



August 3, 2021

Addendum 1

To the Bidding/Contract Documents and Specifications:

**RFP 21-26-COC
Contract Mowing Services**

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Mowing Services** as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

- a. What is the price of the current contract for this bid & what was the bid tabulation from the last time it went out to bid?

**Our current working total with U.S. Lawns is \$217,274.40.
Notice of Award dated 11/14/2018 is listed at \$121,200, copy attached.
Bid tabulation for B-19-05-COC also attached.**

- b. First, could you send over the current contract that you are working under? **Current contract attached.**

- c. Second, was there any reason for going out to bid? **Contract expiration.**

- d. Did the old contract expire or was it something else? **Contract expires 09/30/21.**

- e. Finally, how satisfied are you with the current service? **The City currently has to stay on top of US Lawns to do the work that they are contracted to do. US Lawns will try to correct their issues but it takes them awhile and then they do the same thing over again. On a scale of 1 to 10 they are about a 5.**

- f. Is the current company meeting expectations or could things be better? **US Lawns could do a lot better with their service but they lack in a lot of areas:**

- a) **The median maintenance is one that is a big eye sore. They have bad habits of not picking up trash or green waste.**
b) **The mowing maintenance lacks completion of all required tasks such as the edging of the sidewalks. When brought to US Lawns attention they rectify**

the issues however, when they complete the job the next time the same issue happens once again.

- g. Do you know where I could find last year's submitted proposals for all vendors for the landscape maintenance contract? To my knowledge, this is public information. **All public records requests must be requested through the City of Cocoa City Clerk's office.**

All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

V/r



Rebecca Bowman, MBA, CGFO, CGFM
Finance Director



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Public Works	Division: Grounds Maintenance
Bid / RFP / RFQ #: B-19-05-COC	
Awarded To: U.S. Lawns of Brevard	Commodity / Work Description: MOWING & MAINTENANCE OF CITY AREAS
Address / City / State / Zip: 374 Commerce Parkway, Rockledge Florida 32955	Phone / Fax #'s: 321-636-0655 321-806-3957
Purchase / Contract Amount: \$ 121,200	Date of Award / City Council Approval: 11/14/2018

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.



CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 20 September, 2018

BID NUMBER: B-19-05-COC Contract Mowing & Maintenance of City Areas

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	330 Listing of Sub Contractors	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
US Lawns 374 Commerce Parkway Rockledge, FL 32955	Y	Y TB	Y	Y	Y	\$154,800.00	N	Y/None	Y	Y	Y	Y	Y	Y	Y	Y	Y
Fuller's Lawn Care PO Box 160908 Altamonte Springs, FL 32716	Y	NA	Y	Y	Y	\$162,000.00	N	Y/None	Y	Y	Y	Y	Y	Y	N	Y	N

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
 City of Cocoa
 BID NO. B-19-05-COC

Proposal of Micnor Corp. DBA: US Lawns of Brevard
 (Name)

374 Commerce Pkwy, Rockledge, FL 32955
 (Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS as specified in the bid documents.

TO: Purchasing Manager
 City of Cocoa
 65 Stone St.
 Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	\$ 1,300.00	24	\$ 31,200
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	\$ 2,594	24	\$ 62,256
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	\$ 868.00	24	\$ 20,832.00
4.	Bracco Pond, and North Fiske Stormwater Pond	\$ 1,400.00	24	33,600.00
5.	Water Field Operations	\$ 325.00	24	\$ 3,900.00
6.	533 Bernard Street	\$ 125.50	24	\$ 3,012.00

\$7,800

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	\$ 154,800
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\$158,700

One hundred fifty four thousand eight hundred Dollars
 (Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within fifteen (15) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Upon award, this Contract begins October 1, 2018 and will remain in effect until September 30, 2019. The agreement is renewable for two (2) each twelve (12) month periods (October 1 to September 30), at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this 19th day of September, 2018.

