

RESOLUTION NO. 2008 - 044

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH LUKES' LANDSCAPING, INC. TO PROVIDE PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has decided that it is in the best interest of the Town to consolidate the current contracts for Right of Way Mowing, Trimming, and Shrub Management Services and the Management and Maintenance Services Related to the Sunshine Ranches Equestrian Park and all other passive open space parks; and

WHEREAS, on September 4, 2007, the Town, in compliance with the Town's procurement procedures, published a Request for Proposal (RFP) seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, on October 3, 2007, at 2:00 PM, the Town opened the three (3) responses that it received from Luke's Landscaping, Inc., C&R Landscape, and The Landscaping Company; and

WHEREAS, on October 11, 2007, at 12:00 PM an advertised public hearing, the Town's Selection and Negotiation Committee (SNC) reviewed the three (3) proposals; and

WHEREAS, on October 19, 2007, at an advertised public hearing, the Town's SNC ultimately determined that Luke's Landscaping, Inc. was the only qualified and responsive proposer; and

WHEREAS, on December 13, 2007, the Town Council approved the SNC's recommendation and directed the Town Administrator and Town Attorney to enter into negotiations with Luke's Landscaping, Inc., and to bring back an agreement for the Town Council's review; and

WHEREAS, the Town is desirous of entering into an agreement with Luke's Landscaping, Inc. for the provision of Parks and Right of Way Management and Maintenance Services under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Luke's Landscaping, Inc. in substantially the same form as that attached hereto as Exhibit "A", for Parks and Right of Way Management and Maintenance Services.

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.

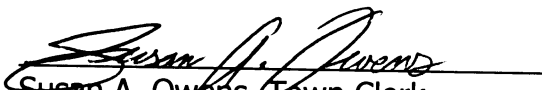
Section 4. This Resolution shall take effect immediately upon its adoption.

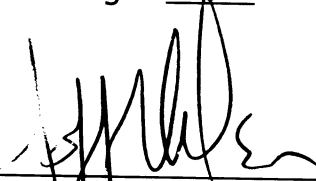
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 7th day of February 2008, on a motion by Council Member Don Maines and seconded by Vice Mayor Jeff Nelson.

Fink	<u>N</u>
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Knight	<u>N</u>
Maines	<u>Y</u>

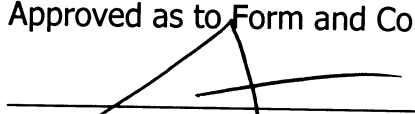
Ayes	<u>3</u>
Nays	<u>2</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

ATTEST:


Susan A. Owens, Town Clerk


Mecca Fink, Mayor
Jeff Nelson, Vice Mayor

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1083697_1

AGREEMENT
BETWEEN
LUKES' LANDSCAPING INC.

And
TOWN OF SOUTHWEST RANCHES

Providing for

PARKS AND RIGHT OF WAY MANAGEMENT AND MAINTENANCE SERVICES

This Agreement is made by and between LUKES LANDSCAPING, INC. a Florida corporation (hereinafter referred to as "LUKES"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on September 4, 2007, the TOWN, in compliance with the TOWN'S procurement procedures, published a Request for Proposal ("RFP") seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, on September 12, 2007, the TOWN, in compliance with the TOWN'S procurement procedures, published Addendum No. 1 to its Request for Proposal ("RFP") seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, on September 19, 2007, the TOWN, in compliance with the TOWN'S procurement procedures, published Addendum No. 2 to its Request for Proposal ("RFP") seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, on September 21, 2007, the TOWN, in compliance with the TOWN'S procurement procedures, published Addendum No. 3 to its Request for Proposal ("RFP") seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, on September 25, 2007, the TOWN, in compliance with the TOWN'S procurement procedures, published Addendum No. 4 to its Request for Proposal ("RFP") seeking Parks and Right of Way Management and Maintenance Services; and

WHEREAS, the ten (10) companies listed in the sign-in sheet attached hereto as Exhibit "A" attended the TOWN's mandatory pre-proposal conference on September 19, 2007 at 10:00 A.M.,

WHEREAS, on October 3, 2007, at 2:00 PM, the TOWN opened the responses that it received from LUKES , C&R Landscape, and The Landscaping Company (collectively referred to as the "Bidders"); and

WHEREAS, on October 11, 2007, at 12:00 PM an advertised public hearing, the TOWN'S Selection and Negotiation Committee ("SNC") reviewed the three (3) proposals and decided to hear presentations at the next scheduled SNC meeting; and

WHEREAS, the TOWN'S RFP required all Bidders to procure proposal bonds and payment bonds (collectively referred to as the "Bond"); and

WHEREAS, the SNC was initially willing to forego the Bond requirement, and sought to split the award for Parks and Right of Way Management and Maintenance Services between LUKES and The Landscaping Company; and

WHEREAS, The Landscaping Company refused to accept the award under these conditions, and

WHEREAS, thereafter the Town Attorney ruled that the lack of a Bond would be deemed to be a fatal flaw, and

WHEREAS, LUKES was the only Bidder to have proof that it procured the required Bond; and

WHEREAS, on October 19, 2007, at an advertised public hearing, the TOWN'S SNC heard from the Bidders and ultimately ranked LUKES as the highest qualified bidder; and

WHEREAS, on February 7, 2008, pursuant to Resolution No. 2008-044 the Town Council approved the ranking of the SNC and authorized Town Administrator to negotiate an agreement with LUKES; and

WHEREAS, LUKES and the TOWN desire to enter into an Agreement for the provision of parks and right of way management and maintenance services by LUKES under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, LUKES and TOWN do hereby agree as follows:

ARTICLE I

BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for LUKES to provide parks and right of way management and maintenance services, in compliance with the Florida Statutes, the TOWN's Code of Ordinances, the Florida Building Code, Broward County Amendments, and in furtherance of the TOWN'S commitment to preserve its rural lifestyle.
- 1.3 The TOWN and LUKES find that the method of delivery of the parks and right of way management and maintenance services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 LUKES agrees to provide parks and right of way management and maintenance services, as identified in the Request for Proposals, and as specifically delineated herein as Composite Exhibit

"B" attached (hereinafter interchangeably referred to as the "Scope of Services", "Services", or "Work", unless otherwise specified).

- 2.2 TOWN hereby appoints and authorizes LUKES to perform the required Work, as requested by the TOWN pursuant to Composite Exhibit "B" attached hereto and made a part hereof. All terms and conditions of Composite Exhibit "B" shall be completely intergraded and construed as being a specific part of this Agreement.
- 2.3 All Work and services rendered pursuant to this Agreement by LUKES shall be performed in accordance with the applicable standard of care for persons or entities performing these types of services for local governments in Broward County, Florida. LUKES shall perform such services in accordance with all applicable codes, ordinances, rules, laws and regulations governing the Work and the providing of services under this Agreement.

ARTICLE 3 **TERM OF AGREEMENT**

- 3.1 This Agreement shall become effective on April 1, 2008 (the "Effective Date"), and shall continue in full force and effect for **thirty six (36) months**, with extensions to be approved by the TOWN and LUKES, unless earlier terminated in accordance with paragraph 3.2 and Article 26 herein.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing **ninety (90) days** written notice. In the event that this Agreement is terminated, LUKES shall solely be paid for any Work performed up to the date of termination and LUKES shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. LUKES specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than LUKES' sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, LUKES shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, LUKES and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from LUKES to such other person or entity designated by the TOWN, including the transfers to the TOWN of all files and records in possession of LUKES which relate to the Services.
- 3.4 In the event of termination or expiration of this Agreement, in the TOWN'S sole discretion, LUKES shall complete any and all Work previously started by LUKES.
- 3.5 LUKES shall not be entitled to any claim for damages against TOWN on account of hindrance or delays from any cause whatsoever. If, however, LUKES is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the TOWN, or due to written changes ordered in the Work by TOWN which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle LUKES to receive an extension of time as its sole and exclusive remedy.
- 3.6 TOWN and LUKES agree that LUKES shall perform all Work under this Agreement within seventy-two (72) hours of its receipt of the TOWN's written Work Order ("Work Term"). In the

event that LUKES completes the Work before the end of the Work Term, LUKES is not entitled to any additional payment from TOWN other than the Agreement Sum, as defined in Article 4 of this Agreement. In the event LUKES fails to perform within seventy-two (72) hours of its receipt of the TOWN's written Work Order, it shall be deemed to be in immediate breach of this Agreement.

