

RESOLUTION NO. 03-123

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SELECTION OF VALLEYCREST LANDSCAPE MAINTENANCE FOR MIAMI LAKES PARK MAINTENANCE; APPROVING THE AGREEMENT BETWEEN VALLEYCREST LANDSCAPE MAINTENANCE AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGET FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") requested proposals through an Advertisement for Bids for the performance of maintenance services at Miami Lakes Park; and

WHEREAS, on February 14, 2003, all bids were publicly opened and read; and

WHEREAS, after reviewing all bids submitted to the Town, the Town Manager recommends the selection of Valleycrest Landscape Maintenance.

WHEREAS, the Town Council finds that approval of Valleycrest, along with the Agreement, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Valleycrest.** Valleycrest Landscape Maintenance is selected and approved to perform the maintenance services at Miami Lakes Park.

**Section 3. Approval of Agreement.** The Agreement for maintenance of Miami Lakes Park between the Town of Miami Lakes and Valleycrest Landscape Maintenance (the

“Agreement”), a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Mayor is authorized to execute the Agreement on behalf of the Town.

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

PASSED AND ADOPTED this 11<sup>th</sup> day of March, 2003.

Wayne Slaton  
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles  
Beatris M. Arguelles, CMC  
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:

WRS  
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
TOWN ATTORNEY

Collins / Meador

Council voted <u>70</u> as follows:	
Mayor Wayne Slaton	<u>ys</u>
Vice Mayor Roberto Alonso	<u>ys</u>
Councilmember Mary Collins	<u>ys</u>
Councilmember Robert Meador	<u>ys</u>
Councilmember Michael Pizzi	<u>ys</u>
Councilmember Nancy Simon	<u>ys</u>
Councilmember Peter Thomson	<u>ys</u>

## CONTRACT

THIS AGREEMENT is made this 14<sup>th</sup> day of April, 2003 by and between the Town of Miami Lakes, Florida (the "Town") and Valleycrest Landscape Maintenance (the "Contractor").

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

1.1 **PURPOSE** - The Town desires to enter into an agreement with an experienced and qualified Contractor to improve and maintain the turf, landscaping and customer service at Miami Lakes Park (the "Park").

2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work (the "Work") as outlined in the Detailed Specifications in Sections 3 and 4 of this Agreement.

2.2. **COMPENSATION/PAYMENT**-

2.2.1. The Town agrees to pay the Contractor an annual fee of \$400,000.00, to be paid in twelve (12) equal monthly installments for the Work specified under this Agreement.

2.2.2. The Town may also pay an additional performance bonus of up to \$25,000.00 to the Contractor, at the conclusion of every 180 day period of this Agreement. The award of these bonuses shall be at the sole discretion of the Town Manager and shall be based upon the Contractor's satisfactory performance of the Detailed Specifications and a substantial portion of the Performance Standards specified (as described in Exhibit "A," which is attached).

2.2.3. Contractor shall provide the Town with an invoice on a monthly basis within ten (10) calendar days of the end of each month stating the services provided in the preceding month.

2.2.4. The Town shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.2.5. The compensation specified in Sections 2.2.1 and 2.2.2 of this Agreement shall not increase for the duration of this Agreement.

2.2.6 Upon mutual written agreement by the Contractor and the Town Manager, the Contractor shall perform additional services listed in Section 4.04 of this Agreement.

2.3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. The Town may, at its sole option, extend this Agreement on the same terms and conditions for two (2) additional terms of one (1) year each (the "Renewal Term"). Such extension shall be effective upon receipt of a written notice from the Town to the Contractor received no later than 30 days prior to the date of termination or expiration of the Term or Renewal Term.

2.4. **CONTRACTOR'S DUTY TO INSPECT-** The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

2.5. **NON-WAIVER-** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

2.6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of the Park during the performance of this Agreement and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

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

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

necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

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

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

2.6.5. Contractor shall immediately repair any dangerous conditions at the Park, which the Contractor is aware of or should be aware of. In the event that the Contractor is unable to immediately repair the dangerous condition, Contractor shall secure the area surrounding the condition in a visible manner, so that customers or residents using the Park may avoid the danger.

