

RESOLUTION NO. 04-226

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SELECTION OF SOUTH FLORIDA MAINTENANCE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES; APPROVING THE AGREEMENT BETWEEN SOUTH FLORIDA MAINTENANCE SERVICES, INC. AND THE TOWN; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Proposals ("RFP") for the performance of landscape maintenance services on the Town's rights-of-way on January 23, 2004; and

WHEREAS, on March 8, 2004, all bids were publicly opened and read; and

WHEREAS, after reviewing all bids submitted to the Town, the Town Manager recommends the selection of South Florida Maintenance Services, Inc.; and

WHEREAS, the Town Council finds that approval of South Florida Maintenance Services, Inc., 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 South Florida Maintenance Services, Inc. South Florida Maintenance Services, Inc. is selected and approved to perform landscape maintenance services on the Town's rights-of-way.

Section 3. Approval of Agreement. The Agreement for landscape maintenance services between the Town of Miami Lakes and South Florida Maintenance Services, 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 Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of May, 2004.


Motion to adopt by Collins, second by Simon.

FINAL VOTE AT ADOPTION:

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

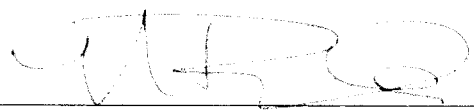
Wayne Slaton
Wayne Slaton
MAYOR

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

Res. 04-226

**CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made this 1st day of July, 2004 by and between the Town of Miami Lakes, Florida (the "Town") and South Florida Maintenance Services, Inc. (the "Contractor").

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

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 Requirements of this Agreement, attached as Exhibit "A" (the "Work").

2. **COMPENSATION/PAYMENT**-
 - 2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

 - 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. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

 - 2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$538,599.00 per year.

3. **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

4. **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:
 - 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, 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, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

4.2 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.

4.3 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 Contractor agrees to restore the Work site, to its condition prior to the initiation of Work, within one (1) week of the completion of work. Additional time may be granted with the sole written consent of the Town Manager.

4.4 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.

5. **INDEMNIFICATION-**

5.1 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.

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

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

6. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

RFP #2004-01-01;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form; and

Insurance Certificates.

7. **CONTRACTOR'S EMPLOYEES-**

7.1 The Contractor shall at all times have a competent English speaking 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.

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

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

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

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

8. **VEHICLES AND EQUIPMENT-** 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. A wooden sign displaying the Town of Miami Lakes Logo and below the logo a caption noting "Public Works" along with the names of the elected officials and Town administrative staff will be required to be provided and displayed at the work site at all times. This sign shall be five foot wide by three foot tall and shall meet the specifications as provided by the Town.

9. **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. 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 coverages shall include a minimum of:

9.1 **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. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

9.2 **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.

9.3 **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 \$1,000,000.00 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.

9.4 **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.

9.5 **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.

9.5 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 retentions in the event of any claim.

10. **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.

11. **TERMINATION-**

11.1 The Town may terminate this Agreement without cause upon 30 days written notice to the Contractor.

11.2 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.

11.3 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.

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

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

13. **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.

14. **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.

15. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, 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.

16. **SEVERABILITY-** If a term, provision, covenant, contract or condition of this contract 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.

17. **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.

18. **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.

19. **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.

20. **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.
21. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
22. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set 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.
23. **LAWS, RULES & REGULATIONS** - 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 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.
24. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
25. **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.
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 or hand delivery to:

Town:

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

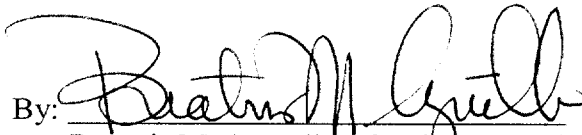
Contractor:

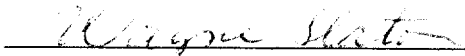
South Florida Maintenance Services, Inc.
9700 N.W. 79th Avenue
Miami, Florida 33016