ARTICLE 4

COMPENSATION & METHOD OF PAYMENT

- 4.1 The amount of compensation payable by the TOWN to LUKES shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by LUKES as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by LUKES that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate LUKES for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon LUKES' obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.2 The initial rates and schedules have been adopted by the TOWN Council as part of the Resolution enacting this Agreement. The TOWN Council, at its own discretion, may increase the rate by subsequent Resolution.
- 4.3 TOWN shall pay LUKES in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of LUKES to comply with a term, condition or requirement of this Agreement.
- 4.4 TOWN shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, LUKES shall pay such excess from its own funds and TOWN shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by TOWN and LUKES in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 4.5 TOWN and LUKES agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by LUKES to TOWN, and (b) verification by TOWN that the Work has been performed in accordance with this Agreement. Upon verification by TOWN that the invoiced Work has been performed in accordance with this Agreement, TOWN shall have thirty (30) days thereafter to pay said invoice.
- 4.6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of LUKES which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by TOWN.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE; BONDS

- 5.1 (a) To the fullest extent permitted by law, LUKES shall indemnify, defend and hold harmless the TOWN, its agents, contractors, and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels arising out of or resulting from the performance of the Work. This indemnification, duty to defend and hold harmless will also provide that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of the LUKES, or any subcontractor, material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of LUKES to TOWN or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the TOWN, or any of their agents or employees by any employee of the LUKES, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the LUKES or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from LUKES shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from LUKES's negligence, recklessness or other intentional or otherwise wrongful misconduct of LUKES, and persons employed or utilized by LUKES relating to the performance of Work as described in the Agreement. **TOWN and LUKES agree that 1% of the compensation due to LUKES from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for LUKE'S agreement to indemnify TOWN and TOWN's officers and employees as provided for in this paragraph. This specific consideration for LUKES' agreement to indemnify is already incorporated in the rate agreed to between TOWN and LUKES and is incorporated by reference into Composite Exhibit "B" of this Agreement. Further, the indemnification as provided in this paragraph shall be subject to a monetary limitation of One Million (\$1,000,000.00) Dollars per occurrence, the amount of which both the TOWN and LUKES each acknowledge bears a reasonable commercial relationship to the Agreement. The LUKES shall promptly remedy all damage or loss to any property caused by the LUKES, or any subcontractor, material or equipment, supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the LUKES are in addition to its other obligations running in favor of TOWN under this Agreement. Notwithstanding any other provisions of this Agreement, the LUKES's duty to indemnify, hold harmless and defend TOWN as set forth in proposal shall survive the termination or expiration of this Agreement.**
- (b) Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. Notwithstanding the aforesaid and to the extent permitted by law, should a cause arise out of the performance of code compliance services as to the normal course of business and provided to the extent that such cause was not brought about by the malfeasance, negligence, recklessness, or wrongful misconduct of LUKES

and persons employed or utilized by LUKES in the performance of the Work pursuant to this Agreement, TOWN shall defend, save harmless and indemnify LUKES.

- 5.2 (a) Throughout the term of this Agreement and for all applicable statutes of limitation periods, LUKES shall maintain in full force and effect all of the insurance coverages as set forth in this Section.

(b) Without limiting any of the other obligations or liabilities of LUKES, LUKES shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by LUKES for the Work provided by LUKES pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by LUKES' employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory.

(c) All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida; (b) have agents upon whom service of process may be made in Broward County, Florida; and (c) have a Best's rating of A-VI or better.

- 5.3 The insurance coverages to be acquired and maintained by LUKES are as follows:

(a) Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. LUKES shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Two Hundred Thousand Dollars (\$200,000)** for each accident, and **Two Hundred Thousand Dollars (\$200,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against TOWN.

(b) Comprehensive General Liability Insurance: LUKES to provide comprehensive general liability insurance with minimum limit of coverage of **Two Million (\$2,000,000) Dollars** per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- i. Premises and/or Operations;
- ii. Independent Contractors;
- iii. Broad Form Property;
- iv. Contractual;
- v. Personal injury; and
- vi. Products/Completed.

(c) Automobile Liability Insurance, LUKES to provide automobile liability insurance to cover any auto with a limit of coverage of at least **One Million (\$1,000,000.00) Dollars** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- 5.4 All Insurance Policies shall name and endorse the following as additional insureds:
The Town of Southwest Ranches.
- 5.5 All Insurance Policies shall be endorsed to provide that (a) LUKES's Insurance is primary to any other Insurance available to TOWN or any other additional insured with respect to claims covered under the policy and (b) LUKES's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by LUKES shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 5.6 If LUKES fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the TOWN at the time of execution of this Agreement, LUKES shall be deemed in default, and the Agreement shall be rescinded. Under such circumstances, LUKES may be prohibited from submitting future bids to TOWN, and shall not be entitled to any payments from TOWN.
- 5.7 LUKES shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.
- 5.8 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least **thirty (30) days** prior to the date of their expiration.
- 5.9 LUKES shall provide TOWN with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by TOWN.
- 5.10 LUKES's Insurance Policies shall be endorsed to provide TOWN with at least thirty-(30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
Christopher Russo, Town Administrator
6589 SW 160th Avenue
Southwest Ranches, Florida 33331
and
Keith M. Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

- 5.11 If LUKES's Insurance policy is a "claims-made" policy, then LUKES shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 5.12 In any of LUKES's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 5.13 The LUKES shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the TOWN.
- 5.14 If any of LUKES's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to TOWN at least thirty (30) days prior to the date of their expiration, and TOWN shall be listed as an additional named insured on all of LUKES's renewal policies.
- 5.15 **UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S WORK UNDER THE AGREEMENT.**
- 5.16 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.17 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.18 LUKES shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.
- 5.19 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which TOWN is named as an additional named insured shall not apply to TOWN in any respect. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days of TOWN's actual notice of such event.
- 5.20 Notwithstanding any other provisions of this Agreement, LUKES's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

5.21 Payment Bond. (a) When directed in the Notice of Award, LUKES shall furnish a Payment Bond, in the amount of **50% of the total Contract Price** for a one (1) year maintenance cost (first year), with the Town of Southwest Ranches as the obligee, as security guaranteeing to the TOWN the full payment of all suppliers, materialmen, laborers, or subcontractors employed pursuant to this Agreement. The bond shall be with a surety company authorized to do business in the State of Florida. Should the Town decide to suspend or discontinue this requirement, LUKES shall deduct the amount of **One Thousand Four Hundred and Fifty-Eight (\$1,458.00) Dollars** for the premium for said bond for the affected contract period.

(b) Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, LUKES shall ensure that the Payment Bond referenced herein shall be recorded in the public records of Broward County and provide the TOWN with evidence of such recording.

(c) Qualification of Surety For a Payment Bond Over Five Hundred Thousand Dollars (\$500,000.00): Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide the TOWN with evidence satisfactory to the TOWN, that such excess risk has been protected in an acceptable manner.

(d) The TOWN will accept a Payment Bond from a surety company with a rating according to the following schedule:

Amount of Bond	Policy holders Ratings	Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

If any surety company appears on the Watch List that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the TOWN shall review and either accept or reject the surety company based on the financial information available to the TOWN. A surety company that is rejected by the TOWN may be substituted by the bidder or proposer with a surety company acceptable to the TOWN, only if the bid amount does not increase.

- (e) Qualification of Surety For Payment Bonds Under Five Hundred Thousand Dollars (\$500,000.00): For projects of \$500,000.00 or less, the TOWN may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. A Certificate and Affidavit so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

ARTICLE 6

RELATIONSHIP

- 6.1 LUKES shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. LUKES shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by LUKES.
- 6.2 Neither LUKES nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7

AUDIT RIGHT AND RETENTION OF RECORDS

7.1 The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. LUKES understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law. LUKES's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by TOWN.

7.2 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of LUKES that are related to this Agreement. LUKES shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. LUKES shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to LUKES' records, LUKES shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by LUKES. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

7.3 In addition, LUKES shall respond to the reasonable inquiries of a successor Service provider and allow successor Service provider to receive working papers relating to matters of continuing significance.

7.4 In addition, LUKES shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN under this Agreement.

ARTICLE 8 **REPORTS**

8.1 Each month, LUKES shall provide the TOWN Administrator with a report delineating the previous month's activity.

ARTICLE 9 **ASSIGNMENT AND PERFORMANCE**

9.1 No assignment of this Agreement or of the Work hereunder by LUKES shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in TOWN'S sole discretion. All Work to be performed pursuant to this Agreement shall be performed by LUKES, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

9.2 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by LUKES. In addition, LUKES shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

9.3 LUKES represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation.

9.4 LUKES shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

ARTICLE 10 **OWNERSHIP RIGHTS**

10.1 LUKES agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by LUKES pursuant to this Agreement shall be the property of TOWN, and LUKES hereby assigns all of that Documentation to TOWN. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by LUKES, whether finished or unfinished, shall become the property of TOWN and shall be delivered by LUKES to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to LUKES shall be withheld until all documents are received by TOWN as provided herein.

