be maintained a minimum of forty-two (42) times per fiscal year (October 1st thru September 30th). Per cut pricing shall be used to add or delete number of cuts for a particular area.

2.12. Linear feet measurements noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the right of ways, easements, etc. the acreage is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.

2.13. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.

2.14. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division).

2.15. All mowing equipment shall display name of company so it can be easily seen.

2.16. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.

2.17. A mowing/maintenance supervisor shall be available at all times for phone contact by owner/city (Monday through Saturday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

3.1. All mowers will be equipped **with catching device** capability or "mulching type". Absolutely no grass shall be blown into waterways, inlets, roads, etc. All grass clippings shall be removed from turf areas and hauled to a proper disposal site.

3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.

3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.

3.4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences and on other areas that can be edged will be done before, during or as an immediate operation following each mowing.

3.5. All debris shall be removed from the turf area(s) and landscaped beds prior to the commencement of the mowing operation.

3.6. All maintenance debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

3.7. Remove all Palms fronds, branches and other debris from site after completion of each mowing and trimming cycle.

4. LITTER

4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.

4.2. All maintenance debris generated during maintenance activity shall be removed from the turf areas and landscape beds immediately following each service.

4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.

4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. WEED REMOVAL

5.1. Contractor shall understand that weed removal work is to be performed as frequently as necessary, each week, Monday – Saturday, 7:00 a.m. – 5:00 p.m. for the purpose of obtaining a **WEED FREE environment at ALL times. Contractor is responsible for keeping all areas weed-free at all times.**

5.2. Each frequency must commence on schedule and last no more than two (2) days per frequency to complete.

5.3. Each frequency is then subject to inspection for compliance. Weekly inspections will be performed and deductions shall be taken for areas found not to be **weed-free**. Deductions will be taken for incomplete work. There shall be no evidence of dead weeds.

5.4. Contactor shall supply all chemicals as part of the contract at no additional cost. Contractor shall use a one-day weed elimination project for highly visible areas.

5.5. All weed debris is to be removed from the site the same day.

5.6. Non-compliance of weed removal is subject to verbal warnings, vendor performance reports, deductions and/or contract cancellation.

5.7. Contractor shall pay particular attention to weed/grass growth where pavement edges meet curbs at sidewalk curb joints. These areas shall be addressed at each cycle (min. 42 x annually).

6. PRUNING & TRIMMING

6.1. Once per month, contractor shall trim all hedges, bushes, shrubs and ground cover to the City's designated height and width specifications. All shrubs, bushes and hedges, etc. within the landscaped areas, which may impede traffic visibility must be trimmed to and maintained at a height not to exceed 30" above top of curb. Remove and dispose (offsite) all trimming debris on the same day the operation takes place. Miscellaneous items such as dead Lilly leaves, broken branches, fallen or hanging Palm fronds, etc. are to be removed as well.

6.2. No trimming shall be performed on Oak trees.

7. NEW LOCATIONS, ADDITIONAL WORK, DELETED LOCATIONS AND/OR SERVICES

7.1. When requested, the Contractor shall furnish a written cost proposal for additional/new services/or materials, as needed. Any and all new/additional locations shall be maintained in accordance with the statement of work in this proposal or one written specifically for the new/additional location. Wellington also reserves the right to add, delete or change the scope of work, as needed. The Contractor shall receive written notification prior to any changes and prices will be negotiated accordingly.

8. SCHEDULE

8.1. All primary roadways and specialty areas shall be mowed/maintained a minimum of forty-two (42) times per Fiscal Year (October 1st – September 30th), adhering to the following schedules:

Primary Roadways and Specialty Areas (42 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	4	4	3	2	2	3
Month	April	May	June	July	August	September
Cycles per month	4	4	4	4	4	4
***A cycle consists of 100% completion of all nineteen (19) areas listed on the Primary Roadway and Specialty Areas Bid Tabulation Sheet.**						

9. INVOICE/BILLING

9.1. A Primary Roadway Landscape Maintenance Cycle Verification Form (PCVF) signed by the contractor shall be sent (via email or fax) to Wellington's Operations Supervisor (or his/her designee) every Monday detailing previous week's work for field verification.

9.2. The PCVF provides detailed information of the areas mowed (cuts)/maintained on a weekly basis. Although an adjusted payment (incomplete cycle) can be approved, the contractor must explain areas that were not completed and state significant reasons for delay of work (I.e.: weather, construction, unsafe conditions, etc.).

9.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor's representative. The PCVFs must have been submitted and verified by Wellington's Operations Supervisor for all work completed and referenced on the monthly invoice (for the previous month's cycles).

9.4. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Landscape Division, will take place at the site of the incomplete, skipped or missed area(s) to determine corrective action to be taken as it is Wellington's goal to have scheduled (see calendar) cycles completed 100% each month.

1	Aero Club Drive (Greenbriar Blvd. to Binks Forest Drive)	11,675	lf	All right of ways, including back of sidewalk to property lines. Take Off Place medians. Cedar Bluff Place - (west side of Aero Club Dr. only). All right of ways and corner clips at Aero Club Drive.	AC1	$
2	Big Blue Trace (South Shore Blvd. to Wellington Trace)	7,720	lf	All right of ways, including back of sidewalk to property lines. Farmington entry wall and right of ways. Amesbury entry wall and right of ways. Lynton Circle entry wall and right of ways. Wiltshire Village entry and right of ways on Wiltshire Village Drive to cul-de-sac. Entry features (2) at South Shore Blvd.	BB1	$
3	Big Blue Trace (Wellington Trace to Southern Blvd.)	N/A		Entry Wall at C-51 Canal (Southern Blvd.). FPL corridor landscape (both sides). Way finder sign. Silverbell Lane median & Doubletree Trail median. All right of ways including back of sidewalks to property lines.	BB2	$
4	Binks Forest Drive (Aero Club Drive to Southern Blvd.)	6,250	lf	All medians and right of ways including back of sidewalk to property lines. Entry walls @ C-51 Canal (Southern Blvd.). Entry sign at Binks Forest Drive and Aero Club Drive. FPL Corridor landscape (both sides).	BF1	$

5	Birkdale Drive (Forest Hill Blvd. to Wellington Trace)	6,772	lf	All right of ways, including back of sidewalk to property lines. NW Corner of Birkdale Drive & Forest Hill Blvd. (corner clip).	BD1	$
6	Forest Hill Boulevard (SR 7 to Southern Boulevard)	21,882	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Entry Walls: Southern Blvd. (2) and Stribling Way (2). Boat Ramp Park, Veterans Park, Triangle, FPL Corridor, Quercus Court, Quercus Lane medians, Pinewood East Frontage and Eastwood wall to west of informational sign wall. East of South Shore Blvd. - all medians and to edge of sidewalk only.	FH 1	$
7	Greenview Shores (South Shore Blvd. To Binks Forest Drive)	15,554	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Landing Entry Walls (2). Meadow Avenue medians (2). Foresteria median.	GV 1	$
8	Lake Worth Road (South Shore Blvd to City Limits)	8,779	lf	*City limits to 120th Avenue:* Entry walls (2). Median section (1) on LW Road between Isles View Drive and Isles Way South. Right of ways sections (2) between curb and sidewalk on south side of Lake Worth between Isles View Drive and 120th Avenue *120th to South Shore Blvd.:* Equestrian entry walls (2) @ 120th. North side of roadway to property line including under guardrails from South Shore Blvd. to C-6 Canal. South side of roadway to 20' from top of canal bank and under guardrails. Canal end (1) @ C-6 Canal.	LW 1	$