Micnor Corp. - DBA: US Lawns of Brevard
(Company or Corporation Name)

374 Commerce Pkwy
(Street or P.O. Box)

Rockledge, FL 32955
(City, State and Zip Code)

321-636-0655
(Area Code and Phone Number)

321-806-3957
(Area Code and Fax Number)

brandon@uslawnsorbrevard.com
(Email Address)

By Brandon Silverstein - Owner
(Name Printed and Title)

[Signature]
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

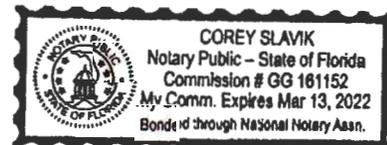
Brandon Silverstein who, after first being sworn by me,

affixed his/her signature in the space provided above on this 19th day of

September, 2018.

[Signature]
(Notary Public)

My commission Expires:



Amendment 1

City of Cocoa
CONTRACT EXTENSION AGREEMENT
BID NO. B-19-05-COC

MOWING & MAINTENANCE OF CITY AREAS

This CONTRACT EXTENSION AGREEMENT dated as of October 1, 2019 (the "Effective Date")

BETWEEN: **City of Cocoa**
65 Stone Street, Cocoa, Florida 32922

AND **US Lawns of Brevard**
374 Commerce Pkwy., Rockledge, Florida 32955

WHEREAS the Parties hereby agree to extend the term of the original bid documents in accordance with the terms of the Original Contract as well as the terms provided herein.

WHEREIN said extension Agreement expired on September 30, 2019 and both parties desire to extend and continue said Agreement, it is provided that said Agreement shall be extended for an additional term of 60 (sixty) days, commencing upon the expiration date of the original term and expiring on November 30, 2019.

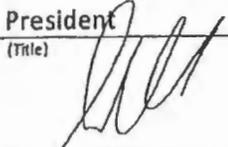
The extension shall be at the same rates, terms and conditions as contained in the original Agreement. The parties hereto duly execute this extension to become effective as of the date and year first above written.

US LAWNS OF BREVARD

CITY OF COCOA

By: Brandon Silverstein
(Name) Printed

By: John A. Titkanich
(Name) Printed

President
(Title)

Signature
10-11-19
Date

City Manager
(Title)

Signature
10/14/19
Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Tammy Eastburn, Procurement Card Coordinator

Payment Terms

U.S. Lawns of Brevard agrees to maintain City of Cocoa Requested Properties in the manner prescribed, for a total annual amount of (\$46,409.58), payable in 3 monthly installments of (\$15,469.86) due on the first day of the month following the month of service. A service charge of 1 1/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on 6-16-2020 and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

Brandon Silverstein

Date: 6-16-2020

Approved and accepted for:
City of Cocoa Requested Properties

By: [Signature] (Jake Williams, Jr., Mayor)
Board Representative/ Property Manager

Date: 06/10/2020

Initials [Signature]

AMENDMENT TO PURCHASE AGREEMENT
3rd AMENDMENT
BID NO. B-19-05-COC

This THIRD Amendment to the purchase agreement for Mowing & Maintenance of City Areas is made and entered into as of September 9th, 2020 by and between the City of Cocoa and US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas previously performed by the Florida Department of Corrections (FDC). Due to COVID-19, the services provided by FDC can no longer be provided at this time, which it is critical to continue ground maintenance of the areas specified in effort of overall upkeep and beautification of the City. The addition of these key areas has increased the original annual contract pricing by \$85,929.40. Upon City Council approve all parties agree herewith the additional changes to scope and pricing as proposed and scheduled to begin under said amendment effective October 1, 2020.

WHEREAS said extension Agreement will expire on September 30, 2020 and since both parties have agreed to exercise the SECOND of two optional renewals and thereby is warranted second and last extension effective October 1, 2020 through September 30, 2021.