ARTICLE 11
NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT

- 11.1 LUKES shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. LUKES shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. LUKES shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LUKES shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LUKES shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. LUKES agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the LUKES, its successors, transferees, and assignees for the period during which any Work is provided. LUKES further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.
- 11.2 LUKES' decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
- 11.3 Public Entity Crime Act. LUKES represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, LUKES further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LUKES has been placed on the convicted vendor list.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement and its attachments constitute the entire Agreement between LUKES and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree

that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other. TOWN and LUKES both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and LUKES agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement. Facsimile copies shall be deemed as binding as originals.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.
- 16.2 Neither the TOWN's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of TOWN's rights under this Agreement or of any causes of action arising out LUKES's performance of the Work under this Agreement, and LUKES shall be and remain liable to the TOWN for all damages to the TOWN caused by the LUKES's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the TOWN's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the TOWN provided for under this Agreement are in addition to all other rights and remedies provided to TOWN by law.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect unless TOWN or LUKES elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 LUKES shall perform all services under this Agreement in accordance with the highest standard of care used by similar professionals in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.
- 18.2 LUKES shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. LUKES shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Christopher Russo, Town Administrator
6589 S. W. 160 Ave.
Southwest Ranches, FL 33331

And

Keith M. Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Rd.
Ft. Lauderdale, FL 33312

For LUKES:

Luke Facarazzo, Jr., President
Lukes' Landscaping Inc.
2950 N. 28th Terrace
Hollywood, Florida 33020

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement, including but not limited to LUKES' fulfillment of its obligations under this Agreement, as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to LUKES within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within **sixty (60) consecutive calendar days** from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21
APPLICABLE LAW, JURISDICTION & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the substantive laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 21.2 **BY ENTERING INTO THIS AGREEMENT, LUKES AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and LUKES are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and LUKES resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including, without limitation, reasonable attorneys' fees and costs, and expert witness fees and costs, incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE; BONDS"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW, JURISDICTION & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 LUKES shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

- 26.1 Performance: LUKES agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. LUKES agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. LUKES agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. LUKES further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and

effect during the term of this Agreement. LUKES represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner. Failure of LUKES to comply with this paragraph shall constitute a material breach of this Agreement.

- 26.2 Materiality and Waiver of Breach: LUKES and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

In the event LUKES is permitted to utilize subcontractors to perform any services required by this Agreement, LUKES agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 26.4 LUKES warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LUKES, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LUKES, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 26.5 Drug-Free Workplace. LUKES shall maintain a drug-free workplace.
- 26.6 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 26.7 Truth-In-Negotiation Certificate. Signature of this Agreement by LUKES shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs

supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

- 26.8 Sovereign Immunity. Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.
- 26.9 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.
- 16.10 Time is of the Essence. Time is of the essence for all of LUKES's obligations under this Agreement.
- 26.11 Days. The terms "days" as referenced in this Agreement shall mean consecutive calendar days.
- 26.12 Written Mutual Agreement. This Agreement is binding upon the parties hereto, their successors and assigns and replaces, and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral.
- 26.13 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

*(The Rest of This Page Has Been Intentionally Left Blank –
Signatures to Follow on Next Page)*

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: LUKES' LANDSCAPING, INC., through Luke Facarazzo, Jr., its President, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____th day of February, 2008.

WITNESSES:

Print Name _____

Print Name _____

LUKES' LANDSCAPING, INC.

By: _____

Luke Facarazzo, Jr., President

____ day of February, 2008

WITNESSES:

Print Name _____

Print Name _____

TOWN OF SOUTHWEST RANCHES

By: _____

Mecca Fink, Mayor

____ day of February, 2008

By: _____

Christopher Russo, Town Administrator

ATTEST:

Susan Owens, Town Clerk

APPROVED AS TO FORM:

By: _____

Gary A. Poliakoff, J.D.
Town Attorney

FTL_DB: 1082431_1



THE TOWN OF SOUTHWEST RANCHES PRE-PROPOSAL CONFERENCE SIGN-IN SHEET
PARKS AND RIGHT-OF-WAY MANAGEMENT & MAINTENANCE SERVICES
SEPTEMBER 19, 2007 10:00 A.M.
RFP NO. 2007-539-001

* Pre-Bid
 Attendance
 Sheet

Proposer's Name	Company Name	Business Address	Business Number	Cell Number	Fax Number	E-mail Address	Signature
Roberto Sanchez	Contract Services Corp	18591 SW 55 ST	954-680-7355	954-94-1840	954-680-1880	6012702@earthlink.net	
Michael S Smith	THE CONSULTING GROUP INC.	18900 BENTLEY ROAD SOUTHWEST MANOR, FL	954-685-4443	954-370-0170	954-689-4449	JUDITZL@Yahoo.com	
Luke Francisco Pat Lopez	Luke Francisco Lopez Associates	2200 North 30th Road Hollywood, FL	954-431-1111	954-790-7636	954-433-1111	luke@lukelandscaping.com	
Tony Parag Williamson	Vila & Son	17501 NW 116 Ave	305-885-0060	305-218-8777	305-885-4270	Tonyp@villan-w-son.com	
Raul Torres	C4L Landscaping	6331 SW 188th Ave	954-434-2603	954-270-2721	954-434-2603	Raules41@earthlink.com	
Tom Fitts	Landscapes of South	4700 SW 97th Ave	954-680-5455	954-275-8521	454-680-5841	FTF@Land.com	
Evelyn Pagani	EST Services	481 SW 106 Ave	954-791-4167	954-44-2344	954-587-5618	epagani@est.com	
Jeff Tenorio	Landscaping Services Professionals	6115 NW 17th Way Tampa, FL 33621	954-721-1220 6920	N/A	954-721-6923	Landscapsp@ad.com	
Christian Infante	SFM Services	9700 NW 79 Ave Miami, FL 33016	305-818-2424	305-525-9442	305-818-2428	cinfante@sfmtservices.com	
Susky Shab	Amor Lamin	Wynnton Ave	305-521-7923-1600	954-325-4682	305-521-331	amort@amort.com	

EXHIBIT A

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES

SPECIFICATIONS

EXHIBIT B

BONDING REQUIREMENTS:

The proposer, in submitting this proposal, must include a 5% proposal bond for the total cost of the proposal. Such bond may be in the form of a certified or cashier's check or approved proposal bond in the amount of 5% of the total amount of the proposal based on a one (1) year cost (First year).

PAYMENT BOND:

The Town of Southwest Ranches shall require the successful proposer to furnish a payment bond, in the amount of 50% of the total proposal price for a one (1) year maintenance cost (first year), with the Town of Southwest Ranches as the obligee, as security for the payment of all persons performing labor or furnishing materials in connection herewith. The bond shall be with a surety company authorized to do business in the State of Florida. Should the Town decide to suspend or discontinue this requirement, the successful proposer shall deduct the amount of \$ 1,458.00 for the premium for said bond for the affected contract period.

PRE-PROPOSAL CONFERENCE - SITE VISITS:

It is mandatory that all proposers attend a pre-proposal conference and optional tour of all areas contained in the specifications. Proposals will not be accepted from proposers who did not attend the pre-proposal conference. No pleas of ignorance by the proposer of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the Town of Southwest Ranches or the compensation of the vendor.

The pre-proposal conference and optional tour will take place on September 19, 2007, STARTING AT 10:00 A.M. STEP OFF LOCATION IS AT SOUTHWEST RANCHES TOWN HALL LOCATED AT 6589 SW 160th Avenue, Southwest Ranches, FL, 33331. Please call (954) 434-0008 for further information.

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES

A. SCOPE OF WORK

1. 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 proposal, shall include litter, trash and debris removal (including, but not limited to, small items such as paper, cans, bottles, and dead animals), mowing, edging, hedge trimming, selective tree trimming, raking, sweeping, weeding, weed eating, irrigation system repair, and janitorial service including gate opening and lock-up at equestrian park (7 days per week).

B. LOCATIONS OF WORK

1. Accompanying this specification are area maps defining the limits of string trimming areas, lawn mowing areas and tree maintenance locations. By submitting a proposal, the proposer certifies that he/she is familiar with the sites and/or the proposed scope of work, prior to submitting a proposal. The Town reserves the right to add or remove specific locations on a temporary or permanent basis, as deemed appropriate.

C. EQUIPMENT

1. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. 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 of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of proposal.

D. SATELLITE STORAGE AND MOBILIZATION FACILITY

1. The contractor must operate at least one dedicated storage and mobilization site fully capable of servicing the town's needs, within fifteen (15) miles of the Town of Southwest Ranches, within 60 days of award. The purpose of this facility is to provide all of the materials and equipment to service the Town's needs.

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES**

E. SCOPE OF WORK

1. Contractor shall maintain the contractually covered maintenance areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance and equipment.
2. Contractor shall maintain all other areas as required by Town during the course of this contract.