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


Attest:

TOWN OF MIAMI LAKES

By: 
Beartris M. Arguelles, CMC, Town Clerk

By: 
Wayne Slaton, Mayor


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

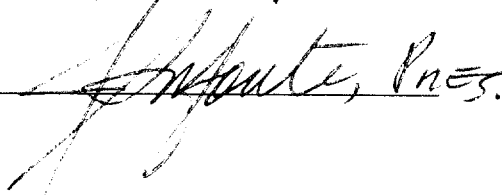
By: 
Weiss, Serota, Helfman, Pastoriza
Guedes, Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the presence of:

CONTRACTOR:

SOUTH FLORIDA MAINT. SERVICES, INC.

By: 
V.P.

By: 
Pnes.

(* 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 contract to do so in its behalf.

**Resolution of the Directors
of
SOUTH FLORIDA MAINTENANCE SERVICES, INC.**

Resolved That:

Mr. Jose M. Infante, Jr. as President is empowered to execute agreements on behalf of the Corporation.

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the directors of the Corporation, duly held on June 1st, 2004, which Resolution is in full force and effect and has not been revoked or amended.



Jose M. Infante, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TP
SOUTH-1

DATE (MM/DD/YYYY)
05/18/04

PRODUCER Comcover Insurance Group, Inc. 1000 West McNab Road Pompano Beach FL 33069 Phone: 954-942-9000 Fax: 954-942-9081	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED South Florida Maintenance Inc. P.M. Security Service, Inc. 9700 NW 79th Avenue Hialeah Gardens FL 33016	INSURER A: First Commerical Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	18378-0	12/12/03	12/12/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 100000
					E.L. DISEASE - EA EMPLOYEE	\$ 100000
					E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

REC'D MAY 20 2004

CERTIFICATE HOLDER

MIAM5FL

TOWN OF MIAMI LAKES
6853 MAIN STREET
MIAMI LAKES FL 33014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

12-04-220

PUBLIC WORKS BOND

THIS IS THE FRONT PAGE OF THIS PERFORMANCE AND PAYMENT BOND ISSUED IN COMPLIANCE WITH CHAPTER s255.05 FLORIDA STATUTES.

BOND NO. SUR010119
CONTRACTOR NAME: South Florida Maintenance Services, Inc.
CONTRACTOR ADDRESS: 9700 N. W. 79th Avenue
Miami, FL 33016
CONTRACTOR PHONE NO. (305) 818-2424
SURETY COMPANY: Lincoln General Insurance Company
3350 Whiteford Road
York, PA 17402-0136
OWNER NAME: Town of Miami Lakes
OWNER ADDRESS: 6853 Main Street
Miami Lakes, FL 33014
OWNER PHONE NO. ()
OBLIGEE NAME: (If contracting entity is
different from the owner, the contracting public entity)
OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO. ()
BOND AMOUNT: \$100,000.00
CONTRACT NO. (If Applicable) Landscape Maintenance Services
DESCRIPTION OF WORK: RFP #2004-01-01

PROJECT LOCATION: _____

LEGAL DESCRIPTION _____

FRONT PAGE

(ALL OTHER BOND PAGES ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY PAGE NUMBERS THAT MAY BE PRE-PRINTED THEREON)

RFP #2004-01-01

SECTION VI

Town of Miami Lakes
LANDSCAPE MAINTENANCE SERVICE
RFP # 2004-01-01

BOND #SURO10119

PERFORMANCE BOND

(Page 1 of 3)

KNOW ALL MEN BY THESE PRESIDENTS:

South Florida Maintenance Services, Inc.