9	Paddock Drive (Big Blue Trace to Horseshoe Trace)	3,009	lf	North side right of ways, including back of sidewalk to property lines. South side right of ways from Big Blue Trace to Azure Avenue, including back of sidewalk to property lines. Roundabout and entry wall features. Canal ends (2). Oleaster Avenue and Juniper Place medians.	PK1	$
10	Pierson Road and 120th Intersection	N/A		Equestrian entry walls (2). Roundabout and gazebo area(s).	120-2	$
11	Royal Fern Drive (Forest Hill Blvd. to Birkdale Drive)	1,211	lf	All medians and islands at Birkdale Dr. All right of ways, including back of sidewalks to property lines.	RF1	$
12	South Shore Blvd. (Forest Hill Blvd. to Lake Worth Road)	17,873	lf	All medians and right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (3). Margate Place right of ways. Chancellor Drive median. Entry Walls at Big Blue Trace (2).	SS1	$
13	State Road 7/US441 (Forest Hill Blvd. north to Black Diamond)	5,022	lf	All medians (medians only).	SR1	$
14	State Road 7/US441 (Forest Hill Blvd. south to Versailles)	9,225	lf	All medians (medians only).	SR2	$
15	Stribling Way (SR7/US 441 to Lyons Road)	4,657	lf	All medians and right of ways to property line, including back of sidewalk.	SW3	$
16	Wellington Trace (Forest Hill Blvd. to Greenview Shores Blvd.)	8,148	lf	All right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (1). Gold Piece Trail. Via Toscana-From edge of pavement to the back of the sidewalk including under fence and two (2) common areas	WT2	$
17	Wellington Trace (Forest Hill Blvd. to Forest Hill Blvd.)	11,664	lf	All right of ways, including back of sidewalk to property lines. Canal ends (6). Arcadia Drive median.	WT1	$

18	Lyons Road (Intersection of Lyons Road and Forest Hill Blvd.)	817	lf		Medians on Lyons Road at the intersection of Forest Hill Blvd.	LR1	$
	Total Linear Feet	140,258	lf		**Total Cycle Cost (a cycle = all 18 (#1 thru #18) areas mowed (cut) and maintained)**		$
					Total Cost for 42 Cycles Per Fiscal Year (Total Cycle Cost x 42)		$

1) **One cycle consists of 100% completion of the eighteen (18) areas listed**
2) **Cost per cut shall include the following: mowing, edging, trimming, weed & litter removal, plant & hedge trimming, weed eating and grass clipping removal.**
3) **Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.**

1. SCOPE OF SERVICES

1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Roadway Swales and Canal Easements &/or Rights of Ways.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards for policing and mowing.

2.1. To provide experienced personnel under **competent supervision** to perform all labor required by this Contract in a safe and workmanlike manner.

2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.

2.3. To provide all materials specifically required by this Contract.

2.4. To promptly notify the Landscape Maintenance Supervisor or his appointee of any evidence of pest infestation.

2.5. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.

2.6. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.

2.7. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

2.8. Rustic Ranches is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.

2.9. Linear feet measurements noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the rights of way, easements, etc. the acreage is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.

2.10. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.

2.11. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division).

2.12. Per cut price shall be used to add/subtract or delete number of cuts for a particular area.

2.13. All mowing equipment shall display name of company so it can be easily seen.

2.14. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.

2.15. A mowing/maintenance supervisor shall be available at all times for phone contact by owner/city (Monday through Friday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

3.1. All mowers will be equipped **with catching device** capability or "mulching type". Absolutely no grass shall be blown into waterways, inlets, roads, etc.

3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.

3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts, driveway culverts, headwalls, and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.

3.4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences and on other areas that can be edged will be done before, during or as an immediate operation following each mowing.

3.5. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.

3.6. All maintenance debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

4. LITTER

4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.

4.2. All maintenance debris generated during maintenance activity shall be removed from the turf areas immediately following each service.

4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.

4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. NEW LOCATIONS, ADDITIONAL WORK, DELETED LOCATIONS AND/OR SERVICES

5.1. When requested, the Contractor shall furnish a written cost proposal for additional/new services/locations and/or materials, as needed. Any and all new/additional locations shall be maintained in accordance with the statement of work in this proposal or one written specifically for the new/additional location. Wellington also reserves the right to add, delete or change the scope of work, as needed. The Contractor shall receive written notification prior to any changes and prices will be negotiated accordingly.

6. SCHEDULE

6.1. All roadway swales and equestrian crossings shall be mowed/maintained a minimum of fifteen (15) times per Fiscal Year (October 1st – September 30th), adhering to the following schedule:

Rustic Ranches - Roadways Swales and Equestrian Crossings (15 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	1	0	0
Month	April	May	June	July	August	September
Cycles per month	1	2	2	2	2	2
***A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.**						

6.2. All Canals Banks shall be mowed/maintained a minimum of fifteen (15) times per Fiscal Year (October 1st – September 30th) adhering to the following schedule.

Rustic Ranches - Canals Banks (15 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	0	0	1
Month	April	May	June	July	August	September
Cycles per month	1	2	2	2	2	2
***A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.**						

6.3. All Canal Slopes shall be mowed/maintained a minimum of six (6) times per Fiscal Year (October 1st – September 30th) adhering to the following schedule.

Rustic Ranches - Canals Slopes Six (6) Cycles)

Month	October	November	December	January	February	March
Cycles per month	1	-	1	-	1	-
Month	April	May	June	July	August	September
Cycles per month	1	-	1	-	1	-
***A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.**						

7. INVOICE/BILLING

7.1. A Roadway Swales/Equestrian Crossings/Canal Landscape Maintenance Invoice Verification Form (RECVF) signed by the contractor shall be sent (via email or fax) to Wellington's Operations Supervisor (or his/her designee) every Monday detailing previous week's work for field verification.

7.2. The RECVF provides detailed information of the areas mowed (cuts)/maintained on a weekly basis. Although an adjusted payment (incomplete cycle) can be approved, the contractor must explain areas that were not completed and state significant reasons for delay of work (I.e.: weather, construction, unsafe conditions, etc.).

7.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor's representative. The RECVFs must have been submitted and verified by Wellington's Operations Supervisor for all work completed and referenced on the monthly invoice (for the previous month's cycles).

7.4. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Landscape Division, will take place at the site of the incomplete, skipped or missed area(s) to determine corrective action to be taken as it is Wellington's goal to have scheduled (see calendar) cycles completed 100% each month.

1	Rustic Road	9,030	lf	Flying Cow Road to Cotton Trail Drive All swale areas to edge of road Equestrian crossing north of Rustic Road Edge pathway, weed eat, and mow	
		4.10	Ac.		
2	Cotton Trail Drive	2,488	lf	Rustic Road to Hollow Tree Lane All swale areas to edge of road	
		1.10	Ac.		
3	Hollow Tree Lane	10,489	lf	Flying Cow Road to canal at west end All swale areas to edge of road Equestrian crossing at the west end of Hollow Tree Lane Edge pathway, weed eat, and mow	
		4.80	Ac.		
4	Deer Path Lane	9,043	lf	Flying Cow Road to Skipics Way All swale areas to edge of road	
		4.20	Ac.		
5	Skipics Way	5,277	lf	Canal @ north end to canal @ south end All swale areas to edge of road Equestrian crossing at the south and north ends (both) of Skipics Way Edge pathway, weed eat, and mow	
		2.40	Ac.		
6	Norris Road	9,042	lf	Flying Cow Road to Skipics Way All swale areas to edge of road	
		4.20	Ac.		
Total Linear/Acreage Feet		45,369	lf	Total Cost Per Cycle For Roadway Swales/Equestrian Crossing Areas (a cycle = all 6 (#1 thru #6) areas mowed (cut) and maintained once)	A.)
		20.80	Ac.		