F. PROFESSIONAL ORGANIZATIONS

1. The contractor, as a minimum, must be a member, in good standing, of the following organizations:
 - A. Florida Nurserymen Growers & Landscapers Association (FNGLA)
 - B. Tree Care Industry Association (TCIA)
2. The Contractor shall provide proof of membership with the proposal submittal, and submit concurrent proof of membership annually throughout the duration of the contract.
3. In addition, the Contractor must possess the following licenses and keep them current throughout the term of this contract:
 - A. Pest Control Applicator License issued by the State of Florida.
 - B. Tree Trimming License from Broward County
 - C. Irrigation License from Broward County

G. DEFINITIONS

1. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
2. Maintenance as defined for proposal purposes shall include: Litter, trash, and debris removal and disposal; mowing; edging; hedge trimming; selective tree trimming; raking; sweeping; weeding, string trimming, general herbicide application, turf herbicide application, insecticide applications, fertilization, janitorial service, and irrigation system adjustment and repair.

H. SPECIAL CONTRACT REQUIREMENTS

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES**

2. All of the contractor's employees must wear bright orange shirts that identify the company name, at all times.
3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria.
4. For purposes of communicating the Town's needs, an English-speaking superintendent who can read, write, and speak English, is required.
5. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for immediate response of a supervisor and necessary resources for emergency purposes.
6. The contractor, on an immediate and first priority basis (within 24 hours), shall be available to the Town to clear roadways or access areas in the event of an Act of God (major storm, tornado, or hurricane), or any other emergency deemed by the Town Administrator. All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site. Prior to a known Act of God, the contractor will mobilize by bringing equipment to a designated Town location for a "first push" directly following the event.
7. All site furnishings, amenities and facilities, located on public medians, parks and rights-of-way, defined in the project limits, are to be kept clean, free of graffiti, and stains from mineral deposits.
8. All litter/trash receptacles shall be emptied and the contents disposed of legally on a daily basis (7 days per week). In addition, receptacles shall be thoroughly cleaned and washed with a disinfectant product on a monthly basis.
9. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
10. All structures, monuments and fencing located on Town medians, rights-of-ways, or parks, shall be checked for graffiti and cleaned each mowing maintenance visit.

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES

I. REQUIREMENTS FOR EXISTING CONVENTIONAL IRRIGATION SYSTEM AT SUNSHINE RANCHES EQUESTRIAN PARK ONLY.

1. The Contractor is to familiarize himself with the existing irrigation system and is responsible for the repair of all components to insure a continually efficient irrigation system. This includes the adjustment of the controllers to insure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District drought guidelines. Contractor to perform monthly wet tests to verify viability of system the last Wednesday of each month. On the first day of each month, report to Town, in writing indicating proper operation of each zone, required repairs, additional costs and updated run time per zone.

J. IRRIGATION REPLACEMENT AND REPAIR

1. The contractor is responsible for securing replacement parts at a Town approved supply house. The wholesale cost of parts only will be borne by the Town, with proper documentation and approval by the Town's Designee. Labor costs will be paid by the Town at the Contract approved hourly rates. Any necessary repairs, other than routine irrigation head replacement, must be approved in writing by Town prior to start of work.

K. DELIVERY, STORAGE, AND HANDLING

1. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time. Store in manner to prevent wetting and deterioration. Contact the Town's designee a minimum of 48 hours in advance of fertilizer delivery with a specified delivery time.

L. MATERIALS

1. Fertilizer and weed control materials (all rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee).

A. Trees

1. Two applications per year of 13-3-13 50% sulphur coated, granular fertilizer. One application in February and one application in October. Contractor to submit to the Town's Designee a fertilization schedule.

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES

B. Shrubs and Groundcover

1. Two applications per year. Flowering shrubs are to receive applications of granular 10-4-12/50% of sulphur coated fertilizer, at a rate of 1.5 pounds/100 square feet. Non-flowering shrubs are to receive applications of granular 13-3-13/50% sulphur coated fertilizer at a rate of 1.5 pounds/100 square feet. Follow schedule for tree fertilization.

C. Palm Trees

1. Two applications per year of granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade.
 - A) One application (February) of 13-3-13/50% sulphur coated.
 - B) One application (October) of 12-2-14/70% sulphur coated.

D. Argentine Bahia Sod

1. Two applications per year of granular fertilizer following the manufacturer's highest recommended rate.
 - A) One application (February) of 8-0-10 with Talstar.
 - B) One application (October) of 15-0-5 with Talstar.
2. A spot treatment of liquid weed control in the turf grass to occur during the last two weeks in February, and a follow up spot treatment during the first week in March – weather permitting.

M. WEED CONTROL

1. Trees and palms within lawn area: Do not use string trimmers adjacent to trunks in order to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling or chemical control, at each maintenance visit. Nut sedges shall be controlled by a product formulated specifically for their eradication. No green weeds shall be visible in any landscape beds within 4 to 7 days after each weed control maintenance visit.

N. MOWERS AND EDGERS

1. All rotary mowers shall be adjusted to 3" cutting height. All mowing equipment shall be in good repair, shall have no oil or gas leaks. Mower blades shall be sharpened or new prior to each cut.
2. All rotary mowers must be mulching-type mowers.

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF WAY MANAGEMENT AND MAINTENANCE SERVICES

3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels.

4. Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

O. MULCH

1. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or equal. Provide evidence of type and grade of mulch, for Town approval, prior to delivery.

2. Location and frequency of mulching as directed by Town's Designee.

3. Contractor will provide and install all required mulch at the contract unit prices.

4. Mulch to be installed so as to not be within 3" of base of plant material.

P. METHODS OF MAINTENANCE

1. Mowing of lawn areas

A. Pick up and dispose of litter within all areas to be maintained (not limited to bags, cans, and paper) prior to mowing.

B. Use string trimmer for areas not accessible to mowing equipment. Trim around poles, guardrails, and other fixed objects within road right-of-way, from edge of pavement to top of slope of canals, as defined by Town's Designee. All string trimming areas including public art areas at Sunshine Ranches Equestrian Park will require string trimming no lower than 4" from existing grade.

C. Mow, edge, and string trim all lawn areas every fourteen (14) days from April 1st through October 1st and every twenty-one (21) days from October 2nd through March 31st (28 cuts). Contractor to provide maintenance schedule to be approved by Town's Designee.

D. Blow all clippings and lawn debris from roadways each maintenance visit.

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES**

2. Catch Basins

- A. Remove surface debris from top of grates each maintenance visit, and remove any vegetation from grate.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

3. Edging

- A. Edge, as required, to maintain a neat, clean appearance.
- B. Maintain shape of planting beds as originally designed.

4. Brushback Cutting

- A. Right-of-Way Brushback
 - 1) Includes cutting back overgrowth of shrubs and trees within Towns' right-of-way each maintenance visit (approx. 5,000 linear feet).
 - 2) Cutback overgrowth of shrubs and trees that extend into the road right-of-way preventing line of sight (LOS) vision (Approx. 3600 S.F.) This work is to occur (8) times per year as directed by the Town's Designee.
- B. Sunshine Ranches Equestrian Park Trimming and Maintenance
 - 1) The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of the park (one half hour after sunrise and one half hour before sunset).
 - 2) Line trimming around permanent fixtures, including exterior fence lines, canal slopes, and public art areas, are to be performed at each maintenance visit.
 - 3) All weeds will be eradicated from all tree and landscape areas each maintenance visit.
 - 4) Shrubs and groundcover will be trimmed and shaped, as needed and directed by Town's Designee, a maximum of 2 times per year.
 - 5) Parking lot and other hardscape surfaces are to be edged each main-

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES**
tenance visit.

- 6) Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed, as needed and directed by Town's Designee, each maintenance visit.
- 7) Non self-pruning palms will have dead palm fronds and seed pods removed once per year (February).
- 8) Entrances and monuments will be trimmed and shaped each maintenance visit.
- 9) Post mowing clean-up will be completed after each maintenance visit. Contractor will coordinate mowing and clean-up so that blowing can be completed by the end of the day.
- 10) Shade structures – Prior to tropical storm warnings and/or tropical storm force winds, the contractor is responsible for removing, storing, and re-installing the shade cloth that covers the structures. Coordinate this work with the Town. This work will be paid for at the contract hourly rates. The shade structure is Landscape Structures Cool Topers with (1) full sail and (1) 18'x18'x10' pyramid.
- 11) Janitorial service for park restroom and structures
 - a. Contractor shall clean all restroom floors and fixtures with a germicidal disinfectant on a daily basis (Upon opening and closing of park). Supplies provided by the Town.
 - b. Contractor shall daily inspect, supply and replenish paper products and soap, using supplies furnished by Town.
 - c. Contractor shall clean Drinking Fountain with a germicidal disinfectant on a weekly basis or as necessary.
 - d. Buildings shall be pressure cleaned on an annual basis.
 - e. Contractor shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town's Designee.
- 12) Argentine Bahia Sod replacement – Select areas within the park will require the appropriate herbicide applications necessary to provide total eradication of all weed growth. The contractor shall string trim all dead & brown vegetation to the soil level. The contractor shall furnish and install said Bahia sod, tightly butted together so that seams are not visible. The contractor shall monitor and adjust the irrigation system as required to achieve well rooted, and healthy sod. Said areas of sod replacement shall be as directed by the Town's Designee.

