

RESOLUTION NO. 03- 188

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SELECTION OF TROPICS NORTH LANDSCAPING, INC. FOR MIAMI LAKES PARKS MAINTENANCE; APPROVING THE AGREEMENT BETWEEN TROPICS NORTH LANDSCAPING, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MANAGER TO EXPEND RESERVE FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 15, 2003, the Town of Miami Lakes (the "Town") requested proposals through an Advertisement for Bids for the performance of maintenance services at the Town's pocket parks, tot lots; and

WHEREAS, on September 22, 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 Tropics North Landscaping, Inc. ("Tropics North"); and

WHEREAS, the Town Council finds that approval of Tropics North, 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 Tropics North. Tropics North Landscaping, Inc. is selected and approved to perform maintenance services at the Town' s parks.

Section 3. Approval of Agreement. The Agreement for maintenance of Town parks between the Town of Miami Lakes and Tropics North Landscaping, Inc. (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 Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Authorization of Reserve Fund Expenditure. The Town Manager is authorized to expend up to \$60,000.00 for additional services, as contemplated in Exhibit " A " of the Agreement, that may be required but are not covered by the base contract amount.

Section 6. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 7. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

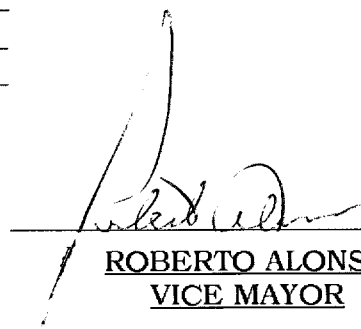
Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of December, 2003.

Motion to adopt by Meador, second by Collins.

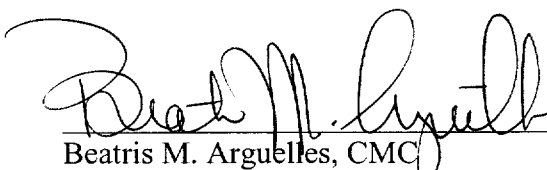
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Absent</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>



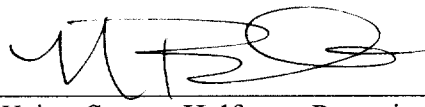
ROBERTO ALONSO
VICE MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

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



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

EXHIBIT "A"

AGREEMENT FOR TOWN OF MIAMI LAKES PARK MAINTENANCE

THIS AGREEMENT is made this 9th day of December, 2003 by and between the Town of Miami Lakes, Florida (the "Town") and Tropics North Landscaping, Inc. (the "Contractor").

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

1.1 **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications in attached Exhibit "A."

1.2 **COMPENSATION/PAYMENT-**

1.2.1 Contractor shall provide the Town with an invoice on a monthly basis by the end of each month stating the services provided in the preceding month.

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

1.2.3. The Contractor shall be compensated \$23,333.33 per month for the Initial Term of this Agreement for all services covered in the Detailed Specifications, except those described in Section 1.2.5 which shall be at the unit prices specified in attached Exhibits, based upon the actual Work completed for the month.

1.2.4. If a dispute should occur regarding an invoice submitted, the Town Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon request of the Town Manager or his designee, the Contractor shall provide written documentation to justify any invoices. Any compensation disputes shall be decided by the Town Manager whose decision shall be final.

1.2.5. The Contractor shall perform all services in the Detailed Specifications ("Exhibit 'B'") for the \$23,333.33 per month price, except for the following services which may be purchased at the option of the Town Manager or his designee, further outlined in the Exhibit "A":

- a. Emergency services during non-business hours as described in Section (s) of Exhibit "A";
- b. Tree and turf installation for newly acquired parks as described in Section (t) of Exhibit "A";
- c. Decorative plant materials as described in Section (u) of Exhibit "A";

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- d. Additional hourly services by trade as described in Section (w) of Exhibit "A";
- e. Additional maintenance per acre for newly acquired parks as described in Section (x) of Exhibit "A";
- f. Additional staff as described in Section (y) of Exhibit "A"; and
- g. Additional services as described in Section (z) of Exhibit "A."

1.3 **TERM**- This Agreement shall be effective on January 15, 2004 and shall continue for a term of three (3) years (the "Initial Term"). The Town may, at its sole option, extend this Agreement on the same terms and conditions for up to two (2) additional terms of one (1) year each (the "Renewal Terms"). 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.

1.4 **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.

1.5 **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.

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

1.6.1 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.

1.6.2 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.

1.6.3 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.

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

1.7 **INDEMNIFICATION-**

1.7.1 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 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.

