

RESOLUTION 2004 - 34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT BETWEEN THE 100% LANDSCAPING COMPANY, INC. AND THE TOWN OF SOUTHWEST RANCHES FOR PLANTING LIVE OAK TREES AND WATERING ON VOLUNTEER ROAD AND HANCOCK ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT FOR UP TO \$100,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 10, 2004, proposals were received for the Street Tree Planting Project for Volunteer Road and Hancock Road; and

WHEREAS, five proposals were received and provided in an acceptable format in accordance with the instructions provided and summaries of which are attached to this Resolution; and

WHEREAS, it is recommended that the contract for the provision of services be awarded to 100% Landscape Company, Inc. in an amount not to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

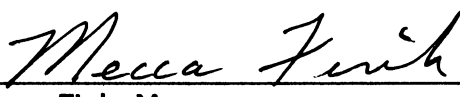
Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby authorizes the Town Administrator to enter into an agreement with 100% Landscape Company, Inc. for planting Live Oak trees and irrigation on Volunteer Road and Hancock Road.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 15th day of January 2004.

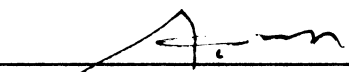


Mecca Fink, Mayor

Attest:



Shari Canada, Town Clerk



Gary A. Poliakoff, J. D., Town Attorney

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Agreement between
TOWN of Southwest Ranches
and
100% Landscaping Company, Inc.
for
Planting Live Oak Trees and Watering Along
Volunteer Road and Hancock Road

Street Tree Planting Agreement

THIS IS AN AGREEMENT made and entered into by and between the TOWN of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and 100% Landscaping Company, Inc., hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, the TOWN did advertise for Street Tree Planting Services, and

WHEREAS, proposals were received by the TOWN of Southwest Ranches on December 10, 2003, and

WHEREAS, the TOWN did on December 10, 2003, receive a proposal from 100% Landscaping Company, Inc., and

WHEREAS, the Agreement shall be for providing Street Tree Planting Services in accordance with the terms and conditions of the Broward County Tree Preservation Trust Fund Grant Agreement ("Services").

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and SERVICE PROVIDER hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement the SERVICE PROVIDER shall, upon official written notice by the TOWN Administrator, commence to perform the duties and responsibilities as defined and described in Exhibit "A" for the Street Tree Planting Project ("Project").
- 1.2 Services will be provided based upon written request for Service provided by the TOWN Administrator or designee.

Section 2: Compensation

- 2.1 All Services provided shall be compensated for in accordance with Exhibit "A."
- 2.2 Compensation for the Project shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) as specified in Exhibit "A" subject to additional compensation by written change order as required by this Agreement.

Section 3: Method of Payment

- 3.1 TOWN and SERVICE PROVIDER agree the payment will be provided upon completion of the Project, subject to the delivery of invoice to the TOWN

and written verification by TOWN that all Services have been satisfactorily performed.

Section 4: Term

- 4.1 TOWN and SERVICE PROVIDER agree that this Agreement shall be for the duration of the planting Project. This Agreement shall commence following execution of this Agreement by all parties and upon the TOWN 's written notice to SERVICE PROVIDER and shall continue in full force and effect until the Project as specified in Exhibit "A" is completed in accordance with this Agreement.

Section 5: Assignment and Performance

- 5.1 All Services to be performed pursuant to this Agreement shall be performed by the SERVICE PROVIDER and any work or services subcontracted to other parties or firms must first have the express written consent and approval of the TOWN Administrator.

Section 6: Indemnification of TOWN

- 6.1 To the extent permitted by law, SERVICE PROVIDER, shall defend, hold harmless and indemnify TOWN as well as its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SERVICE PROVIDER and persons employed or utilized by the SERVICE PROVIDER in the performance of the Services outlined in the Agreement.

Section 7: Insurance

- 7.1 Workers' Compensation Insurance, SERVICE PROVIDER to provide for all employees workers compensation insurance in compliance with the Worker's Compensation Law of the State of Florida.
- 7.2 Comprehensive General Liability Insurance, SERVICE PROVIDER to provide comprehensive general liability with minimum limit of One Million Dollars (\$1,000,000.00) per occurrence.
- 7.3 Automobile Liability Insurance, SERVICE PROVIDER to provide automobile liability insurance with a limit of Five Hundred Thousand (\$500,000.00) Dollars per occurrence and Five Hundred Thousand (\$500,000.00) minimum property damage covering Service Provider's activities at the Project premises.
- 7.4 SERVICE PROVIDER shall provide to TOWN Certificates of Insurance or copies of insurance policies as required by Section 7 of this Agreement. All Certificates and endorsements required herein shall specifically provide

that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

Section 8: Notice

- 8.1 Whenever either party desires to give notice unto the other, such notice must be in writing, return receipt requested, addressed to the party to whom it is intended at the place specified. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