## 2.7. INDEMNIFICATION-

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

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

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

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

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

2.8. **CONTRACT DOCUMENTS-** The following documents, which were originally contained in the Request for Proposal, shall, by this reference, be considered part of this Agreement:

Instructions to Bidders;  
All Addendums;  
Contract Agreement;  
Proposal;  
Detailed Specifications;  
Qualification Statement;  
Public Entity Crime Form;  
Insurance Certificates

2.9. **CONTRACTOR'S EMPLOYEES-**

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

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

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

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

2.10. **VEHICLES AND EQUIPMENT-**

2.10.1 Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.10.2 Contractor agrees to provide the Town Manager or his designee with a personal cellular communication device for use by the Town in communications with the Contractor.

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

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

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

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

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

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

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

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

2.12. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be

made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

2.13. **TERMINATION-**

2.13.1. Either party may terminate this Agreement without cause upon 90 days written notice to the other party.

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

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

2.13.4. If the Contractor defaults on any material term of this Agreement, the Town Manager will provide Contractor with notice of default. The Contractor shall have fifteen (15) calendar days from the date of notice to remedy the default. If the default is not remedied within the fifteen day (15) period, the Town Manager may terminate this Agreement upon five (5) calendar days written notice to the Contractor.

2.14. **CHOICE OF LAW-** This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

2.15. **ATTORNEY' S FEES-** In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney' s fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

2.16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination or expiration.

2.17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination or expiration the Contractor shall allow Town representatives access during reasonable business hours to Contractor's



and Subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

- 2.18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this Agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 2.19. **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 2.20. **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 2.21. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to the Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

- 2.22. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

2.23. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and Subcontractor employees involved in the performance of this Agreement. Background checks must be performed prior to the performance of any Work at the Park by the employee under the Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager. Contractor acknowledges that in the performance of the services contemplated in this Agreement, Contractor's employees may have contact with children. Accordingly, no employees shall be assigned to work at the Park whose background check reveals behavior which would prohibit such contact.

**2.24 WARRANTIES OF CONTRACTOR**

2.24.1 Contractor warrants and represents that at all time during the term of this Agreement that it shall maintain in good standing all required licenses and certificates required under federal, state and local laws necessary to perform the Work specified in this Agreement.

2.24.2 Contractor warrants and represents that its employees have received sexual harassment training and that Contractor maintains appropriate sexual harassment and discrimination policies.

2.24.3 Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics ordinances sets forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

2.25 **MAINTENANCE RECORDS** - Contractor shall be required to maintain records of all completed Work, including daily maintenance of Park facilities, renovations and repairs. The Contractor shall be required to provide the Town Manager or his designee with such records upon request, for the duration of this Agreement.

2.26. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail, private postal service or hand delivery to:

Town:

Town of Miami Lakes  
6853 Main Street  
Miami Lakes, FL 33014  
Attention: Town Clerk

Copy to:

Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
Town Attorneys  
Attention: Nina Boniske  
2665 South Bayshore Drive  
Suite 420  
Miami, FL 33133

Contractor:

Valleycrest Landscape Maintenance  
14265 Southwest 140<sup>th</sup> Street  
Miami, FL 33186  
Attention: David Rivera, Branch Manager

## **DETAILED SPECIFICATIONS**

- 3.01 **PERFORMANCE STANDARDS** – All Maintenance Specifications and standards in Section 4 of this Agreement, regarding quality and performance of the Work, shall be considered the minimum expected of the Contractor. For the payment of additional bonuses above the annual fee as described in Section 2.2., the Contractor shall be expected to perform above the minimum standards.4.01.
- 4.01 **SCOPE OF WORK** - The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to the Work.
- 4.02 **EXISTING FACILITIES** – Miami Lakes Park is a highly used recreational facility that services over 2,000 children from the Miami Lakes area by way of organized sports. The Optimist Club of Miami Lakes (the “Optimist Club”) is charged with organizing these sports for the Town and is the Park’s primary user pursuant to a license agreement between the Optimist Club and the Town. The total acreage of the Park is 28.9 acres. A map showing the Park facilities is attached as Exhibit “B.”

The Park contains the following capital: 5 lighted baseball fields, 4 unlighted baseball fields, 4 unlighted tennis courts, 3 lighted football/soccer/youth fields, 3 batting cages, 1 clubhouse/concession building, 1 Park perimeter fence, 1 Park sign, 2 handicapped parking spaces, 29 standard parking spaces, 2 pump/power buildings, and 1 detached restroom facility with two (2) restrooms as part of the clubhouse.