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

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

1.7.4 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.

1.8 **CONTRACT DOCUMENTS-** The following documents 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

1.9 **CONTRACTOR'S EMPLOYEES-**

1.9.1 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.

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

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

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

1.9.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

1.10 **VEHICLES AND EQUIPMENT-**

1.10.1 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, business telephone number, 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.

1.10.2 Contractor agrees to have a phone with a radio frequency compatible with Town's frequency, and be reachable by phone 24 hours per day, seven (7) days per week for the duration of this Agreement.

1.10.3 Upon the request of the Town Manager or his designee, the Contractor shall place the Town seal or name on Contractor's vehicles being used for work under this Agreement and on the uniforms of employees working within the Town. Any costs associated with this section shall be equally shared between the Town and the Contractor, upon approval of the Town and Contractor.

1.11 **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers, and naming the Town as an additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage shall include a minimum of:

1.11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws.

1.11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

1.11.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury

Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1.11.4 **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

1.11.5 **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

1.11.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.12 **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.

1.13 **TERMINATION-**

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

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

1.13.3 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.

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

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

1.15 **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.

1.16 **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.

1.17 **INSPECTION AND AUDIT**- During the Initial Term and any Renewal Term of this Agreement and for three (3) years from the date of Termination of the later term 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.

1.18 **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.

- 1.19 **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.
- 1.20 **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.
- 1.21 **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to 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.

- 1.22 **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.
- 1.23 **PERMITS** – The Contractor shall be responsible for obtaining all permits required by the Florida Building Code for work performed pursuant to this Agreement. The Town shall reimburse the Contractor for any costs associated with permits.
- 1.24 **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 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.
- 1.24 **NOTICES-** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

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

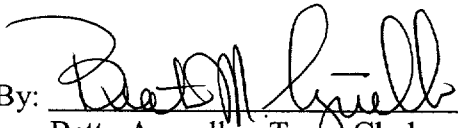
Contractor:

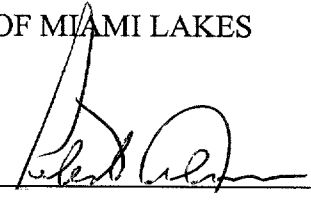
Tropics North Landscaping, Inc.
4155 East Mowry Drive
Homestead, Florida 33030

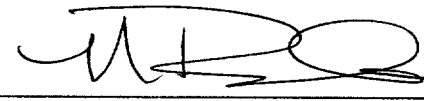
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: 
Betty Arguelles, Town Clerk

By: 
Roberto Alonso
VICE MAYOR

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

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: _____

By: _____

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

EXHIBIT "A"

DETAILED SPECIFICATIONS

SCOPE OF WORK - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, materials, services, and all other necessary incidentals required to perform complete maintenance of all Parks in the Town of Miami Lakes, as detailed herein. The Town's Representative may initiate a request for action under this Section.

- a. **Management** – The Contractor shall designate an individual who shall be responsible for all the work to be performed by the Contractor under this Agreement (the "Maintenance Manager"). The "Maintenance Manager" shall serve as the point of contact between the Contractor and the Town and should be reachable seven (7) days per week during all hours of operation of the Parks.
- b. **Staffing** – The Contractor shall provide a sufficient number of supervised staff to complete the maintenance and support duties at each of the Parks seven (7) days per week as outlined below. The Contractor shall also provide sufficient personnel when required for additional services so that the services are completed in a reasonable amount of time, as determined by the Town's Representative.
- c. **Weekly Meetings** – The Contractor and Town Manager or his designee shall conduct regularly scheduled meetings once per week to discuss any issues surrounding the terms of the Agreement including the "Incident Report Forms" addressed in Section (d), work of the Contractor, or any other relevant matters. Weekly meetings can be cancelled or rescheduled at the mutual agreement of the Contractor and Town Manager or his designee.
- d. **Incident Report Forms** – The Contractor shall create "Incident Report Form" which shall be used to record incoming calls and walk-in's by Town residents or business owners relative to this Agreement. Contractor and Town shall be responsible to handle calls and execute "Incident Report Forms" whenever required. These shall include the nature of the concern, Contractor's plan of action to address the concern, Contractor's timeline for resolving the matter, and any other relevant information. The "Incident Report Form" shall also include the name of the individual issuing the complaint or concern, when it was made and who initially spoke with the resident or business owner. Contractor shall maintain records of all "Incident Reports Forms" and related documents.