7	North Canal (runs east and west)	5,191	lf	5,191	lf	Flying Cow Road to west end (see master map for details), including trail head and fence at east end. Cut 25' beyond canal slope.	$	$
		1.79	Ac.	2.98	Ac.			
8	Center Canal (runs east and west)	5,551	lf	5,551	lf	Flying Cow Road to west end (see master map for details). Cut 15' beyond canal slope.	$	$
		1.91	Ac.	1.91	Ac.			
9	West Canal (runs north and south)	5,211	lf	5,211	lf	North Canal to South Canal (see master map for details). Cut 15' beyond canal slope.	$	$
		1.79	Ac.	1.79	Ac.			
10	Middle Canal (runs north and south)	5,356	lf	5,356	lf	North Canal to South Canal (see master map for details). Cut 14' beyond canal slope.	$	$
		1.84	Ac.	1.72	Ac.			
Total Linear/Acreage Feet		21,309	lf	21,309	lf	Total Cost Per Cycle for Canal Slopes (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)	B.)	
		7.33	Ac.	8.40	Ac.	Total Cost Per Cycle For Canal Banks (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)		C.)

1. Annual Roadway Swales and Equestrian Crossing Cost (15 Cycles - Total of A. x 15)	
2. Annual Canal Slope (6 Cycles) Cost (Total of B. x 6)	
3. Annual Canal Bank (15 Cycles) Cost (Total of C. x 15)	
Total (#1, 2, & 3)	$

Notes: **1. One cycle consists of 100% completion of the ten (10) Roadway Swales, Equestrian Crossings and Canal areas listed.**

2 Cost per cut shall include the following: mowing, edging, weed eating and grass clipping removal

3. Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.

1. SCOPE OF SERVICES

1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Wellington Equestrian Trails, canal banks, canal slopes and canal fingers.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards for policing and mowing.

2.1. To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.

2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.

2.3. To provide all materials specifically required by this Contract.

2.4. To promptly notify the Surface Water Manager or his appointee of any evidence of pest infestation.

2.5. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.

2.6. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.

2.7. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.

2.8. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

2.9. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.

2.10. All canal banks and equestrian trails/miscellaneous areas shall be mowed fifteen (15) times per fiscal year (October 1 thru September 30th). All canal slopes shall be mowed six (6) times per fiscal year.

2.11. All canal bank mowing is from top of slope to fence, hedge, obstruction, and/or property line.

2.12. Canal bank width of cut may vary, but minimum cut width is 20 feet for excessively wide bank areas (i.e. FPL corridors, etc.).

2.13. All slope mowing is from top of slope to edge of water (normal water stage = 12.0 NGVD).

2.14. Linear feet measurement noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the banks, trails and slopes the acreage is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.

2.15. Any areas, including slopes (to water edge) that cannot be reached with a mower shall be power trimmed using a line size suited for that purpose.

2.16. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division.

2.17. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division).

2.18. All mowing equipment shall display name of company so it can be easily seen.

2.19. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division) to schedule a meeting at the site.

2.20. Mowing supervisor shall be available at all times for phone contact by owner (Monday through Friday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

3.1. Absolutely no grass shall be blown into waterways, inlets, roads, etc.

3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.

3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.

3.4. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.

3.5. All grounds maintenance debris generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

4. LITTER

4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.

4.2. All grounds maintenance debris shall be removed from the canal banks, slopes, equestrian trails and grounds immediately following each service.

4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this *Contract*.

4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. OTHER

The contractor will not be responsible or liable for the condition of the landscape due to:

5.1. Drought

5.2. Freeze

5.3. Storm Damage

5.4. Other acts of nature

5.5. Malnutritional demise if fertilization is excluded

5.6. Traffic mishaps

6. NEW LOCATIONS AND/OR ADDITIONAL WORK, DELETION OR LOCATIONS AND/OR SERVICES

6.1. When requested, the Contractor shall furnish a written cost proposal for additional services and/or materials, as needed. Wellington also reserves the right to add, delete or change the scope of work, as needed. The Contractor shall receive written notification prior to any changes and prices will be negotiated accordingly.

6.2. The Contractor shall furnish a written cost proposal to provide landscape maintenance for new/additional locations. The new/additional locations shall be maintained in accordance with the statement of work in this proposal or one written specifically for the new/additional location.

7. Schedule

7.1. All canal banks, equestrian trails, miscellaneous/swale areas shall be mowed fifteen (15) times per Fiscal Year (October 1st – September 30th), adhering to the following schedules:

Canal Banks, Equestrian Trails and Miscellaneous/Swale Areas (15 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	0	1	0
Month	April	May	June	July	August	September
Cycles per month	1	2	2	2	2	2

7.2. All canal slopes shall be mowed bi-monthly (six (6) times) per Fiscal Year (October 1st – September 30th) beginning in October.

Canal Slopes (6 Cycles)						
Month	October	December	February	April	June	August
Cycles per month	1	1	1	1	1	1

8. Invoice

8.1. A Canal Banks, Equestrian Trails and Miscellaneous/Swale Areas Cycle Verification Form (CCVF) and map signed by the contractor shall be sent (via email or fax) to Wellington's Operations Supervisor (or his/her designee) every Monday detailing previous week's work for field verification.

8.2. The CCVF provides detailed information of the areas mowed (cuts)/maintained on a weekly basis. Although an adjusted payment (incomplete cycle) can be approved, the contractor must explain areas that were not completed and state significant reasons for delay of work (I.e.: weather, construction, unsafe conditions, etc.).

8.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor's representative. The CCVFs must have been submitted and verified by Wellington's Operations Supervisor for all work completed and referenced on the monthly invoice (for the previous month's cycles).

8.4. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Surface Water Management Division, will take place at the site of the skipped or missed areas to determine corrective action to be taken as it is Wellington's goal to have a cycle completed 100% each month scheduled and by the end of the third (3^{rd}) week within the scheduled month.

1	C-1	PS#7 (Southern Blvd.) to 160th Trl. No.	23,635 lf 8.14 Ac.	9,085 lf 1.25 Ac.		
2	C-27	Flying Cow Road to PS #2	11,828 lf 1.90 Ac.	7,500 lf 0.52 Ac.		
3	C-26	PS# 2 to C-7 Canal	21,100 lf 3.87 Ac.	15,800 lf 10.16 Ac.		
4	C-2	PS# 4 to C-25 Canal	38,175 lf 7.01 Ac.	35,412 lf 36.58 Ac.		
5	C-10	Aero Club Drive to C-2 Canal	1,139 lf 0.29 Ac.	1,139 lf 1.31 Ac.		
6	C-10	C-2 Canal to C-3 Canal	n/a lf Ac.	5,364 lf 3.69 Ac.		
7	C-15	C-2 Canal to Wellington Trace	n/a lf Ac.	1,600 lf 1.25 Ac.		
8	C-15 C-18	Around Wellington High School	n/a lf Ac.	4,791 lf 6.05 Ac.		
9	C-18	C-2 Canal to C-4 Canal	9,582 lf 2.86 Ac.	9,582 lf 2.20 Ac.		
10	C-23	C-1 Canal to C-8 Canal	35,185 lf 7.30 Ac.	12,456 lf 1.14 Ac.		
11	C-23A	C-1 Canal to C-2 Canal	6,705.00 lf 2.15 Ac.	6,705 lf 2.77 Ac.		
12	C-23 B	C-1 Canal to C-2 Canal	8,480 lf 2.72 Ac.	8,480 lf 3.50 Ac.		
13	C-24 A	C-1 Canal to C-2 Canal	8,440 lf 1.55 Ac.	8,440 lf 1.55 Ac.		
14	C-24	C-1 Canal to C-8 Canal	42,865 lf 13.78 Ac.	25,464 lf 26.30 Ac.		
15	C-25	C-2 Canal to C-8 Canal	29,792 lf 8.89 Ac.	8,268 lf 0.38 Ac.		