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES**

- 13) Equestrian Rings/Trail Maintenance (monthly)
 - a. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty-eight (48) hours in advance.
- 14) Lighting Maintenance
 - a. The Contractor will monitor all lighting and will replace bulbs and/or lenses, to be supplied by the Town, as needed.
- 15) Tot Lot Maintenance
 - a. Trash, rocks and debris will be removed from surface material on a weekly basis.
 - b. The Contractor will monitor the site structures and furnishings and will provide immediate written reports of damage or vandalism. Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
 - c. Play structures shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be proposal separately.
 - d. Replenishment of surface material is not included in this contract and will be proposal separately, when necessary.
- 16) Fence Maintenance
 - a. Fencing shall be pressure cleaned or washed on an annual basis to remove any and all extraneous materials, to include but not be limited to mineral deposits. Additional cleanings, if necessary, will be proposal separately.
 - b. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this contract and will be proposal separately.
- 17) Fire Ant Control
 - a) Provide an initial application of Extinguish Fire Ant Bait, to entire park, using Extinguish Fire Ant Bait, following manufacturer's recommendations for application amount and methods.
 - b) Provide two additional applications, as directed by Town's Designee (total of 3 applications).

**TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES**

- c) If fire ants are not totally eradicated, additional call back service will occur, on an as needed basis, at no additional charge.
- d) Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.

C. Other Town Property Maintenance

- 1) Other areas to be maintained
 - a. Southwest Meadows Sanctuary (2 parcels: 26 acres + 11 acres)
 - b. Rolling Oaks (46 acres plus barn)
 - c. Trailside Park (4 acres)
 - d. Frontier Trails (30 acres)
 - e. Town Hall (landscape bed maintenance only)
 - f. Public Safety Building at 172nd Ave and Griffin Road
- 2) Maintenance Requirements (C. 1) a. thru f. above)
 - a. Mow all park areas (see page 38, P. 1. C. for frequency)
 - b. Complete line trimming around any buildings, monuments, and entrances, each maintenance visit and as directed by Town's Designee.
 - c. Fence line weed control, as needed, and directed by Town's Designee.
 - d. Fence pressure cleaning per Item (see page 41, 16. a.).
 - e. Litter removal (see page 38, P. 1. A).

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES

AERIAL PHOTOS

(SEE ATTACHMENTS AT THE END OF THE DOCUMENT: 22 PAGES)

TOWN OF SOUTHWEST RANCHES
PARK AND RIGHT-OF-WAY MANAGEMENT & MAINTENANCE SERVICES

PROPOSAL COST ITEMS
(FIRST 36 MONTHS)

ITEM No.	LOCATIONS	Six Month Cost for Maintenance Apr - Sept	Six Month Cost for Maintenance Oct - Mar	Total Cost Per 12 Mos.	*Cost per Cut
1	Right-of-Way Mowing, Trimming and Maintenance (Approximately 37,000 Linear Feet without Griffin Road)	\$ 26,288.00	\$ 19,716.00	\$ 46,004.00	\$ 1,643.00
2	Canal Bank Mowing and Trimmng (Approximately 185,000 Linear Feet)	\$ 37,216.00	\$ 27,912.00	\$ 65,128.00	\$ 2,326.00
3	String Trimming Only (Approximately 30,000 Linear Feet)	\$ 24,368.00	\$ 18,276.00	\$ 42,644.00	\$ 1,523.00
4	Sunshine Ranches Equestrian Park Maintenance	\$ 40,000.00	\$ 30,000.00	\$ 70,000.00	\$ 2,500.00
5**	Other Town Property Maintenance	\$ 59,200.00	\$ 44,400.00	\$ 103,600.00	\$ 3,700.00
Base Proposal Total of Items 1 through 5				\$327,376.00	
6	Right-of-Way Mowing, Trimming and Maintenance	\$ 0.05 per linear foot (20' wide)			
7	Canal Bank Mowing and Trimmng	\$0.10 per linear foot of canal bank (20' wide)			
8	Right-of-Way Tree and Shrub Brushback Cutting	\$2,400.00 Per 5,000 Linear Feet			
9	Line of Sight Cut Back	\$1,500.00 Per 3,600 Lineral Feet			
10	Equestrian Park Additional Ring and Trall Dragging	\$200.00 Cost per Dragging			
* The Town may add or delete the quantity of cuts as directed by the Town Administrator					
** This initial base rate reflects 16 cuts . Any adjustment to the frequency or acreage shall be recalculated pursuant to the rate established in Addendum #1.					

PROPOSER'S SIGNATURE _____

PROPOSER'S NAME Luke Facarazzo, President
COMPANY NAME Lukes' Landscaping, Inc.

TOWN OF SOUTHWEST RANCHES
PARK AND RIGHT-OF-WAY MANAGEMENT & MAINTENANCE SERVICES

PROPOSAL COST ITEMS (continued)

Item No.	UNIT PRICES		Year 1	Year 2	Year 3
11	One Laborer	Per hour 8:00 a.m. - 4:40 p.m., Mon-Fri =	\$ 22.00	\$ 22.00	\$ 22.00
		Per hour for all other times =	\$ 33.00	\$ 33.00	\$ 33.00
12	One Landscape Supervisor	Per hour 8:00 a.m. - 4:40 p.m., Mon-Fri =	\$ 32.00	\$ 32.00	\$ 32.00
		Per hour for all other times =	\$ 48.00	\$ 48.00	\$ 48.00
13	One Irrigation Supervisor	Per hour 8:00 a.m. - 4:40 p.m., Mon-Fri =	\$ 40.00	\$ 40.00	\$ 40.00
		Per hour for all other times =	\$ 60.00	\$ 60.00	\$ 60.00
14	One Irrigation Laborer	Per hour 8:00 a.m. - 4:40 p.m., Mon-Fri =	\$ 22.00	\$ 22.00	\$ 22.00
		Per hour for all other times =	\$ 33.00	\$ 33.00	\$ 33.00
15	One Skidsteer Loader with bucket, forks, and free boom attachment with a minimum operating capacity of 3000 lbs. With operator	Per hour =	\$ 50.00	\$ 50.00	\$ 50.00
		Per day =	\$ 400.00	\$ 400.00	\$ 400.00
		Per Week =	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
		Per Month =	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
16	One combination frontend loader and backhoe with a minimum operating weight of 13,000 lbs including operator	Per hour =	\$ 55.00	\$ 55.00	\$ 55.00
		Per day =	\$ 440.00	\$ 440.00	\$ 440.00
		Per Week =	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
		Per Month =	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
17	One min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 35.00	\$ 35.00	\$ 35.00
		Per day =	\$ 280.00	\$ 280.00	\$ 280.00
		Per Week =	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
		Per Month =	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
18	One Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 55.00	\$ 55.00	\$ 55.00
		Per day =	\$ 440.00	\$ 440.00	\$ 440.00
		Per Week =	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
		Per Month =	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
19	Melaleuca Mulch	Per Cubic Yard in place	\$ 35.00	\$ 35.00	\$ 35.00
20	Argentine Bahia Sod	Per 400 Sq. Ft. In Place	\$ 175.00	\$ 175.00	\$ 175.00
21	Tree Fertilization (Per page 40L.1. A.)	Per 50 lb. In Place	\$ 18.00	\$ 18.00	\$ 18.00

22	Watering Truck with Operator	Per hour=	\$ 45.00	\$ 45.00	\$ 45.00
		Per day =	\$ 360.00	\$ 360.00	\$ 360.00
		Per Week =	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
		Per Month =	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00

PROPOSER'S SIGNATURE

PROPOSER'S NAME

COMPANY NAME

Luke Facarazzo, President
Lukes' Landscaping, Inc.

TOWN OF SOUTHWEST RANCHES
PARK AND RIGHT-OF-WAY MANAGEMENT & MAINTENANCE SERVICES

ADDENDUM #1

PROPOSAL COST ITEMS
(ADD/DELETE ALTERNATIVE)

*As defined on Page 27, paragraph 5.1.2 of the specifications, "The Town Administrator reserves the right to reduce the level of service at his sole discretion." Accordingly, provide unit prices to quantify costs reduction in the event The Town adds or deletes service to a specific Property, the quantity of cuts, maintenance services to be rendered or amount of acreage to be maintained, as directed by the Town Administrator. reduction of Services may affect any of the following Properties (aerial photos attached, sheets "1-8 of 8") and Maintenance Requirements as per page 42, items C.2) a. thru e.