- e. **Litter Control** – The Contractor shall retrieve and dispose of all litter and debris for all Parks, including the parking areas, on a daily basis. All litter and debris shall be removed from sod and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other foreign objects. This shall include periodic monitoring of the grounds from sunrise to sunset, or when otherwise in use by the Town, 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 at the Parks, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town Manager and Town Representative in writing.

- f. **Facility Maintenance** – On a daily basis, the Contractor shall clean the maintenance building, two (2) club houses, restroom facilities, picnic areas, tables, benches, dumpsters, charcoal grills, play equipment, trash receptacles and all other structures located in the Parks, as detailed in Exhibit “B”. This shall include periodic monitoring of the restroom facilities and picnic areas during the hours of operation and additional cleaning of these areas as needed. Cleaning of all indoor 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. Contractor shall be responsible to open and close rooms, and set-up for any of the programs or events in buildings described in Exhibit “B.” The Contractor shall also be responsible for changing the air-conditioning filters in the clubhouses at least once a month, using appropriate fiberglass disposable filters or reusable electro-static filters. The Contractor shall identify, report and price (based on the hourly rate listed in the Bid Proposal) to the Town’s Representative any electrical, plumbing, roofing, painting or other repair work that is needed at the facilities. Once reported to the Town’s Representative, Contractor shall be responsible for all maintenance described herein, at the direction of the Town’s Representative. The Town Manager shall authorize all work orders prior to commencement of the work described herein.

- g. **Court, Track and Sidewalk Maintenance** – The Contractor shall be responsible for routine maintenance of the shuffleboard courts (including painting), exercise tracks and sidewalks. This shall include the removal of all loose materials on a daily basis by sweeping or vacuuming and the removal of excess water from rainfall or irrigation as needed. Contractor shall pressure clean the interior sidewalks and exterior sidewalks surrounding the Parks, as needed, but not less than two (2) times annually.

- h. **Play Equipment Maintenance** - The Contractor shall be responsible for the cleaning, painting, upkeep and repair of play equipment at each of the Parks throughout the Town. This will include annual painting of each play piece; removal of dirt, mold and rust on a regular basis; replenishment of safety surface material as needed; and any other minor adjustment or repair that may be needed. This may include replacing broken swing seats, tightening clamps and pins, and all other routine maintenance. The Contractor will be responsible for cleaning all rubberized areas free of sand and monitoring the condition of said material. This shall include removal of leaves, sticks, twigs, litter or any foreign object found in the safety material. Contractor shall also be responsible for identifying any major repairs that may be needed at the Parks, which are not contemplated herein. In addition, Contractor shall be responsible for the removal and disposal of any old, damaged, non-working or unsafe play equipment at the direction of the Town Manager or his designee. Contractor shall provide dumping tickets and disposal must be performed at a Miami-Dade County approved dumping site. Any individual disposal in excess of \$200.00 shall be reimbursed by the Town.
- i. **Shorelines Maintenance** – The Contractor shall maintain shorelines in the beach parks on a regular basis. Contractor shall be required to replenish sand on the shorelines with beach sand on an annual basis. Lower quality sands like #10 trap sand may be used only when pure beach sand is not available. Sand with soot or any material that may cause the area to appear muddy or murky will not be allowed. The Contractor is also responsible for maintaining vegetation control in the shoreline by using aquatic herbicides and or mechanical mowing. All herbicide applications shall be performed by persons holding a valid State of Florida 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 Town regulations. All herbicides used for shorelines must be approved for use in aquatic areas, such as Rodeo or Aquamaster.
- j. **Turf Mowing** – Mowing wet grass shall be avoided when possible. Mowing will not be done when weather or other 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 will 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 will 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 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.

- k. **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 structures or obstacles in the landscape and remove clippings. Paved areas, or hard edges, shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings, or soft edging, shall be performed 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 at the Contractor’s expense. All walks and other paved areas shall be vacuumed or swept 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 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’s Representative.
- l. **Shrubs and Tree Maintenance** – Shrubs and ground cover material shall be pruned a minimum of once per month to ensure 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, or other structures.

Prune, thin, and trim all trees at least once a year, immediately preceding hurricane season, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction. Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous condition as determined by the Town Manager to be under the purview of this Agreement.

Cuts shall be made with sharp and proper tools. When cutting parts of branches, a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, tools shall be disinfected 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;
 - Remove 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 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 an acceptable manner.
- All lawn and shrub areas damaged by pruning equipment shall be restored at the contractor’s expense.