16	C-9	C-2 Canal to C-14 Canal	16,212 lf 3.72 Ac.	16,212 lf 9.30 Ac.		
17	C-3	C-9 Canal to South	200 lf 0.08 Ac.	200 lf 0.08 Ac.		
18	C-5	C-9 Canal to South	700 lf 0.18 Ac.	700 lf 0.30 Ac.		
19	C-17	Birkdale Drive to Forest Hill Blvd.	3,325 lf 1.45 Ac.	3,325 lf 2.37 Ac.		
20	C-8	PS# 6 to 50th Street	49,702 lf 18.25 Ac.	49,702 lf 27.38 Ac.		
21	C-7	PS# 3 to C-26 Canal	25,110 lf 4.03 Ac.	11,515 lf 2.64 Ac.		
22	C-6	Pierson Road to C-26 Canal	23,019 lf 4.23 Ac.	12,077 lf 7.21 Ac.		
23	C-4	Pierson Road to PS# 2	21,683 lf 6.97 Ac.	16,183 lf 11.14 Ac.		
24	C-28	C-8 Canal to C-14 Canal	6,036 lf 1.80 Ac.	4,213 lf 0.19 Ac.		
25	C-14	C-51 Canal to C-28 Canal	6,616 lf 1.82 Ac.	6,616 lf 2.43 Ac.		
26	C-13	C-9 Canal to Wellington Trace	1,470 lf 0.51 Ac.	1,470 lf 0.74 Ac.		
27	Little Ranches Ditch	Adjacent to Acme Road **(See L.R. on Map)**	6,738 lf 1.62 Ac.	3,758 lf 0.17 Ac.		
		Total Miles	**75.3 M**	**54.2 M**	**A.)**	**B.)**
		Total Acreage	**105.12 Ac.**	**162.60 Ac.**	**Canal Slope Total Cycle Cost (#1 - #27)**	**Canal Bank Total Cycle Cost (#1 - #27)**

28	Blue Trail	Saddle Trail Equestrian Loop System **(See 28 on Map)**	13,728 lf 15.75 Ac.	
29	Brown Trail	Paddock Park Equestrian Trail System **(See 29 on Map)**	7,392 lf 8.48 Ac.	
30	Swale	Off of FPL Corridor between Spur & Westberry **(See 30 on Map)**	1,270 lf 1.46 Ac.	
31	Swale	Off of Acme Road between Cindy Drive and Rambling Drive East **(See 31 on Map)**	3,767 lf 2.05 Ac.	
32	Bridle Trail	Trotter Court to Draft Horse Lane **(See 32 on Map)**	1,608 lf 1.84 Ac.	
		Total Miles and Acreage	**5.3 M** **29.58 Ac.**	**C.)** **Eq. Trail/Misc. Areas Total Cycle Cost (#28 - #32)**

1	**Annual Slope (6 Cycles) Cost (Total of A. x 6)**	
2	**Annual Bank (15 Cycles) Cost (Total of B. x 15)**	
3	**Annual Eq. Trail/Misc. Areas (15 Cycles) Cost (Total of C. x 15)**	
	Total (#1, 2 & 3)	**$**

Note: Please submit your bid in this order

YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES___ NO___ 2. Bid Acknowledgment Cover Sheet

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Bond/Surety

YES___ NO___ 5. Bid Submittal

YES___ NO___ 6. Schedule of Value

YES___ NO___ 7. Equipment List

YES___ NO___ 8. List of Workforce

YES___ NO___ 9. Questionnaire and References

YES___ NO___ 10. Drug Free Workplace

YES___ NO___ 11. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 12. Wellington Local Preference Form

YES___ NO___ 13. Conflict of Interest Statement

YES___ NO___ 14. Insurance Certificates

YES___ NO___ 15. Copy of Appropriate Licenses

To:

Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

_____

(Vendor)

agrees to provide Landscape Maintenance Services for Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers in accordance with the requirements and specifications of the Bid Documents for Wellington as specified herein for Landscape Maintenance Services for Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

_____

Contractor's Signature

Dated this_____ day of_____, _____

(Month) (Year)

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____

as Principal, hereinafter called the Principal, and _____

_____

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Wellington, Purchasing Dept., 12300 W. Forest Hill Boulevard, Wellington, FL 33414

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for **ITB #030-13/DZ – Landscape Maintenance Services- Facilities, Primary Roadways, Rustic Ranches and Equestrian Trails, Canal Banks, Slopes and Fingers**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed _____

Witnesses: _____

Seal

_____ By:_____

_____

Seal

_____ By:_____

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? _____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. 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-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% Completion to Date

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

   _____

7. 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 the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

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

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? _____

10. What equipment will you rent for the proposed work? _____

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

12. The address of principal place of business is _____

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____

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

15. 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. _____

16. List and describe all successful 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). _____

17. 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. _____

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. _____

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. _____

_____

_____

20. List and disclose any and all business relations with any members of Wellington Council. _____

_____

_____

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Contractor's Signature

#

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____ for _____
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF _____ _____
[signature]

COUNTY OF _____ _____
[date]

Subscribed and Sworn to (or affirmed) before me on _____ by _____.
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

_____ _____
[Notary's Signature and Seal] Print Notary Name and Commission No.

Wellington gives preference to local businesses in certain purchasing situations as set forth in Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Wellington's Purchasing and Procurement Manual:

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

_____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

_____

_____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

_____

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2012, by _____. He/She is personally known to me or has presented _____ as identification.

_____

(Signature of Notary)

_____

(Print or Stamp Name of Notary)

Notary Public _____ Notary Seal

(State)

Signature of Individual if Sole Proprietor:

_____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2012, by _____. He/She is personally known to me or has presented _____ as identification.

_____

(Signature of Notary)

_____

(Print or Stamp Name of Notary)

Notary Public _____ Notary Seal

(State)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[ ] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

[ ] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

#	Detail No./ Section	Facility	Area Mowed/Maintained Check (√) and enter the date the cut was completed. Enter Zero (0) if not completed. (example)	
			✓	8-32-2032
1	PWC	Public Works Complex		
2	PBSO	Palm Beach Sheriff's Office		
3	CHC	City Hall Complex		
4	WTF	Water Treatment Facility		
5	WWTF	Waste Water Treatment Facility		
6	BF 1	Booster Facility # 1		
7	BF 2	Booster Facility # 2		

Signature

Date

Sample

*** Please complete explanation on the back of this attachment for area(s) not completed.**

Facilities Landscape Maintenance
Cycle Verification Form

Explanation why area(s) were not completed			
#	Detail No./Section		Facilities
3	CH		City Hall
		Explanation why area(s), stated above were not completed.	
		Raining for three (3) days, too wet. Will cut by end of this week.	