That we, as Principal, hereinafter Called Contractor, and

South Florida Maintenance Services, Inc., as Surety, are bond to the Town of Miami Lakes, Florida,

as Obligee, hereinafter called Owner, in the amount of One hundred thousand dollars

(\$100,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Landscape Maintenance Service, RFP# 2004-01-01, awarded the ____ day of _____,

2004, with Owner for Landscape Maintenance Services in accordance with specifications prepared by the Town of Miami Lakes and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Landscape Maintenance for Town Facilities, Medians and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

BOND PREMIUM BASED ON
FINAL CONTRACT PRICE

Town of Miami Lakes
LANDSCAPE MAINTENANCE SERVICE
1) RFP # 2004-01-01

PERFORMANCE BOND
(Page 2 of 3)

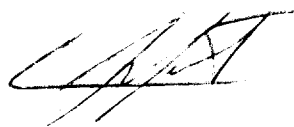
- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

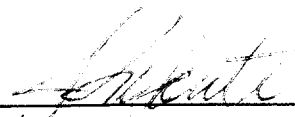
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

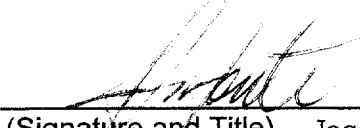
Signed and sealed this 20th day of May, 2004.

WITNESSES:



South Florida Maintenance Services, Inc.
(Name of Corporation)


Secretary

By: 
(Signature and Title) Jose M. Infante
President

(CORPORATE SEAL)

Jose M. Infante, President
(Type Name and Title signed above)

Town of Miami Lakes
LANDSCAPE MAINTENANCE SERVICE
RFP # 2004-01-01

PERFORMANCE BOND
(Page 3 of 3)

IN THE PRESENCE OF:

INSURANCE COMPANY

Lincoln General Insurance Company

Green Ball

By: [Signature]
Agent and Attorney-in-Fact Burton Harris
& Fla. Resident Agent #A111883

[Signature]

3350 Whiteford Road
Address: _____
(Street)

York, PA 17402

(City/State/Zip Code)

Telephone No.: _____ 305-552-5414

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Burton Harris, Christine Marshall Harris, and Marina Mercedes Ramil

its true and lawful attorney(s)-in-fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature in an amount not to exceed and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

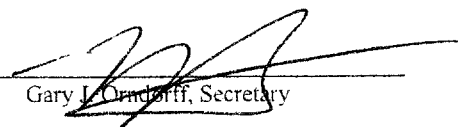
RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

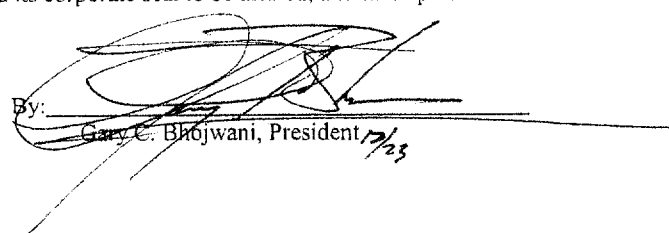
RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed, and these presents to be signed by its duly authorized officers this 4th day of September, 2002.

Attest:


Gary J. Orndorff, Secretary

By:


Gary C. Bhojwani, President 7/23

The Commonwealth of Pennsylvania
York County

On this 4th day of September, 2002, before me personally came Gary C. Bhojwani, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County

Notarial Seal
Catherine Marie Loose, Notary Public
Springettsbury Twp., York County
My Commission Expires June 17, 2004


Notary Public

I, Gary Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 20th day of May 2004


Gary J. Orndorff, Secretary



TERRORISM RIDER

NOTICE – FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

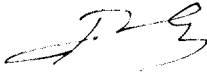
Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is \$0.00.

COVERAGE LIMITATIONS

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

TOWN OF MIAMI LAKES

Council Memorandum

To: Honorable Mayor and Town Council
From: Alex Rey – Town Manager 
Subject: Landscape Maintenance Services Contract
Date: May 3, 2004

Recommendation:

It is recommended that the Town Council approve the award of the contract for Landscape Maintenance Services (right-of-ways) to South Florida Maintenance Services Inc. in the amount of \$ 538,599.00 per year. The annual cost is a “Fixed” cost for a period of three (3) years and an option to renew for an additional two (2) years, for the same cost. This expense is included in the Public Works operating budget, for the current fiscal year.