4.03 **MAINTENANCE SPECIFICATIONS**

- a. **Management** – As specified in the Town Charter, Contractor’s direction for services provided under this Agreement shall be through the Town Manager. The Contractor shall designate a “Park Manager”, who shall be approved by the Town Manager, and shall be responsible for all the Work to be performed by the Contractor under this Agreement. The “Park Manager” shall serve as the point of contact between the Contractor and the Town or the Optimist Club. The “Park Manager” should be reachable seven days per week during the hours of operation of the Park and shall supervise all staff provided in subsection 4.03(b). From time to time, the Park Manager shall be required to attend public meetings at the request of the Town Manager.
- b. **Staffing** – The Contractor shall provide a sufficient number of supervised staff to complete the maintenance and support duties at the Miami Lakes

Park seven (7) days per week as outlined below. A minimum of one (1) staff person shall be on duty at all times the park is open to the public. The Contractor shall also provide sufficient personnel when required for additional services so that the services are completed in a reasonable amount of time.

- c. Litter Control – The Contractor shall retrieve and dispose of all litter and debris for all areas identified in Exhibit “B,” including the parking areas, on a daily basis. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, etc. This shall include constant monitoring of the grounds during the hours of operation and disposing of all litter and debris as needed. Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes upon land covered by the provisions of this agreement, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town Manager in writing.
- d. Facility Maintenance – The Contractor shall clean the maintenance building, club house, all restroom facilities, all picnic areas, dumpster enclosures, charcoal grills and trash receptacles on a daily basis. This shall include monitoring of the restroom facilities and picnic areas at a minimum of two (2) times per day during the hours of operation and additional cleaning of these areas as needed. The Contractor shall utilize a check-off sheet whereby employees shall sign off whenever restroom and picnic facilities have been inspected and cleaned. Cleaning of all areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean sanitary condition. Any graffiti shall be eradicated immediately using matching paint or graffiti remover. The Contractor will also be responsible for changing the air-conditioning filters in the clubhouse at least once a month, using appropriate fiberglass disposable filters or reusable electro-static filters. The Contractor shall identify and immediately report to the Town Manager any electrical, plumbing, roofing, painting or other repair work that is needed at the facility.
- e. Court Maintenance – The Contractor shall be responsible for normal maintenance of the basketball courts and tennis courts. This shall include the removal of all loose materials on a daily basis by sweeping, vacuuming or blowing; the removal of excess water from rainfall or irrigation as needed; and the replacement of basketball and tennis nets as needed.

- f. Baseball and Softball Fields – The Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate/batter’s box, pitcher’s mounds, base paths and warning tracks. The program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, “bowled out” areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The Contractor shall maintain at least ¼” of calxide or conditioner on the skinned areas at all times. The Contractor shall install homeplates, pitcher’s rubbers, bases, anchors, fencing and backstops that the Town or Optimist Club shall provide. On game days, the contractor shall line the fields and install equipment as needed at least one hour prior to game time. Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint. All turf areas shall be additionally maintained as outlined below.
- g. Soccer and Football Fields – All areas shall be inspected on a daily basis and any large stones, ruts, holes, or “bowled out” areas shall be removed and/or repaired. The Contractor shall lay out and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting. Certified marking paint shall be used for all lines on turf areas, and more than one color paint may be required. All turf areas shall be additionally maintained as outlined below. All soccer nets shall be replaced as needed. All football goalposts and soccer goals shall be repaired as need.
- h. Temporary Fields – The Contractor shall be responsible for constructing, installing, dismantling and storing equipment for temporary playing fields for all sports as needed per season. This shall included making Cincinnati cut outs to temporary baseball/softball fields, installing backstops, fencing and markings as needed. This shall also include installing field posts, goals and markings for football and soccer.
- i. Turf Mowing – Mowing wet grass shall be avoided when possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. Mowing patterns shall be changed frequently to avoid wear. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass. Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is

mowed. Clippings, mulch or other plant debris must be prevented from entering water features or drains. In the event that this occurs, the materials shall be removed immediately.

Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the Contractor shall be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.

St. Augustine Grass- Mow only with a rotary mower a minimum of once per week during the growing season of mid April through the end of October for a total of 36 cuts per year. The cutting height shall be a minimum 2 ½” to a maximum 3” above soil level.

Bermuda grass (athletic fields) – Mow only with a reel type mower a minimum of 104 times per year. The cutting height shall be a minimum ” to a maximum 1” above soil level. One annual application of overseeding with a rye grass blend shall be included.

- j. Edging and Clean-up – Contractor shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done. Mowing schedules shall be approved by the Town Manager or his designee.
- k. Shrubs, Trees and Palms Maintenance – Shrubs and ground cover material shall be pruned a minimum of once per month to insure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc.