#	Detail No./Section	Facilities
Explanation why area(s), stated above were not comp		

#	Detail No./Section	Facilitie
Explanation why area(s), stated above were		completed.

#	Detail No./Section	Facilities
Explanation wh	a(s), stated ab	ere not completed.

#	Detail No.	Facilities
	planation why area(s), stated above were not completed.	

Sample

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by FEI/EIN Number

Florida Profit Corporation

G & C CAR CARE, INC.

Filing Information

Document Number	M84642
FEI/EIN Number	650060475
Date Filed	06/09/1988
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	08/06/1990
Event Effective Date	NONE

Principal Address

3132 Fortune Way
Suite D 8
WELLINGTON, FL 33414

Changed: 02/04/2013

Mailing Address

PO BOX 1134
LOXAHATCHEE, FL 33470-1134

Changed: 02/04/2013

Registered Agent Name & Address

PHILLIPS, GEOFFREY R
3132 Fortune Way
Suite D 8
WELLINGTON, FL 33414

Name Changed: 06/11/2007

Address Changed: 02/04/2013

Officer/Director Detail

Name & Address

Title P

PHILLIPS, GEOFFREY R

PO BOX 248
LOXAHATCHEE, FL 33470

Annual Reports

Report Year	Filed Date
2011	03/06/2011
2012	02/26/2012
2013	02/04/2013

Document Images

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Fictitious Name Detail

Fictitious Name

WELLINGTON PRO LAWN

Filing Information

Registration Number	G07162700185
Status	ACTIVE
Filed Date	06/11/2007
Expiration Date	12/31/2017
Current Owners	1
County	PALM BEACH
Total Pages	2
Events Filed	1
FEI/EIN Number	65-0060475

Mailing Address

PO BOX 1134
LOXAHATCHEE, FL 33470

Owner Information

G & C CAR CARE,INC.
PO BOX 1134
LOXAHATCHEE, FL 33470
FEI/EIN Number: 65-0060475
Document Number: M84642

Document Images

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07/16/2012 -- Fictitious Name Renewal Filing	View image in PDF format

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Name & Address

Title P

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PO BOX 248
LOXAHATCHEE, FL 33470

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WELLI-1 OP ID: JF

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/13

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

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

PRODUCER
V. Johnson Insurance
N. Cypress Drive, Suite 24
esta, FL 33469
Id L. Brady
Phone: 561-745-8894
Fax: 561-745-8871

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Co.	40231
INSURER B : FCCI Insurance Company	20141
INSURER C : Ohio Casualty Group	24074
INSURER D :	
INSURER E :	
INSURER F :	

INS
& C Car Care Inc DBA
llington Professional
vn Care
Box 1134
hatchee, FL 33470

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			MPG68918	03/01/13	03/01/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC13A55684	09/06/13	09/06/14	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Fax: 561-790-1861

CERTIFICATE HOLDER

VILLAGE

Village of Wellington
Planning & Zoning Dept.
Rose
14000 Greenbriar Blvd
Wellington, FL 33414

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

G & C CAR CARE, INC.

Filing Information

Document Number	M84642
FEI/EIN Number	650060475
Date Filed	06/09/1988
State	FL
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Name & Address

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AMENDMENT NO. ONE TO AGREEMENT

This "Amendment No. One to Agreement" is entered into this 20th day of August, 2015, by and between the VILLAGE OF WELLINGTON ("Wellington"), a municipal corporation existing under the laws of the State of Florida, and G&C Car Care Inc. DBA Wellington Professional Lawn Care, a Florida corporation ("Contractor").

RECITALS:

WHEREAS, Wellington and Contractor entered into an Agreement in connection with Wellington's ITB #030-13/DZ for Landscape Maintenance Services, ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement which they entered into for the effective term of October 1, 2013 through September 30, 2016 and any renewals thereto.

NOW, THEREFORE, in consideration and the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, Wellington and the Contractor mutually agree as follows:

1. The above Recitals are true and correct.

2. The parties hereto hereby amend the agreement to include the estimate attached for additional canal slopes and banks for the remainder of FY 2014/2015, as well as items 1 – 9 for remainder of the contract and renewals and by this reference incorporated

3. Except as modified herein all terms and conditions of the agreement remain in full force and legal effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. One to the Agreement on the date above stated.

WITNESS:

David E Jimenez

Maria C Wright

VENDOR
G&C CAR CARE INC.
DBA
WELLINGTON PROFESSIONAL LAWN CARE

By: _____
As President
Print Name Geoffrey Phillips

VILLAGE OF WELLINGTON

By Mitchell W. Harris

Additional Areas

Canal/Equestrian Trail Maintenance Bid Tabulation Sheet

110-2010-538.34-30
16431

#	Area/Canal	Boundaries	Canal Slope Quantities	Canal Bank Quantities	Per Cut Cost Slope	Per Cut Cost Bank
1	C-17A	Slope Only. This area runs from the North side of the water hazard on the golf course all the way to Forest Hill Blvd.	3,338 lf 0.46 Ac.	lf Ac.	$80.46	
2	C-17	Slope Only. From Birkdale Drive to Pimp Sta 5 and South to school and back.	6,818 lf 0.94 Ac.	lf Ac.	$163.34	
3	C-28	Slope Only. South Side of Little Ranches.	4,800 lf 0.66 Ac.	lf Ac.	$115.50	
4	C-14	Bank and Slope. East side of the Pinewood East Sub-Division.	3,667 lf 0.50 Ac.	3,667 lf 1.26 Ac.	$87.50	$44.10
5	C-2 Additional	Slope Only. From the C-23 North to Greenbrier Blvd. West side.	1,052 lf 0.14 Ac.	lf Ac.	$24.50	
6	C-23 Additional	Slope Only. From the C-2 West to Aero Club Drive. North Side.	1,738 lf 0.24 Ac.	lf Ac.	$42.00	
7	C-4A	Slope and Bank. Behind the Boys and Girls Club from South Shore Blvd to the East side of the Mallet Club.	1,292 lf 0.18 Ac.	1,292 lf 0.44 Ac.	$31.50	$15.40
8	C-7 Additional	Slope and Bank. From the C-25 to the C-26. East Side.	5,351 lf 0.74 Ac.	5,351 lf 1.84 Ac.	$129.50	$64.40
9	C-25	Slope and Bank. From the C-4 West to beginning of curve on South Road. North Side.	2,454 lf 0.34 Ac.	2,454 lf 0.84 Ac.	$59.50	$29.40
		Total Miles **Total Acreage**	**4.2 M** **3.04 Ac.**	**2.4 M** **4.38 Ac.**	**$ 733.80** **Canal Slope Total Cycle Cost**	**$ 153.30** **Canal Bank Total Cycle Cost**

Canal Bank Clearing Reclamation Program has opened up several areas that in the past have been inaccessible.

April thru Sept. 2015	$ 2,201.40 One cute each: April, June & August	$ 1,533.00 One cut each: April & May Two cuts each: June, July, August & September

AMENDMENT NO. TWO TO AGREEMENT

This "Amendment No. Two to Agreement" is entered into this 20th day of August, 2015 by and between the VILLAGE OF WELLINGTON ("Wellington"), a municipal corporation existing under the laws of the State of Florida, and G&C Car Care Inc. DBA Wellington Professional Lawn Care, a Florida corporation ("Contractor").