Item No.	UNIT PRICES		Year 1	Year 2	Year 3
23	Southwest Meadows Sanctuary (parcel #1: 26 acres)	Per acre	\$ 20.00	\$ 20.00	\$ 20.00
24	Southwest Meadows Sanctuary (parcel #2: 11 acres)	Per acre	\$ 20.00	\$ 20.00	\$ 20.00
25	Rolling Oaks (46 acres plus barn)	Per acre	\$ 20.00	\$ 20.00	\$ 20.00
26	Frontier Trails (30 acres)	Per acre	\$ 20.00	\$ 20.00	\$ 20.00
27	Public Safety Building at 172nd Ave and Griffin Road	Cost per maintenance visit	\$ 50.00	\$ 50.00	\$ 500.00
28	Trallside Park (4 acres)	Per acre	\$ 20.00	\$ 20.00	\$ 20.00

Correction on Page 23, paragraph 1.4 of the specifications, " Any questions or clarifications concerning this Invitation to Proposal shall be submitted in writing by mail or facsimile to the Town Administrator, 6589 SW 160th Avenue, Southwest Ranches, FL., 33331. Fax (954) 434-1490. The proposals title/number shall be referenced on all correspondence. Written inquiries and questions will be received up to and including Friday, September 21, 2007. all responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE DEADLINE.

PROPOSER'S SIGNATURE _____

PROPOSER'S NAME Luke Facarazzo, President

COMPANY NAME Lukes' Landscaping, Inc.

RFP #2007-539-001, Addendum #1

**TOWN OF SOUTHWEST RANCHES PARK AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES
RFP NO. 2007-539-001**

ADDENDUM #2

1. As defined on page 27, paragraph 5.1 AWARD OF PROPOSALS, "The Town of Southwest Ranches reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal(s) shall be made by the Town Council.
All contracts shall be awarded by the Town Administrator, as stated above, to the lowest responsible and responsive proposer, after the consideration of the following:"

EVALUATION FORM

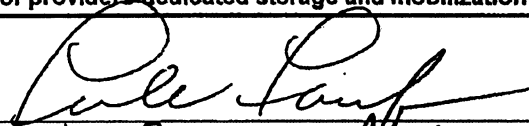
Items (1) through (6) shall be weighted using the following percentage basis of evaluation for proposals:

		Percentage
(1)	price;	40%
(2)	the capacity, ability and skill of the provider to perform the contract; professional licensure required when service of a skilled nature as required by law to perform such service and/or skill;	20%
(3)	the quality of performance of previous contracts; the previous and existing compliance by the provider with laws and ordinances relating to the contract;	15%
(4)	the character, integrity, reputation, judgment, experience and efficiency of the provider;	15%
(5)	the extension of the contract beyond the required three (3) year term;	5%
(6)	location of providers dedicated storage and mobilization facility.	5%

PROPOSER'S SIGNATURE

PROPOSER'S NAME

COMPANY'S NAME


Lute Foxcarazo, President
Lute's Landscaping, Inc.

RFP #2007-539-001, Addendum #2

RFP NO. 2007-539-001

ADDENDUM #3

1 **Correction:** The time for submission of written Requests for Information shall be extended. As defined on Page 23, paragraph 1.4 of the specifications and on Addendum #1, Item 2 on page 2 of 11, "Written inquiries and questions will be received up to and including Monday, September 24, 2007 at 5:00 PM. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum or response to Requests for Information. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE DEADLINE."

2 **Correction:** As defined in the specifications: on page 35, paragraph 7 "All site furnishings, amenities and facilities, located on public medians, parks and rights-of-way, defined in the project limits, are to be kept clean, free of graffiti, and stains from mineral deposits." and on page 41, paragraph 16. a. "Fencing shall be pressure cleaned or washed on an annual basis to remove any and all extraneous materials, to include but not be limited to mineral deposits."

3 **Clarification:** As defined on page 40, paragraph 4 of the specifications, "Shrubs and groundcover will be trimmed and shaped, as needed and directed by Town's Designee, a maximum of 2 times per year." This language refers to shaping of shrubs in the Sunshine Ranches Equestrian Park and the frequency of maximum 2 times per year is accurate.

4 **Clarification:** As defined on Page 44, Item No. 1 "Right-of-Way Mowing, Trimming and Maintenance (Approximately 37,000 Linear Feet without Griffin Avenue Road)" This item shall include string trimming (removal of vegetation from grate) and other services outlined on page 39, items 2. a. and b. of the specifications for 33 inlet/catch basins/grates along the north and south sides of Griffin Road between Flamingo Road and U.S. 27; this item will also include maintenance of swale/ditch areas at only the south side of Griffin Road adjacent to Town-owned properties as defined on Page 42, items C. 1) a., c. and f.

5 **Correction:** As defined on page 44, Item No. 2, Canal Bank Mowing (defined as from edge of pavement to top of slope of canals) and Trimming (defined as from top to bottom of slope of canals): The number of linear feet for this item is reduced to approximately 93,520 and proposals shall not include Canal Bank Trimming as defined in this correction, with the exception of the slopes directly adjacent to the Sunshine Ranches Equestrian Park. As further clarification, the only trimming of Canal Banks shall be at the Sunshine Ranches Equestrian Park. For Item No. 2, page 44, Canal Bank Mowing and Trimming, Base Proposal is to include 28 cuts as per specifications. However, the frequency of service shall be subject to adjustment, based on need. Proposers should provide cost per cut pricing as per Item No. 2, page 44 of the specifications.

(PROVIDE UNIT PRICES)

6 Item No. 27 **Clarification:** As defined on page 35, paragraph 6 of the specifications, "All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site." Proposers are requested to provide unit pricing for removal and proper disposal of debris.

Removal and Proper disposal of debris at an EPA and/or Town Approved dump site

\$ 23.50

Cost per cubic yard

7 Item No. 28 **Clarification:** Coinciding with seasonal conditions, turf (Argentine Bahia with minimal areas of St. Augustine) at the Sunshine Ranches Equestrian Park may require more cuts than specified in the Base Proposal. Accordingly, Proposers are requested to provide unit pricing for additional mowing only of the turf in this location.

Equestrian Park turf mowing per additional cut.

\$ 500.00
\$ 750.00

Cost per cut.

PROPOSER'S SIGNATURE

PROPOSER'S NAME

COMPANY'S NAME

File F. Lopez
L. Lopez
Lopez Landscaping Inc.
RFP #2007-539-001, Addendum #3

MAINTENANCE SERVICES

RFP NO. 2007-539-001

ADDENDUM #4

1

Correction: As defined on page 25, Section 3.1.2 of the specifications: "The vendor shall furnish to the Town Administrator, Town of Southwest Ranches, 6589 SW 160th Avenue, Southwest Ranches, Florida, 33331, certificate(s) of insurance which indicate that insurance coverage has been obtained by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements and shall be presented to the Town prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined below: Workers compensation insurance for all employees of the vendor as required by Florida Statute 440 as amended. In addition, Comprehensive, General liability insurance (GCL) including broad form contractual liability coverage for bodily injury and property damage liability with limits of One Million Dollars (\$1,000,000) combined single limit occurrence, is required. In addition, the automobile liability insurance to include bodily injury and death with limits of \$1,000,000, vehicle limits of \$2,000,000/\$500,000 and property damage of \$1,000,000 per occurrence. must include premises/operations, products/completed operations, broad form contractual and independent contractors' coverages. The Town of Southwest Ranches shall be named as "additional insured" with respect to this coverage. Such insurance shall not diminish Contractors indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance, which the Town may maintain. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the Town certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the Town named as an additional insured. All policies shall contain a waiver of subrogation endorsement. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) calendar days prior to written notice to the Town's Risk Management Department. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder." **The following line is to be omitted:**
ADDITIONAL INSURED: TOWN OF SOUTHWEST RANCHES 6589 SW 160th Avenue Southwest Ranches, FL 33331"

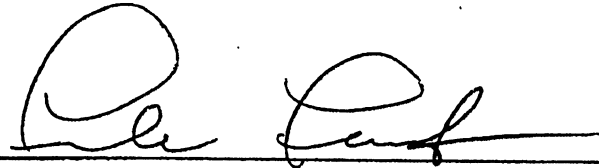
2

Correction: As defined on page 28, paragraph 6.2 of the specifications: **The following section is to be omitted: "HOLD HARMLESS: All proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to their decisions to reject, award, or not award a proposal, as applicable."**

3

Correction: As defined on page 30, paragraph 7.7 of the specifications: "REMEDIES FOR BREACH: Should Contractor fail to perform, Town shall notify Contractor in writing of such failure to perform and Contractor shall have thirty (30) days of receiving such notice to cure such failure. **Nothing herein shall be construed as precluding the Town's right to terminate for convenience.** If Contractor is unable to cure such failure to perform then Town shall receive a refund equal to the actual cost of a third party to cure such failure. The Town may sue for damages in circuit court. If Town fails, refuses or is unable to perform any term of this agreement, Town shall pay for services rendered as of the date of termination.