John Canada, TOWN Administrator
TOWN of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

With a copy to :

Steven B. Lesser Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, Florida 33312-9057

For SERVICE PROVIDER:

Todd Flack
100% Landscaping Company, Inc.
17490 SW 70th Place
Southwest Ranches, Florida 33331

Section 9: Termination

- 9.1 This Agreement may be terminated for cause by action of TOWN Administrator or by SERVICE PROVIDER upon prompt written notice by the party that elects to terminate
- 9.2 This Agreement may be terminated for convenience by action of TOWN Administrator or by SERVICE PROVIDER upon not less than thirty (30) day's written notice.
- 9.3 Termination of this Agreement for cause shall include, but not be limited to, SERVICE PROVIDER'S failure to suitably perform the Services, failure to continuously perform the Services in a manner that will meet or accomplish the objectives or by breach of this Agreement.
- 9.4 In the event that this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid for any services performed to the date this

Agreement is terminated. Upon being notified of TOWN'S election to terminate, SERVICE PROVIDER shall refrain from performing further Services or incurring additional expenses

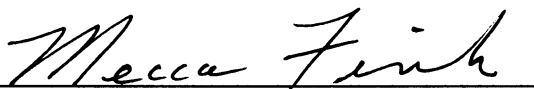
Section 10: Change of Agreement and Additional Services

TOWN and SERVICE PROVIDER may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Any such changes shall be in the form of a written amendment that is executed by the parties with the same formality and of equal dignity to this Agreement, prior to any change from this Agreement.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS Agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 15th day of January, 2004 and TOWN of Southwest Ranches signing by and through its Mayor, duly authorized to execute same.

TOWN
TOWN OF SOUTHWEST RANCHES

ATTEST:



Mecca Fink, Mayor

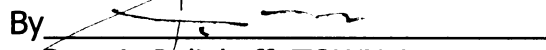


Shari Canada, TOWN Clerk



John Canada, TOWN Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

By 

Gary A. Poliakoff, TOWN Attorney

SERVICE PROVIDER

100 % Landscaping Company, Inc.

By *Lina Flack*_____

Lina Flack_____

Print

18th day of March, 2004

Exhibit "A"

**TOWN of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33331**

SPECIFICATIONS

General Standards:

1. Prior to beginning the performance of Services, SERVICE PROVIDER shall verify that site conditions are appropriate for completion of the Project. The SERVICE PROVIDER shall be familiar with the Project premises and how the existing conditions will affect his or her work during the agreement. SERVICE PROVIDER shall review the specifications at bidding time. Considerations as to soils, drainage, etc., shall be reviewed against specifications. SERVICE PROVIDER shall notify TOWN of any potential problems. Any unique soil conditions requiring special materials or equipments shall be reflected in the SERVICE PROVIDER' s bid.
2. SERVICE PROVIDER shall verify easements, and utilities prior to digging, coordinating such efforts with Owner, the general contractor and/or utility company .
3. SERVICE PROVIDER shall meet and comply with all applicable codes/ordinances and shall coordinate all work with the general contractor and other on site trades. The SERVICE PROVIDER shall obtain all necessary permits prior to beginning providing Services as required by governing agencies, unless otherwise noted.
4. All Services shall be performed in accordance with all applicable laws, codes, ordinances, and regulations of all local, city, county, state and federal agencies. It will be the SERVICE PROVIDER' s responsibility to obtain, at its cost, all necessary certificates, permits, and licenses required by such agencies and to provide the TOWN with copies of same.
5. All Services shall be performed as described in the applicable Florida Grades and Standards, most recent edition, and the Planting Specifications and details. All labor to be supplied by the SERVICE PROVIDER, not specifically described herein, shall be of suitable quality to

achieve the intended function. All personnel affiliated or associated with the SERVICE PROVIDER shall perform all Services in a professional manner. The SERVICE PROVIDER shall be thoroughly knowledgeable in all aspects of landscape construction.

Except as otherwise stipulated herein, the SERVICE PROVIDER shall furnish all tools, traffic control, equipment and labor necessary to complete the Services as described in the Agreement. Further, it shall be the SERVICE PROVIDER 's sole responsibility to make all arrangements for all required material transportation and storage.