RECITALS:

WHEREAS, Wellington and Contractor entered into an Agreement in connection with Wellington's ITB #030-13/DZ for Landscape Maintenance Services, ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement which they entered into for the effective term of October 1, 2013 through September 30, 2016 and any renewals thereto.

NOW, THEREFORE, in consideration and the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, Wellington and the Contractor mutually agree as follows:

1. The above Recitals are true and correct.

2. The parties hereto hereby amend the agreement to include the estimate attached for additional primary roadway areas ($20 per cut/$840 annually) for the remainder of FY 2014/2015, as well as for the remainder of the contract and renewals and by this reference incorporated herein

3. Except as modified herein all terms and conditions of the agreement remain in full force and legal effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. Two to the Agreement on the date above stated.

WITNESS:

Yvonne R. Phillips
T.D Bank

VENDOR
G&C Car Care Inc.
DBA
Wellington Professional Lawn Care

By: _____
As President
Print Name Geoffrey B Phillips

VILLAGE OF WELLINGTON

By _____

Wellington PRO LAWN
P O Box 1134,
Loxahatchee, FL 33470

Estimate

DATE 6/18/2015

ESTIMATE # 2451

CUSTOMER INFORMATION:

VILLAGE OF WELLINGTON
12300 WEST FOREST HILL BLVD
WELLINGTON, FL 33414

DESCRIPTION	QTY	PRICE	TOTAL
Add two grass areas in Via Veneto to Primary Roadways Contract. Per Cut Cost.		20.00	20.00

Thank you for giving us the opportunity to provide this estimate.