The Contractor shall prune, thin, and trim all trees at least once a year to keep the trees healthy, to maintain the natural character of the variety and to control shape to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weal stalks. Certain Washingtonia palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained. Pruning shall also be required from time to time to remove damaged branches from storms, frost or when blocking sight distances, etc.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Contractor shall make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.

Pruning shall include the following items:

- Dead, dying or unsightly part of the tree,
  - Sucker growth from the base of trees in which an exposed trunk character is desired,
  - Branches that grow toward the center of the tree,
  - Crossed branches that may rub together,
  - “V” crotches if it does not ruin the appearance of the tree,
  - Multiple leader if the tree normally has a single stem,
  - Nuisance growth that interferes with the view, traffic signage walks or lighting (Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people),
  - Shape the top of small trees as needed, and
- All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in a manner acceptable to the Town Manager or his designee.

All lawn and shrub areas damaged by pruning equipment shall be restored at the Contractor's expense.

1. Fertilization – The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Contractor shall have the soil tested a



minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas.

St. Augustine Grass – St. Augustine turf shall be fertilized four (4) times per year at a rate of one (1) lb. of N per 1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis. The approximate N, P, K ratios should be:

One (1) application of a 5:2:1 ratio with a post-emergent weed control.

One (1) application of a 10:1:2 ratio with insecticide

One (1) application of a 3:1:3 ratio

One (1) application of a 5:2:1 ratio

Bermuda grass – Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb of N per 1000 square feet. The N, P, K, ratios shall vary with the time N, P, K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N, P, K ratios should be:

Four (4) applications of a 4:1:2 ratio

Four (4) applications of a 4:1:7 ratio

Four (4) applications of a 2:1:1 ratio

Four (4) applications of a 3:1:3 ratio

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

Trees & Palms – The fertilizer for all the planted trees shall meet proper horticultural standards with an N,P,K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Town Manager or his designee. Trees and palms shall be fertilized twice yearly, during spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilization schedule shall be provided to the Town Manager or his designee not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the contractor's expense. Changes in fertilization rates, methods and composition must be approved by the Town Manager or his designee in writing.

- m. Pest and Disease Management – The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. The Contractor shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. One. (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis.

Insects in Bermuda grass shall be controlled by both curative and preventative measures. Timing shall be critical on mole cricket applications and frequencies of application shall be as needed to successfully control their infestations. Nematode samples shall be taken at least two (2) times per year and action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the Town Manager or his designee for review as soon as it is received.

- n. Application of Herbicides - The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. Contractor shall contact the Town Manager at least thirty (30) days prior to application of herbicides.

- o. Aeration and Topdressing – Aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the bermudagrass shall be performed as follows:

Core aeration a minimum of six (6) times per year

Spiking (slicing) once per year

Topdressing two (2) times per year

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The Contractor shall submit a schedule for these services to the Town Manager or his designee for approval.

- p. Irrigation – The Contractor shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The Contractor shall be responsible for the labor and supervision to make minor irrigation repairs to the lateral lines, risers and sprinkle heads up to two (2”) inches in diameter as required to keep the system operating. Major repairs to main lines, valves pumps and intake piping shall be reimbursed by the Town. Reimbursable repair work shall require authorization by the Town Manager or his designee prior to commencement.

Prior to the commencement of the maintenance program, the Contractor shall have forty-five (45) days from the start of the performance of this Agreement to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Town. The Contractor shall make repairs as listed on the report within thirty (30) days of the date of the inspection report. The Contractor shall be responsible for the integrity of the system after this initial inspection report and initial repairs are made.

Time clocks shall be checked at least once a week or as may be required. The Contractor shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor’s operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the Town Manager or his designee.

The irrigation shall be capable of providing 1 ½” of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Contractor shall be required to make all repairs within a minimum 24 hour time period or sooner if directed by the Town Manager or his designee. Any form of damage to the irrigation system must be reported to the Town Manager or his designee immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor.

A written irrigation schedule shall be provided by the Contractor to the Town Manager or his designee. The Contractor shall be responsible for

) controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be responsibility of the contractor.


- 4.04 **ADDITIONAL SERVICES** - Turf renovations may be required if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired. The Contractor shall notify the Town Manager or his designee in writing of any major turf renovations needed prior to commencement.


**[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**


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

Attest:

TOWN OF MIAMI LAKES

By:   
Beatris M. Arguellès, Town Clerk


By:   
Wayne Slaton, Mayor

By:   
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Valleycrest:

By: 

By:   
Authorized Representative