Background:

Town staff has identified the need to increase the level of service provided to all of the right-of-ways and cul - de - sacs, currently serviced by Miami-Dade County’s Parks & Recreation Department. In order to accomplish this task, staff developed a detailed Request for Proposal (RFP # 2004-01-01) which was competitively bid by various vendors, including Miami-Dade County’s Park & Recreation Department.

The RFP detailed the following “Scope of Services”:

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this bid, shall include litter, trash and debris removal (including, but not limited to, small items such as paper, cans, bottles, and shopping carts), mowing, edging, hedge trimming, selective tree trimming, planting, removal, raking, sweeping sidewalks, weed eating, herbicide applications, insect control, watering, fertilizing, mulching, staking, sod planting/replacement, and street sign installation and repairs. In addition,

landscape lighting maintenance and irrigation system repair, including but not limited to, adjusting of timers, and maintenance of photo cells, and maintenance of all street and landscape furniture and structures as defined by the Town. The contractor shall maintain the contractually covered districts at the frequency rate prescribed with the conventional production style mowing, lawn maintenance and equipment as required by the Town.

The “Scope of Services” was further detailed in Section III of the RFP, which is attached for the Council’s review (Exhibit # 1).

On January 28, 2004, the Town advertised RFP # 2004-01-01 for vendors to provide the Landscape Maintenance Services outlined in the proposal. Between the advertisement date and the bid opening date, twenty one (21) vendors obtained the bid documents. On March 8, 2004 (at 3:00 p.m.) the bids for this contract were publicly opened. The Town Clerk Mrs. Beatris Arguelles prepared a tabulation of all of the bids received (Exhibit # 2), which identifies nine (9) vendors who submitted their proposals. Two of the vendor’s proposals were rejected: U.S. lawns of Miami (no bid bond submitted) and Proscap Southeast Inc.(could not quantify numerous exceptions).

A selection panel was created, which was comprised of (Alex Rey – Town Manager, Rafael Casals – Assistant Manager, and Linda Reale – Director of Parks & Recreation) to thoroughly evaluate all of the submitted proposals. The proposals were evaluated in accordance to a weighted criteria provided to all of the prospective vendors. The following criteria were evaluated:

	<u>Maximum Points</u>
Scope of Service / Plan	20
Firms Qualifications	20
References (Relevant Experience)	20
Cost	<u>40</u>
Total	100

A detailed description of each component, of the evaluation criteria is attached for the Council review (Exhibit # 3).

The selection panel’s final rankings were as follows:

1. South Florida Maintenance Services, Inc.
2. One Source Landscape & Golf Services Inc.
3. Tropics North, Inc.
4. Valley Crest Landscape Maintenance, Inc.
5. Miami-Dade County Parks & Recreation

6. U.S. Lawns of South Dade
7. Superior Landscaping & Lawn Service, Inc.

Town staff has contacted the municipal reference provided by the contractor, these included: City of Coral Gables, City of Miami, Homestead Motor Speedway, and Florida Department of Transportation. All of the references are currently serviced by South Florida Maintenance Services Inc., and are very satisfied with the level of service. The scope of work for these references, are similar to the scope of work outlined in the Town's RFP.

Currently the Landscape Maintenance Services are provided through Miami-Dade County's Park & Recreation Department, for annual costs of \$ 800,000. The award of this contract in the amount of \$538,599.00 to South Florida Maintenance Services Inc. would be a cost savings of \$ 261,467 per year; given that the savings will be for one-fourth of the remaining fiscal year, a cost savings of \$ 65,367 will be realized. The cost savings will remain within the Public Works Operating Budget and will be reallocated towards new tree plantings, increase tree trimming, and other beautification projects.