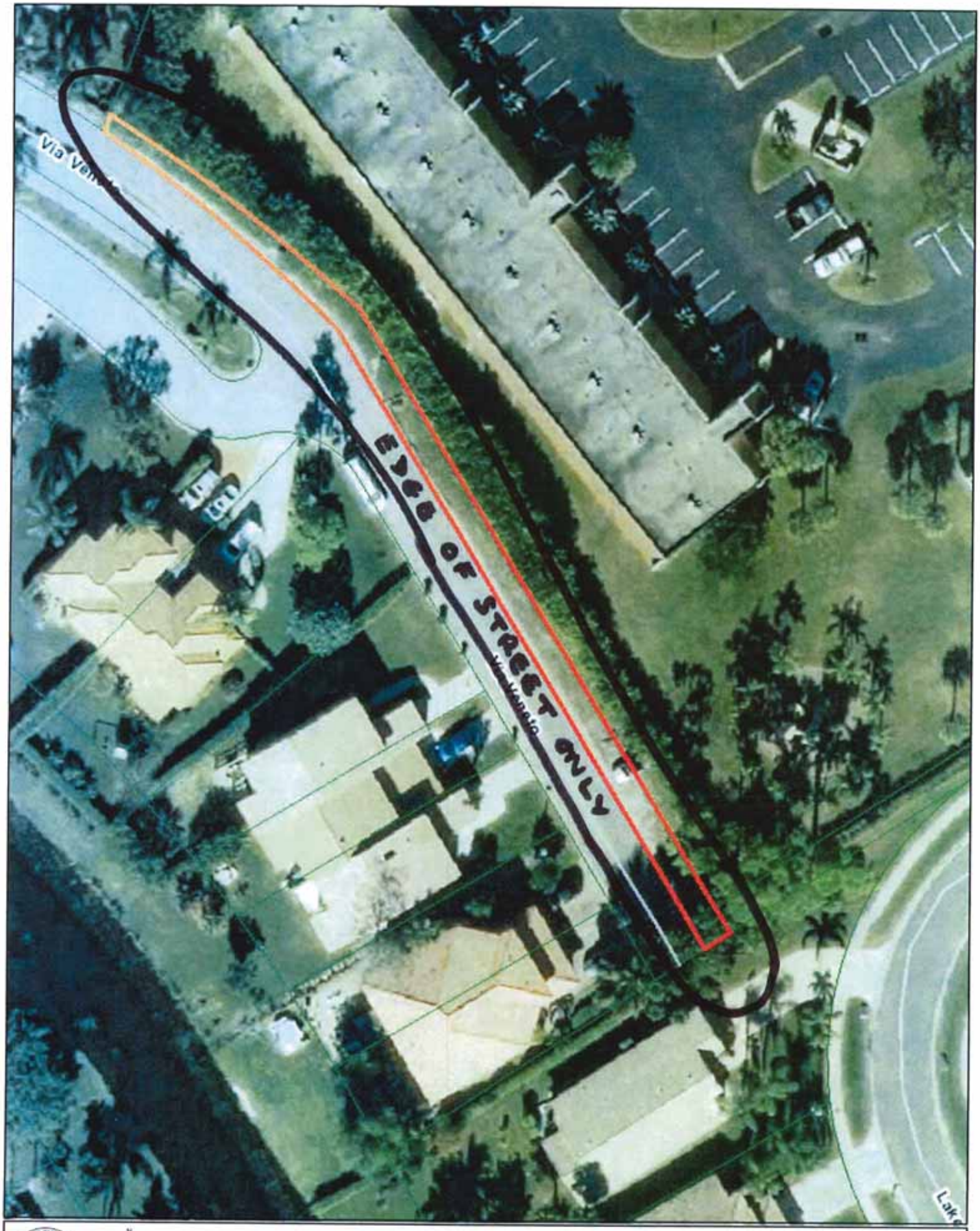
Total $20.00

Approved on the _____ day of _____, 2015 by _____

Name Signature

Phone (561) 790-LAWN Fax 561-790-1861

Geoff Phillips - President



PALM BEACH COUNTY PROPERTY APPRAISER

N

W E

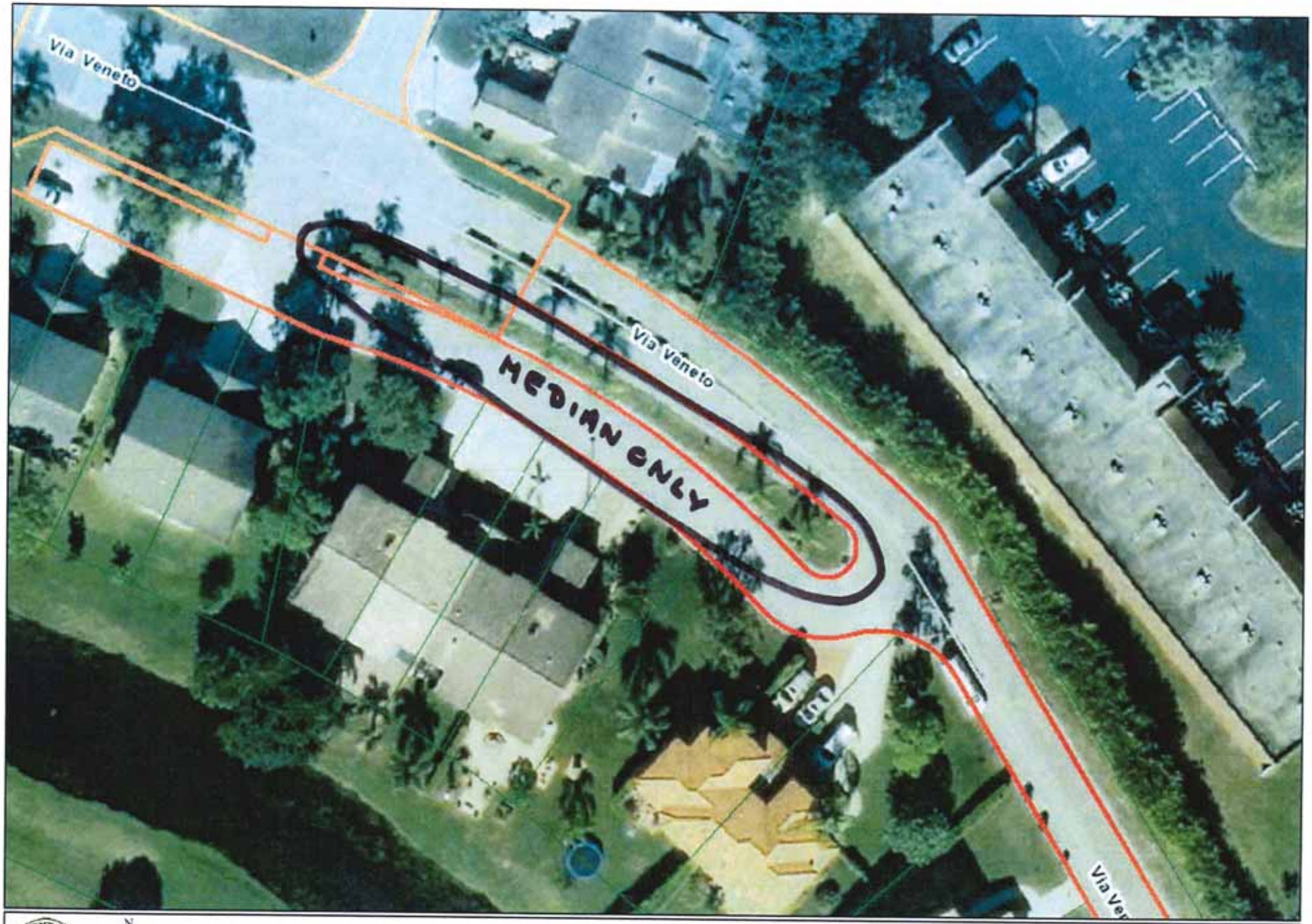
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created by: PBC Property Appraiser

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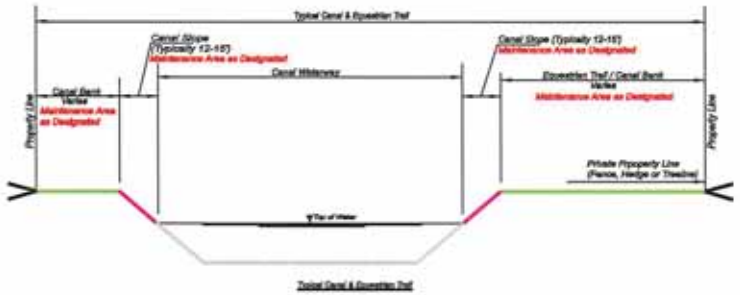
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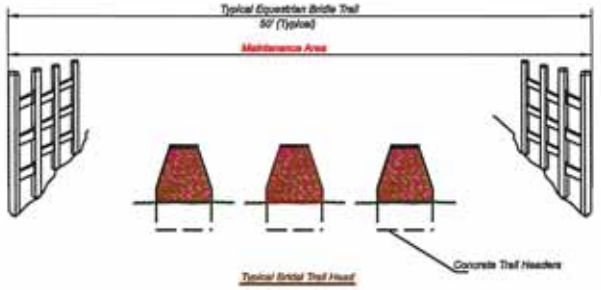
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June 18 2015

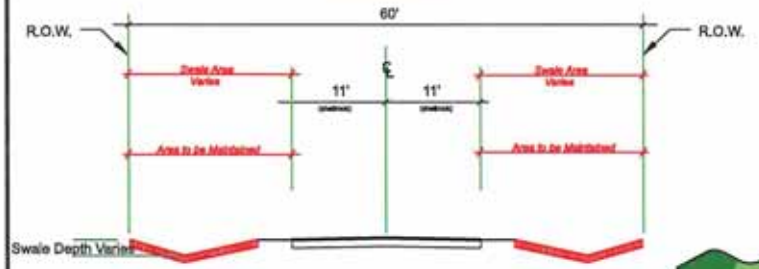
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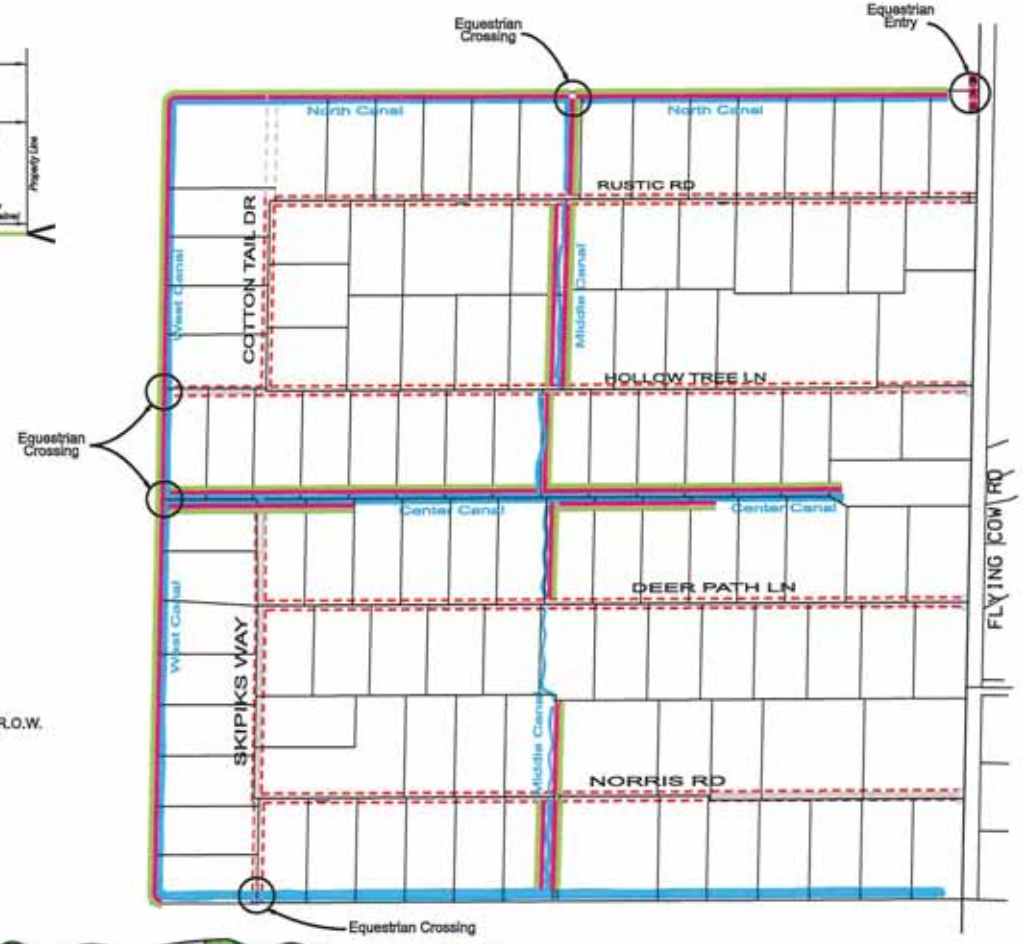
Typical Canal & Equestrian Trail