Areas added (To include other areas as needed):

Worksite(s)			Number of Cuts
Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	10 cuts, twice mthly (5mo)
Forrest Ave – Right of Way	U.S. 1	S.R. 520	10 cuts, twice mthly (5mo)
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	10 cuts, twice mthly (5mo)
Cocoa Conservation Area	Entrance with ponds	Pavilion	10 cuts, twice mthly (5mo)
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Historic Moore Center	307 Blake Avenue		10 cuts, twice mthly (5mo)
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	10 cuts, twice mthly (5mo)
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	10 cuts, twice mthly (5mo)
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	10 cuts, twice mthly (5mo)
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	10 cuts, twice mthly (5mo)
U.S. 1 – Right of Way	Rosa Jones City Limits	Highpoint Drive City Limits	10 cuts, twice mthly (5mo)
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	10 cuts, twice mthly (5mo)
Jackson St – Easement	Jackson St.	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	10 cuts, twice mthly (5mo)
15 Residential Lots	City Limits	City Limits	10 cuts, twice mthly (5mo)
Fiske – ROW	Rosa Jones	City Limits	10 cuts, twice mthly (5mo)
Lee Wenner Park			24 cuts, twice mthly (12mo)

The parties here to duly execute this THIRD Amendment to become effective as of the date and year first above written.

US LAWNs OF BREVARD

CITY OF COCOA

By: Brandon Silverstein
(Name) Printed

By: Jake Williams Jr.
(Name) Printed

President
(Title)

Mayor
(Title)

[Signature] 9-14-2020
Signature Date

[Signature] 9/23/2020
Signature Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

AMENDMENT TO PURCHASE AGREEMENT
4th AMENDMENT
BID NO. B-19-05-COC

This FOURTH Amendment to the purchase agreement for Mowing & Maintenance of City Areas is made and entered into as of May 18, 2021 by and between the City of Cocoa and US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas listed below. Upon City Manager approval all parties agree herewith to the changes and work set forth to begin under said amendment effective immediately.

WHEREAS said final extension of said Agreement shall expire on September 30, 2021 with no further renewals available.

Areas added (To include other areas as needed):

Worksite(s) **Number of Cuts**

HARRY T. MOORE CENTER	307 Blake Ave.	15 Services (7) Cuts Per U.S. Lawns proposal dtd	Annual: \$2,785.00 (5) monthly installments (\$557.00)
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The parties here to duly execute this FOURTH Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

CITY OF COCOA

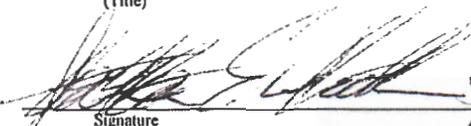
By: Brandon Silverstein
 (Name) Printed

By: Stockton Whitten .
 (Name) Printed

Manager
 (Title)

City Manager
 (Title)


 Signature Date


 Signature Date

CC: Carie Shealy, City Clerk
 Bryant Smith, Director, Public Works
 Kennethray Terrell, Public Works Grounds Supervisor
 Heath Hancher, Purchasing / Contracts Division Manager

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
5th AMENDMENT
BID NO. B-19-05-COC

This FIFTH Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of July 1, 2021 by and between the City of Cocoa and US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.

The original agreement entered into on October 1, 2018, is hereby amended to add the following additional service areas listed below. Upon City Manager approval all parties agree herewith to the changes and work set forth to begin under said amendment effective immediately.

WHEREAS said final extension of said Agreement shall expire on September 30, 2021 with no further renewals available.

Areas added (To include other areas as needed):

Worksite(s)		Number of Cuts	
City of Cocoa Police Department	1226 W. King Street	10 Services per U.S. Lawns proposal dated 05/26/21	Annual: NTE \$1,360.00 May - September
City of Cocoa 520 & US 1	520 & US 1	10 Services (7) Cuts per U.S. Lawns proposal dated 05/19/21	Annual: \$9,900.00 (5) monthly installments (\$1,980.00)

The parties hereto duly execute this FIFTH Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

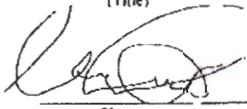
CITY OF COCOA

By: **Brandon Silverstein**
 (Name) Printed

By: **Stockton Whitten**
 (Name) Printed

Manager
 (Title)

City Manager
 (Title)


 Signature 7/1/2021
Date


 Signature 7/6/21
Date

CC: Carie Shealy, City Clerk
 Bryant Smith, Director, Public Works
 Kennethray Terrell, Public Works Ground Supervisor
 Diane Kozlak, Sr. Buyer and Contracts Agent