PROPOSER'S SIGNATURE



PROPOSER'S NAME

Luice FARRAZZO

COMPANY'S NAME

Luices LANDSCAPING

RFP #2007-539-001, Addendum #4

TOWN OF SOUTHWEST RANCHES
PARKS AND RIGHT-OF-WAY MANAGEMENT AND MAINTENANCE SERVICES

INVITATION TO SUBMIT RFP

8.1: CONTRACT EXTENSIONS: The Town of Southwest Ranches hereby requests proposals for a three (3) year contract for supplies and services. In addition, if the successful proposer is willing, the TOWN reserves the right to extend contract at the same prices for an additional two, (2) year terms, providing all the terms, conditions and specifications remain the same and the extension is approved by the Town Council.

PROPOSER OFFERING FIRM PRICES FOR THE FULL CONTRACT PERIOD OF (3) YEARS:

YES X NO _____

PROPOSER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR:

SECOND TWENTY FOUR MONTHS: YES X NO _____

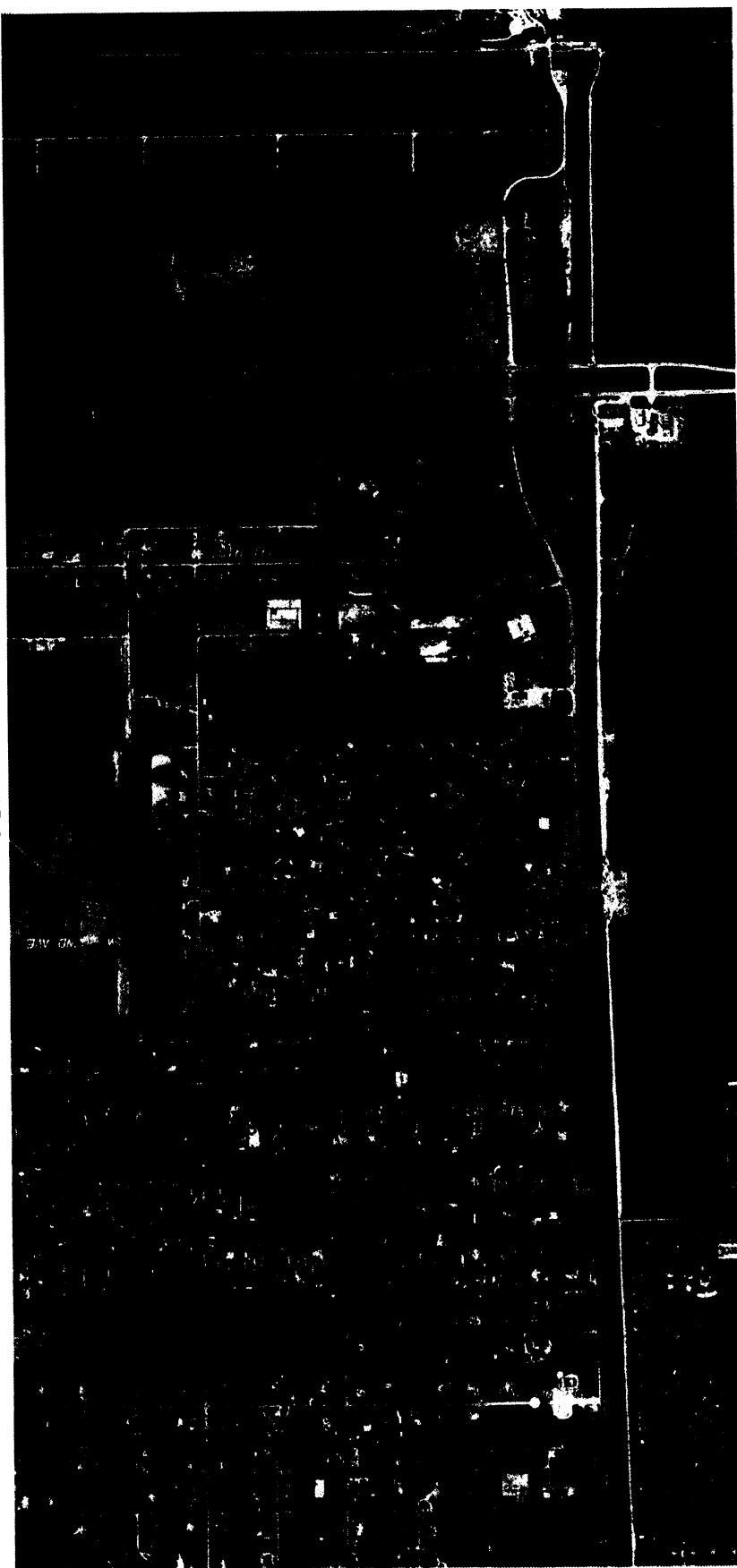
THIRD TWENTY FOUR MONTHS: YES X NO _____

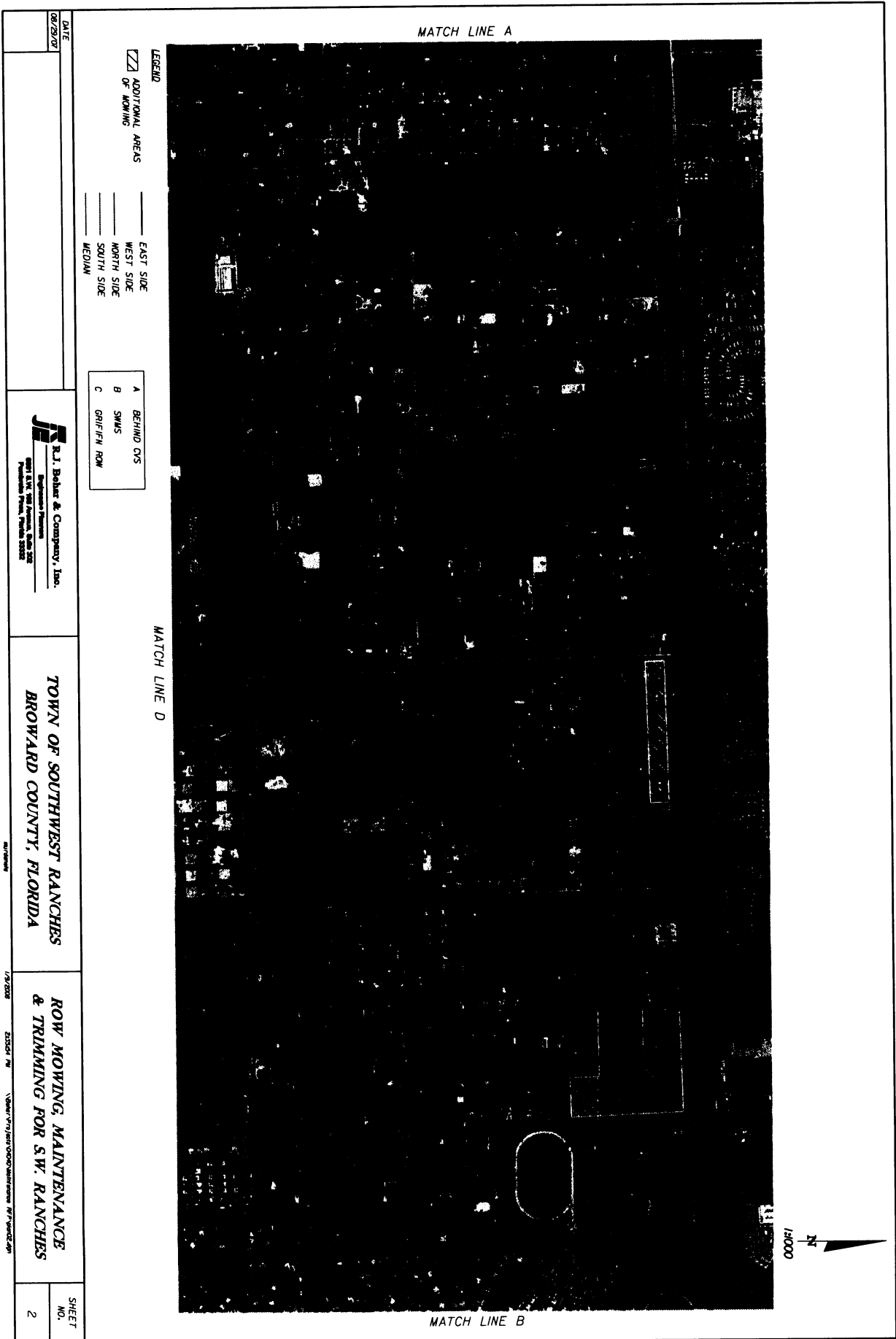
Please Note: The signature and company name must be the same as on page one of this proposal form.