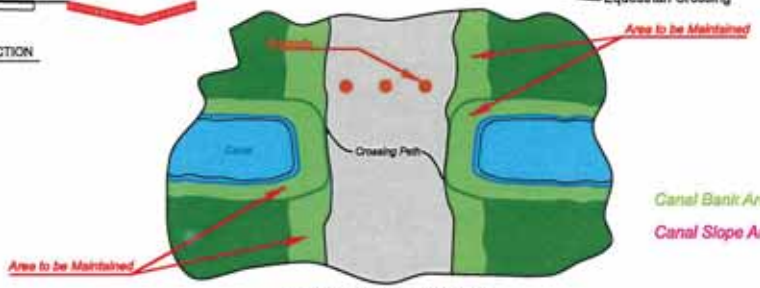


Typical Bridal Trail Head



TYPICAL ROADWAY SECTION
NTS





TYPICAL EQUESTRIAN CROSSING
NTS

Canal Bank Areas +/- 8.40 Acres or 4.03 Miles

Canal Slope Areas +/- 7.33 Acres or 4.03 Miles



WELLINGTON
Public Works Department
14800 Greenview Boulevard Wellington, Florida 33414

Rustic Ranches
Canal / Equestrian Trail
Landscape Maintenance Areas

PROJECT NUMBER
030-13 / DZ

SHEET NUMBER
1 of 1

VILLAGE OF WELLINGTON ROADWAY MAINTENANCE EXTENSION

RESOLUTION NO. R2017-22

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 25, 2004 BETWEEN THE VILLAGE OF WELLINGTON AND PINE TREE WATER CONTROL DISTRICT (PALM BEACH COUNTY) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 25, 2004, the Village of Wellington had entered into an Interlocal Agreement (ILA) with the Pine Tree Water Control District (Palm Beach County), an independent special district created pursuant to Chapter 298, Florida Statutes; and

WHEREAS, although the parties anticipated and the ILA contemplated that the District would become a dependent district of Wellington, the electors of the District voted in an election held on July 18, 2006 not to become a dependent district of Wellington; and

WHEREAS, on October 26, 2016, in accordance with Section 19 of the ILA, Wellington provided a Notice of Termination of the ILA to the District with the termination date of the ILA effective July 23, 2017; and

WHEREAS, because the Village of Wellington and the Pine Tree Water Control District (Palm Beach County) believe it to be in their mutual interests for Wellington to continue to maintain the roadways within the District through September 30, 2017 to coincide with the fiscal period for gas tax collection, the parties have agreed to enter into an Amendment to the Interlocal Agreement dated May 25, 2004; a copy of which is attached hereto; and

WHEREAS, Wellington agrees to continue to maintain, through September 30, 2017, the following Pine Tree roadways in the same manner and with the same level of service as it has provided under the ILA: Rustic Road, Hollow Tree Lane, Skipiks Way, Cotton Tail Drive, Deer Path Lane and Norris Road; and

WHEREAS, All other general governmental services performed by Wellington in accordance with the ILA, including attendance at District meetings, shall be terminated on July 23, 2017 in accordance with Wellington's Notice of Termination; and

WHEREAS, the Parties agree to work cooperatively together to accomplish the turnover of general governmental services from Wellington to the District's management company; and

WHEREAS, the District agrees and acknowledges that the continuation of roadway maintenance by Wellington in no way obligates Wellington to perform any other services for or on behalf of the District and in all other respects, Wellington's Notice of Termination dated October 26, 2016 remains in full force and effect; and

WHEREAS, the District will not now or in the future allege or argue in any proceeding that Wellington's performance of such roadway maintenance operates as a waiver of its Notice of Termination or otherwise revives any other obligation of Wellington under the ILA; and

WHEREAS, Staff recommends Council approve the Amendment to the Interlocal Agreement Dated May 25, 2004 between the Village of Wellington and Pine Tree Water Control District (Palm Beach County).

NOW THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1: The foregoing recitals are hereby affirmed and ratified.

SECTION 2: The Wellington Council hereby adopts this Resolution approving the Amendment to the Interlocal Agreement Dated May 25, 2004 between the Village of Wellington and Pine Tree Water Control District (Palm Beach County.

SECTION 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of May 2017.

ATTEST: **WELLINGTON, FLORIDA**

BY: _____ BY: _____

Chevelle D. Nubin, Village Clerk Anne Gerwig, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____

Laurie Cohen, Village Attorney

AMENDMENT TO INTERLOCAL AGREEMENT DATED MAY 25, 2004 BETWEEN THE VILLAGE OF WELLINGTON AND PINE TREE WATER CONTROL DISTRICT (PALM BEACH COUNTY)

This Amendment is made this _____ day of May, 2017 to the Interlocal Agreement Dated May 25, 2004 between the Village of Wellington ("Wellington"), a municipal corporation, and Pine Tree Water Control District (Palm Beach County) ("District" and collectively with Wellington the "Parties"), an independent special district created pursuant to Chapter 298, *Florida Statutes*.

WHEREAS, the Parties entered into an Interlocal Agreement dated May 25, 2004 (the "ILA") in which Wellington agreed to provide certain general governmental services to the District, including, among other things, maintenance of certain roadways within the lands comprising the District; and

WHEREAS, the Parties anticipated and the ILA contemplated that the District would become a dependent district of Wellington; and

WHEREAS, Chapter 2005-295, Laws of Florida authorized the District to become a dependent district of Wellington; and

WHEREAS, the electors of the District voted in an election held on July 18, 2006 not to become a dependent district of Wellington; and

WHEREAS, on October 26, 2016, in accordance with Section 19 of the ILA, Wellington provided a Notice of Termination of the ILA to the District; and

WHEREAS, the effective date of the termination of the ILA is July 23, 2017; and

WHEREAS, the Parties believe it to be in their mutual interests for Wellington to continue to maintain the roadways within the District through September 30, 2017 to coincide with the fiscal period for gas tax collection,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Wellington agrees to continue to maintain, through September 30, 2017, the following Pine Tree roadways in the same manner and with the same level of service as it has provided under the ILA: Rustic Road, Hollow Tree Lane, Skipiks Way, Cotton Tail Drive, Deer Path Lane and Norris Road.

2. All other general governmental services performed by Wellington in accordance with the ILA, including attendance at District meetings, shall be terminated on July 23, 2017 in accordance with Wellington's Notice of Termination.

3. The Parties agree to work cooperatively together to accomplish the turnover of general governmental services from Wellington to the District's management company.

4. The District agrees and acknowledges that the continuation of roadway maintenance by Wellington in no way obligates Wellington to perform any other services for or on behalf of the District and in all other respects, Wellington's Notice of Termination dated October 26, 2016 remains in full force and effect.

5. The District will not now or in the future allege or argue in any proceeding that Wellington's performance of such roadway maintenance operates as a waiver of its Notice of Termination or otherwise revives any other obligation of Wellington under the ILA.

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

PINE TREE WATER CONTROL DISTRICT, by its District President

By:_____, President

Print Name:_____

ATTEST:

By_____, Secretary

Print Name:_____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Jeffrey S. Kurtz, District Attorney

VILLAGE OF WELLINGTON, by its Mayor

By:_____
Anne Gerwig, Mayor

ATTEST:

By_____
Chevelle D. Nubin, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Laurie Cohen, Village Attorney

VIII.

ENGINEER'S REPORT

IX.

ATTORNEY'S REPORT

X.

OTHER

BUSINESS