6. Throughout the term of the Agreement the SERVICE PROVIDER shall maintain at their sole expense comprehensive general liability insurance with a minimum coverage limit of **\$1,000,000.00**, **\$500,000.00** minimum coverage automobile liability coverage, and **\$500,000.00** minimum property damage covering his / her activities on the Project premises. Prior to performing any work under this Agreement, the SERVICE PROVIDER shall furnish to the TOWN a certificate of insurance evidencing the required coverage and naming the TOWN, its Members, guests, invitees, and agents as additional named insured.
7. The SERVICE PROVIDER shall maintain at his or her sole expense workers compensation insurance coverage secured from a company licensed to do business in the locale of the Project. A certificate of insurance shall be provided to the TOWN.
8. The SERVICE PROVIDER shall provide a current "proof of active status" as a Florida Certified Landscape Contractor.

Installation

1. SERVICE PROVIDER shall lay out tree locations at +/- 50' intervals for Project Manager's review by marking the edge of asphalt with fluorescent paint.
2. All landscape areas shall have all lime rock and or other compacted sub-grade excavated to a depth of two and one half feet (2 1/2) and backfilled with the specified planting mix.
3. All broken branches and clear trunks shall be pruned back flush with main trunk. Pruning of all plant material shall meet standards set forth by the International Society of Arboriculture (I.S.A.).

4. Planting soil for all landscape beds shall consist of 50% Florida peat, 40% coarse silica sand and 10% humus, unless otherwise noted. When planting in sandy or rocky soils or lime rock fill, amend planting mix with water retaining additive, "Terrasorb" or approved equal.
4. All trees shall be planted in a minimum of 2 cubic feet prepared planting soil with a depth of at least two feet and a width of five feet.
5. All plantings to be thoroughly hand-watered and back-washed during and after planting to remove all air voids in planting area. Verify water source during bidding. This procedure shall occur within two hours of installation.
6. Do not plant any material deeper that it was previously grown. No trees with mechanical damage shall be accepted. Said tree shall be removed from the Project and replaced as identified in the specifications.
7. All trees shall be staked and guyed as per planting details within six hours after planting.
8. Fertilizer shall be a fertilizer containing nitrogen, phosphoric acid, and potash in equal percentages of plant food by weight in following forms of Nutricote, or as specified, installed prior to backfilling the hole.
9. Mulch material shall be shredded eucalyptus mulch moistened at time of application. All trees shall receive 3" minimum of compacted mulch immediately after planting.
10. Installed mulch shall not be in direct contact with trees. Mulch shall not physically touch the base of the tree.
11. SERVICE PROVIDER is responsible for the installation as described in the specifications. Any change must be approved in writing by the Project Manager prior to construction.

Completion

1. Final acceptance and payment shall occur only when approved, in writing, by Project Manager.
2. Watering shall extend for 60 days after final acceptance and shall be included in the unit cost of each tree. The landscape contractor shall follow the watering schedule below as part of this contract:

Week 1-8: every Friday

Said watering shall begin in the above-mentioned days at or about 8:00 a.m. Prior to installation SERVICE PROVIDER shall provide a written watering schedule to Project Manager, identifying dates, start times, and ending times of watering.

3. SERVICE PROVIDER shall provide option for an additional 60 days of watering at weekly intervals, subject to weather conditions.
4. SERVICE PROVIDER shall leave a clean site daily, free from all debris, no holes or trenches shall be left open at the end of each workday.
5. SERVICE PROVIDER shall notify the Project Manager if he determines his work is being damaged or stolen by others.
6. Traffic control shall be required on this Project. Contact Project Manager for specific details prior to bid.
7. Tree staking shall be maintained and or adjusted by SERVICE PROVIDER during the warranty period.
8. SERVICE PROVIDER shall guarantee all planting work for a period of one year after the date of final acceptance.
9. Work hours may be restricted on this site during certain days. Coordinate any street blockage with local government authority.
10. Any specification not followed by SERVICE PROVIDER within the specified time frame identified by the TOWN may be completed by the TOWN without notification. The SERVICE PROVIDER shall be held liable for all costs associated with said work. An itemized invoice stating all administrative costs, labor and material costs shall be presented to SERVICE PROVIDER and deducted from the contract price.

Work shall be completed within 30 days of Notice to Proceed.

QUOTE SHEET

_____ hereafter known as
SERVICE PROVIDER contracts with the **TOWN OF SOUTHWEST RANCHES** for
the following landscape services in all specified locations:

			<u>Unit Cost</u>	<u>Total Cost</u>
1.	Plant live oaks trees, and 60-day watering after final acceptance, as specified at locations identified with Project Manager			
		<u>Quantity</u>	<u>Size</u>	
a.		100*	14' x 5' - 6'	_____
b.		50*	15' - 16' x 5' - 6'	_____
2.	Supplemental watering (60 days)			_____

*Plant quantities may vary by 25%.

Total cost to the TOWN _____
(total items 1 and 2)

Company
Name: _____

Signature: _____ (Title) Date: _____

Print Name: _____ (Title) Date: _____

Witness by: _____ (Title) Date: _____