The RFP included annual tree trimming program within the highlighted roadways, identified in the attached District Map (Exhibit # 4). The tree trimming services is included in the base price provided by all bidders. Additionally, the annual costs of \$ 538,599.00, is a fixed cost for the initial contract of three (3) years with a renewal option at the same fixed cost for an additional two (2) years.

In addition to the annual costs savings, residents will observe a higher level of services and response time.

Per the Inter-local agreement with Miami-Dade County, once a new vendor has been selected by the Council, the Park & Recreation Department will be provided with a minimum of forty-five (45) day termination notice. The new vendor is expected to commence on July 1, 2004, once the contract is approved by the Council.

SECTION III DETAILED REQUIREMENTS

The following specifications have been developed for Town's medians and swales based upon four (4) districts for maintenance activity required (Attachment "A"). Each district will be defined listing standards for litter control, turf care, weeding and edging, and shrub and hedge trimming; designating schedules for the performance of work; and providing inventories of medians and swales to be maintained.

1. SCOPE OF SERVICES

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this bid, shall include litter, trash and debris removal (including, but not limited to, small items such as paper, cans, bottles, and shopping carts), mowing, edging, hedge trimming, selective tree trimming, planting, removal, raking, sweeping sidewalks, weed eating, herbicide applications, insect control, watering, fertilizing, mulching, staking, sod planting/replacement, and street sign installation and repairs. In addition, landscape lighting maintenance and irrigation system repair, including but not limited to, adjusting of timers, and maintenance of photo cells, and maintenance of all street and landscape furniture and structures as defined by the Town. The contractor shall maintain the contractually covered districts at the frequency rate prescribed with the conventional production style mowing, lawn maintenance and equipment as required by the Town.

- 1.1 The Town of Miami Lakes is requesting sealed proposals from qualified Proposers, to provide high quality Maintenance of Town's Facilities, Medians and Swales.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each district's swale and right-of way area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All district areas listed in this section (Attachment "A") shall be maintained according to the following standards for litter control, mowing, edging, weeding and shrub pruning. Maps are also provided outlining the district areas.

- 2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- 2.3 The President / Chief Operating Officer of the contracting firm must be available to attend weekly meetings with the Town Manager or his designee.
- 2.4 To provide a written schedule of planned grounds maintenance activities in advance of the first day of each month.
- 2.5 During hurricane emergencies or other windstorm occurrence, the contractor must be available for 24 hour, 7 days per week work detail that may include, but is not limited to, the supply of four work crews with trucks, chain saws and chippers plus a bob cat and a combination backhoe.
- 2.6 To promptly notify the Town Manager or his designee of any evidence of pest infestation in any right-of-way and/or swale area. Contractor shall be responsible for all related costs (labor and applicable treatment chemicals) corrective measures, required to eradicate problem.
- 2.7 The Contractor will be responsible for replacement of sprinkler heads lost or damaged in anyway. Replacement of sprinkler heads shall be compatible to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner. The contractor shall provide within sixty (60) days from the Contract execution date, a detailed written report of the conditions and deficiencies of existing irrigation systems throughout ALL Districts. Funds needed for the identified repairs shall come from the "Allowance" account, once approved by the Town Manager or his designee.
- 2.8 The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.
- 2.9 Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material or equipment to restore the property to its original condition.