- m. **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 result, 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 1 lb. of N/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; and

- One (1) application of a 5:2:1 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 acceptable in South Florida 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's Representative. Trees and palms shall be fertilized twice annually during the 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's Representative 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's Representative in writing.

- n. **Pest and Disease Management** – The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus, 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 practices standard in the industry 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 turf shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted to the Town's Representative for review immediately after it is received by the Contractor.

- o. **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 State of Florida 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 Town 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.

- p. **Topdressing** – Topdressing shall be performed to level out turf areas and prevent sinkage and deterioration as needed. The topdressing material used 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's Representative for approval.

- q. **Turf Renovation and Replacement** – Turf renovations and replacement may be required if conditions warrant such a procedure and as determined by Contractor and Town's Representative. Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly. Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation or replacement shall be repaired at the contractor's expense. The Contractor shall notify the Town's Representative in writing of any major turf renovations or replacements needed prior to commencement.

- r. **Irrigation** – The Contractor shall be responsible for the operation and maintenance of the irrigation system at each of the Parks, and for setting and adjusting the time clocks to ensure proper watering of all plant material and turf in the landscape.

The Contractor shall be responsible for the labor and supervision to make all irrigation repairs to the lateral lines, risers and sprinkler heads and all other repairs required to keep the system operating.

Time clocks shall be checked at least once a week or more 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 equal or superior equipment from the same manufacturer unless otherwise approved by the Town's Representative.

The irrigation system at each Park shall be capable of providing water to all turf and shrub beds per week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted for the various seasons. The Contractor shall be required to make all repairs within a

minimum 24 hours time period or sooner as directed by the Town's Representative. Any form of damage to the irrigation system must be reported to the Town's Representative immediately upon discovery.

Irrigation 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's representative. 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.

- s. **Emergency Services** – During non-business hours, the Contractor shall be responsible for responding to emergency calls by the Town Manager or his designee within two (2) hours of notice by the Town. These emergencies shall also include fallen trees, dangerous items found at the Parks, or any other conditions which the Town Manager or his designee determine need immediate action and are within the purview of this Agreement. Landscaping emergencies that occur within business hour shall be included in the base contract amount, while landscaping emergencies that only require Contractor's employee(s), vehicle, and hand tools and that occur during non-business hours shall be at an additional cost of \$27.50 per hour to the Town. All emergencies that require use of the items listed in attached Exhibit "C" shall be an additional cost to the Town, based on the prices in Exhibit "C."
- t. **Tree and Turf Installation** – If the Town acquires additional Park land subsequent to the execution of this Agreement, the Contractor shall be required to perform, at the request of the Town Manager or his designee, tree installation at a cost of \$22.00 per tree and turf installation at a cost of \$12,250.00 per acre. Size and species of the tree shall be agreed upon by the Town Manager or his designee and the Contractor.
- u. **Decorative Plant Installation** – The Contractor shall plant all new shrubs, flowers or other decorative plants at the request of the Town Manager or his designee. This shall not include the installation of trees, grass or turf. The Town shall pay for the cost of all decorative plants, and shall have the option to purchase the decorative plants from the Contractor.
- v. **Additional Playground Equipment Services** – Contractor shall be responsible for the installation and safety certification of all new playground equipment. The Town shall be responsible for the payment of the equipment and materials necessary for installation.

- w. **Additional Hourly Services by Trade** – In the event that the plumbing or electrician services are required, the Contractor shall provide those services at an additional cost of \$65.00 per hour to the Town to be invoiced separately.
- x. **Additional Maintenance Per Acre** – The Contractor shall perform additional maintenance per acre for newly acquired parks, at the direction of the Town Manager for an additional \$3,000.00 per acre for the Initial Term of this Agreement for a maximum of two (2) newly acquired acres. This shall include full service for the duration of the Agreement.
- y. **Additional Staff** – The Town Manager reserves the right to request additional staff of the Contractor to be available for unforeseen circumstances related to Town park maintenance services not already contemplated in this Agreement. Any costs associated with the additional staff shall be borne by the Town.
- z. **Additional Services** – The Contractor shall be responsible for all other repairs, maintenance, cleaning and upkeep required to maintain the Parks in an attractive and functioning condition. All projects, not already covered in this Agreement shall be at the expense of the Town, and shall only be performed with the approval of the Town Manager.

Exhibit "C"

Heavy Equipment Rate Schedule

Backhoe	\$55.00 per HOUR
340/445/545 Tractor Loaders	\$40.00 per HOUR
New Holland Solid Steer Loader	\$45.00 per HOUR
Water truck	\$65.00 per HOUR
Dump Trailer	\$150.00 per DAY