- 2.10 The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times via cell phone or two-way radio. The contractor must provide the Town, at no cost, one (1) such device throughout the duration of the contract or be compatible with the Nextel type radio/phones.
- 2.11 The Contractor shall be furnished, by the Town, sufficient magnetic signs which shall be placed on all vehicles performing work within the Town.
- 2.12 The Contractor must have an on staff Certified Arborist or a subcontractor, who is in good standing with the National Arborist Association (NAA).
- 2.13 All structures and monuments, located on Town medians, right-of-way, shall be checked for graffiti and cleaned (painted over) on a daily basis. Annual painting will be scheduled; contractor shall supply all labor and materials. Contractor shall be responsible for cleaning (painting over) graffiti on residential and/or commercial perimeter walls, which are visible from any road. The cleaning (painting over) graffiti shall match, as close as possible, the original perimeter wall paint.
- 2.14 The contractor may from time to time, on an emergency basis, repair potholes and shoulder of roads utilizing rock and asphalt as necessary.
- 2.15 The contractor, on an immediate and first priority basis, shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area or any emergency deemed by the Town Manager or his designee. Contractor shall have emergency crews available twenty four (24) hour / seven (7) days per week.
- 2.16 Provide Labor sufficient labor, as determined by the Town Manager or his designee, for Town's Special Events up to 9 days per year. Proposer will provide all necessary labor to set up event, working during event and post-event clean up. The Special Events labor force shall range from a minimum of two (2) employees up to a maximum of twelve (12) employees.
- 2.17 Removal of shopping carts from all District right-of-ways and swale areas.
- 2.18 Trimming of trees, removal and/or replacement as necessary, on District right-of-way and swale areas. The routine trimming outlined in this section shall apply only to the "RED" highlighted right-of-ways and swales, identified in Attachment "A". The remainder of the trees trimmed shall be billed separately and prior written approval from the Town Manager or his designee will be required. Removal of dead or damaged trees shall be performed throughout ALL Districts (highlighted "Red" and "Black" in Attachment "A"). New and replacement trees shall be invoiced separately by contractor and shall be Live Oaks Florida grade "1" trees with a minimum of approximately 4 inch caliper and approximately sixteen feet in height.
- 2.19 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.

- 2.20 Prune, thin, and trim all trees located in the right-of-way and swale area 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.
- 2.21 Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous conditions (in ALL Districts) 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.
- 2.21.1 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.
- 2.22 Pressure cleaning of slippery and/or stained pedestrian sidewalk will be performed on an as needed basis.
- 2.23 Contractor will be responsible for removing any litter, leaves, or other material from all sidewalks located in the right-a-way and swale areas.
- 2.24 Contractor shall be responsible for the placement of new sod and/or seeding of right-of-way and swale areas, as identified by the Town Manager or his designee. The labor and material cost for the new sod shall be paid for separately on a per "Work Order" basis.
- 2.25 Contractor shall be responsible to fertilize all irrigated sod and planted areas located in the right-of-way and/or swale area. The Town Manager or his designee shall be notified in writing prior to the application of the fertilizer. All of the labor and material costs shall

be included in the base bid proposal. All irrigated sod and planted areas shall be fertilized using the following: Grass 25-5-11 granular slow release twice per year. Shrubs and ground cover plants three applications per year (April, July, and November) with one (1) lb. of Lesco 8-10-10 fertilizer per one hundred square feet. The type and quantity of fertilizer may be adjusted by the Town Manager or his designee, based on the proposer's recommendation.

- 2.26 Contractor shall be responsible to mulch all currently mulched plant beds and tree rings. The Contractor shall become familiar with current mulch areas prior to bid submission. Identified areas shall be mulched a minimum of four (4) times per year with red mulch and a minimum of 3 inch thickness.
- 2.27 Contractor shall remove any exotic plants, identified in ALL Districts ("Red" and "Black" areas identified in Attachment "A"). The cost of the exotic tree removal shall be included in the base bid proposal.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1 All mowers will be equipped with catching devices, rear discharge capability or no discharge ("mulching" type).
- 3.2 All turf areas will be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types.
- 3.3 All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
- 3.4 Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town's discretion for any such damage.
- 3.5 All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.
- 3.6 All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service.
- 3.7 Mowing wet grass shall be avoided when possible.
- 3.8 Mowing will not be performed when weather or other conditions will result in damaged turf.
- 3.9 Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass.
- 3.10 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.

3.11 Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded areas, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

3.12 All mowing, edging and trimming of affected areas will be performed simultaneously.

4. GARDENING

4.1 All shrubs in the right of ways shall be pruned or sheared to comply with Department of Transportation (DOT) specifications for traffic safety.

4.2 All hedging material will be trimmed evenly.

4.3 All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality.

4.4 All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

4.5 All bedding areas shall be mechanically cultivated as necessary to maintain a weed free bed.

4.6 All vegetative trimmings and debris shall be removed from the bedding areas with each service.

4.7 Planting of annuals / perennials on medians will be the responsibility of the proposer. The annuals / perennials shall be planted on fifteen (15) identified sites throughout the Town. The planting shall occur twice per year and the quantities shall be 1,000 plants per site. The size of the annuals / perennials shall be 4 ½ inch containers and the colors shall be determined by the Town Manager or his designee.

5. WEED MANAGEMENT

5.1 All tree rings and landscape beds shall be weeded manually and chemically as deemed appropriate by the Contractor and approved by the Town, in order to provide a weed free environment. All chemical applications must be made in conjunction with an appropriate spray indicator dye.

5.2 Turf weeding shall be Contractor's responsibility.

5.3 All sidewalks, driveways, curbs and bullnoses maintained through this Contract will be treated for weeds.

5.4 All exterior equipment to include but not limited to air conditioning equipment, etc., will be treated for weeds to prevent any encumbrance which might affect equipment performance.

5.5 The Contractor shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

6. WEED CONTROL

- 6.1 The Contractor shall provide manual weeding of all town-wide plant beds twenty four (24) times per year.
- 6.2 The Contractor shall provide spraying of beds with "Surflan" (pre-emergence herbicide) four (4) times per year.
- 6.3 The Contractor shall provide spraying of brick pavers with "Pramitol 25E" (soil sterilizer-herbicide) two (2) times per year.
- 6.4 The Contractor shall provide spraying of brick pavers and sidewalks edges/joints with "Round Up" (herbicide) as needed.

7. LITTER

- 7.1 The Contractor shall provide a minimum of two (2) work crews, in order to remove customary or incidental litter from ALL right-of-ways and swales on six (6) times per week, except Sundays. The proper disposal of collected litter shall be the sole responsibility of the contractor.
- 7.2 All grounds maintenance debris shall be removed from the streets, driveways, walkways and grounds immediately following each service.
- 7.3 Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.
- 7.4 Storm damage clean up of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.
- 7.5 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.

8. OTHER

The Contractor will not be responsible or liable for the condition of the landscape due to:

- 8.1 Drought
- 8.2 Freeze
- 8.3 Storm damage
- 8.4 Other acts of nature

9. SCHEDULES

All areas shall be maintained on schedules as outlined in Attachment "A", District Schedule. Bidder to perform a total of thirty six (36) cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level.

10. LIST OF DISTRICTS

DISTRICT NUMBER 1 – Northwest Quadrant

Northern Boundary: centerline of N.W. 170 Street
Southern Boundary: N.W. 154 Street (Miami Lakes Drive)
Western Boundary: Interstate I – 75
Eastern Boundary: N.W. 77 Court (Palmetto Expressway)

DISTRICT NUMBER 2 – Northeast Quadrant

Northern Boundary: N.W. 167 Street (Palmetto Expressway)
Southern Boundary: N.W. 154 Street (Miami Lakes Drive)
Western Boundary: Frontage Road (Palmetto Expressway)
Eastern Boundary: N.W. 57 Avenue (Red Road)

DISTRICT NUMBER 3 – Southwest Quadrant

Northern Boundary: N.W. 154 Street (Miami Lakes Drive)
Southern Boundary: N.W. 138 Street (Gratigny Expressway)
Western Boundary: Interstate I – 75
Eastern Boundary: N.W. 77 Court (Palmetto Expressway)

DISTRICT NUMBER 4 – Southeast Quadrant

Northern Boundary: N.W. 154 Street (Miami Lakes Drive)
Southern Boundary: N.W. 139 Street (Gratigny Expressway)
Western Boundary: N.W. 77 Avenue (Palmetto Expressway)
Eastern Boundary: N.W. 57 Avenue (Red Road)

END OF SECTION

MEMO EXHIBIT 2

TOWN OF MIAMI LAKES
LANDSCAPE MAINTENANCE SERVICES

BID OPENING 3:00 P.M. MONDAY, MARCH 8, 2004

Town Clerk Beatris M. Arguelles began the bid opening on Monday, March 8, 2004 at 3:05 p.m. The following staff members were also present to witness the opening: Rafael Casals, Assistant Manager and Planning Director Armando Valdes. The Town Clerk announced that No-Bid Statements were received from Hines Landscaping, Inc. and Tree Master Arborists-Riverman Bulldozing, Company, Inc. The bids were opened and the base bid amounts were announced as follows:

	COMPANY NAME	ADDRESS	PHONE	FAX	BID Amount
1	Tropics North, Inc.	4155 East Mowry Drive, Homestead, FL 33033	(305) 258-8011	(305) 258-0809	661,200.00
2	South Florida Maintenance Services, Inc.	9700 NW 79th Avenue, Hialeah Gardens, FL 33016	(305) 818-2424	(305) 818-2428	538,599.00
3	ProScape	1990 SW 141st Avenue	(305) 485-9111	(305) 220-5787	517,864.00
4	Superior Landscaping & Lawn Service, Inc.	2172 NW 26th Avenue, Miami FL 33142	(305) 634-0717	(305) 634-0744	942,090.00
5	ValleyCrest Landscape Maintenance, Inc.	14265 SW 140th Street, Miami FL 33186	(305) 254-7870	(305) 254-7844	755,564.00
6	Salman Maint. Svc./US Lawns of South Dade	14085 SW 139 CT, Miami FL 33186	(305) 255-2400	(305) 255-2477	1,070,785.00
7	US Lawns of Miami	741-745 W 83rd St, Hialeah FL 33014	(305) 557-7799	(305) 557-5560	2,880,000.00
8	One Source	5028 Tampa West Blvd, Tampa FL 33634	(561) 747-1288	(561) 747-1227	552,398.00
*9	Miami Dade County Park & Recreation	3701 SW 70th Avenue, Miami FL 33155	(305) 669-4020	(305) 667-6490	737,900.00

*The Assistant Town Manager announced that the bid from Miami Dade County was received at 3:12 p.m. and was being read into the record, pending a decision from the Manager as to whether or not it was going to be considered.

The Town Clerk closed the bid opening at 3:15 p.m. All present were allowed to review the documents submitted. A selection Committee will conduct a review of the proposals and will submit a recommendation to the Town Manager. The Town Manager will then make a recommendation to the Town Council. The Cone of Silence will remain in place until such time as the Manager has made a final recommendation to the Council.

Submitted by:

Beatris M. Arguelles, CMC
Town Clerk

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Rafael G. Casals, Assistant Town Manager, at least five (5) business days prior to opening. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

7. EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Scope of Services / Plan	20
Firm Qualifications	20
References (Relevant experience)	20
Cost	<u>40</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are "responsible and responsive".

8. DESCRIPTION OF EVALUATION CRITERIA (S):

SCOPE OF SERVICES: Each bidder will be evaluated on their approach on how the scope of services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

FIRM QUALIFICATION: Each bidder shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project.

REFERENCES (Relevant Experience): As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposers submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

COST: Each bidder shall provide a lump sum cost for the initial three (3) years. Additionally, the lump sum cost must be divided into thirty six (36) monthly installments. Please note: the Town will be processing contract payments on a monthly basis.