PROPOSER'S SIGNATURE: 

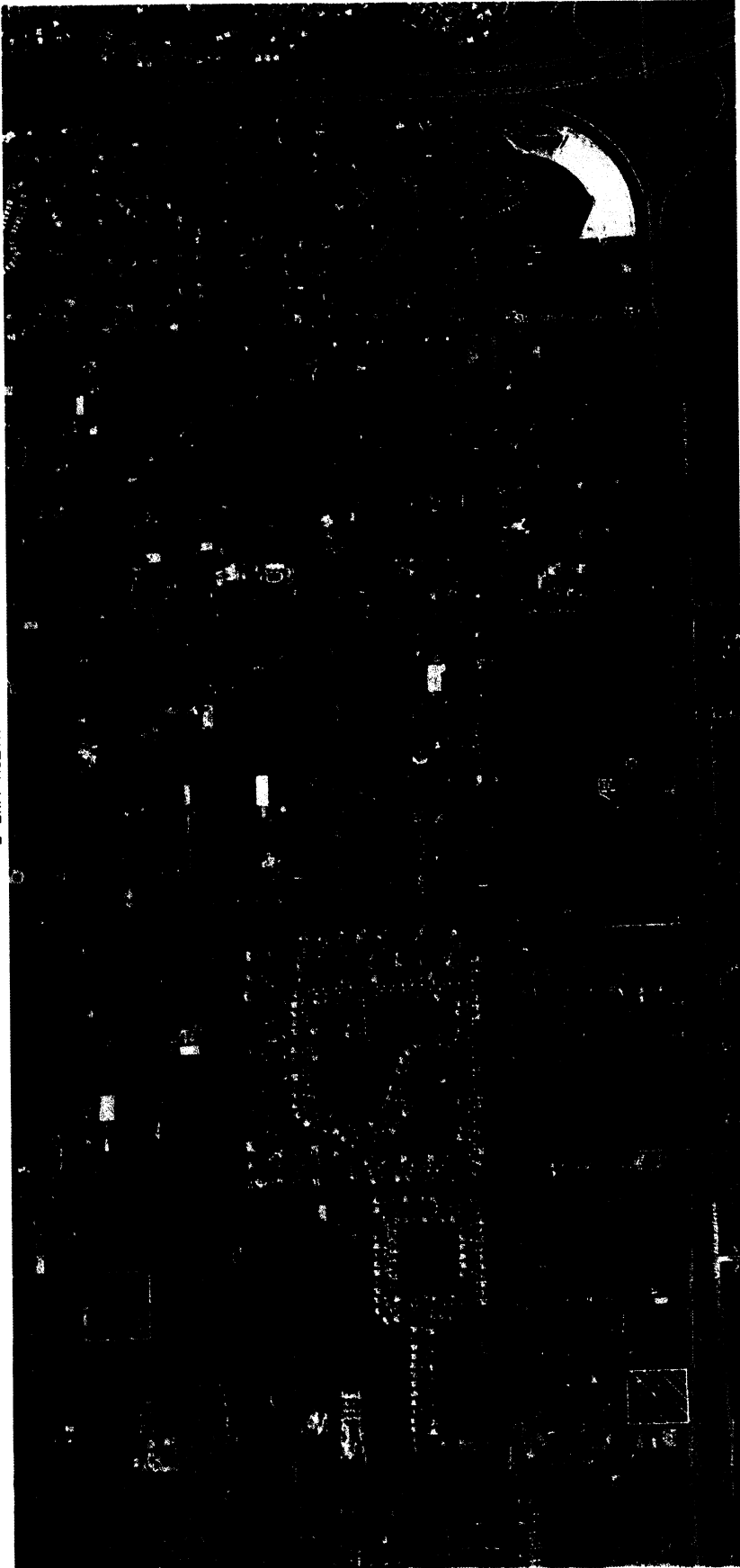
PROPOSER'S PRINTED NAME: Luke Faracazzo Pauli

COMPANY'S NAME: Lute's Landscaping, Inc.





MATCH LINE B



MATCH LINE E

LEGEND

☒ ADDITIONAL AREAS
OF MOWING

EAST SIDE
WEST SIDE
NORTH SIDE
SOUTH SIDE
MEDIAN

A BEHIND C/S
B SWMS
C GRASSY ROW

DATE

08/29/01



TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

ROW MOWING, MAINTENANCE
& TRIMMING FOR S.W. RANCHES

SHEET
NO.

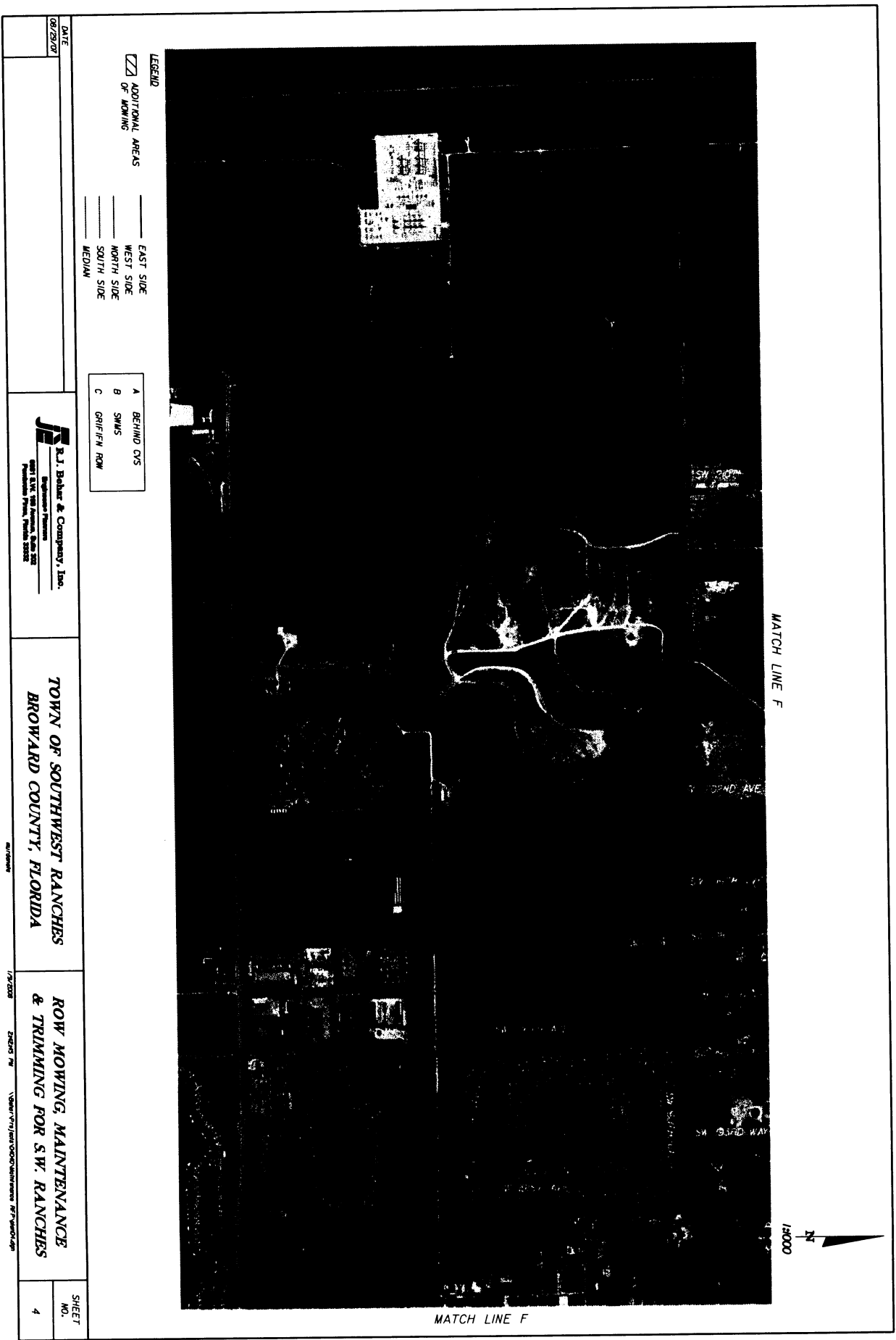
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08/29/01

1/3/2008

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LEGEND

☒ ADDITIONAL AREAS OF MOWING

— EAST SIDE
— WEST SIDE
— NORTH SIDE
— SOUTH SIDE
— MEDIAN

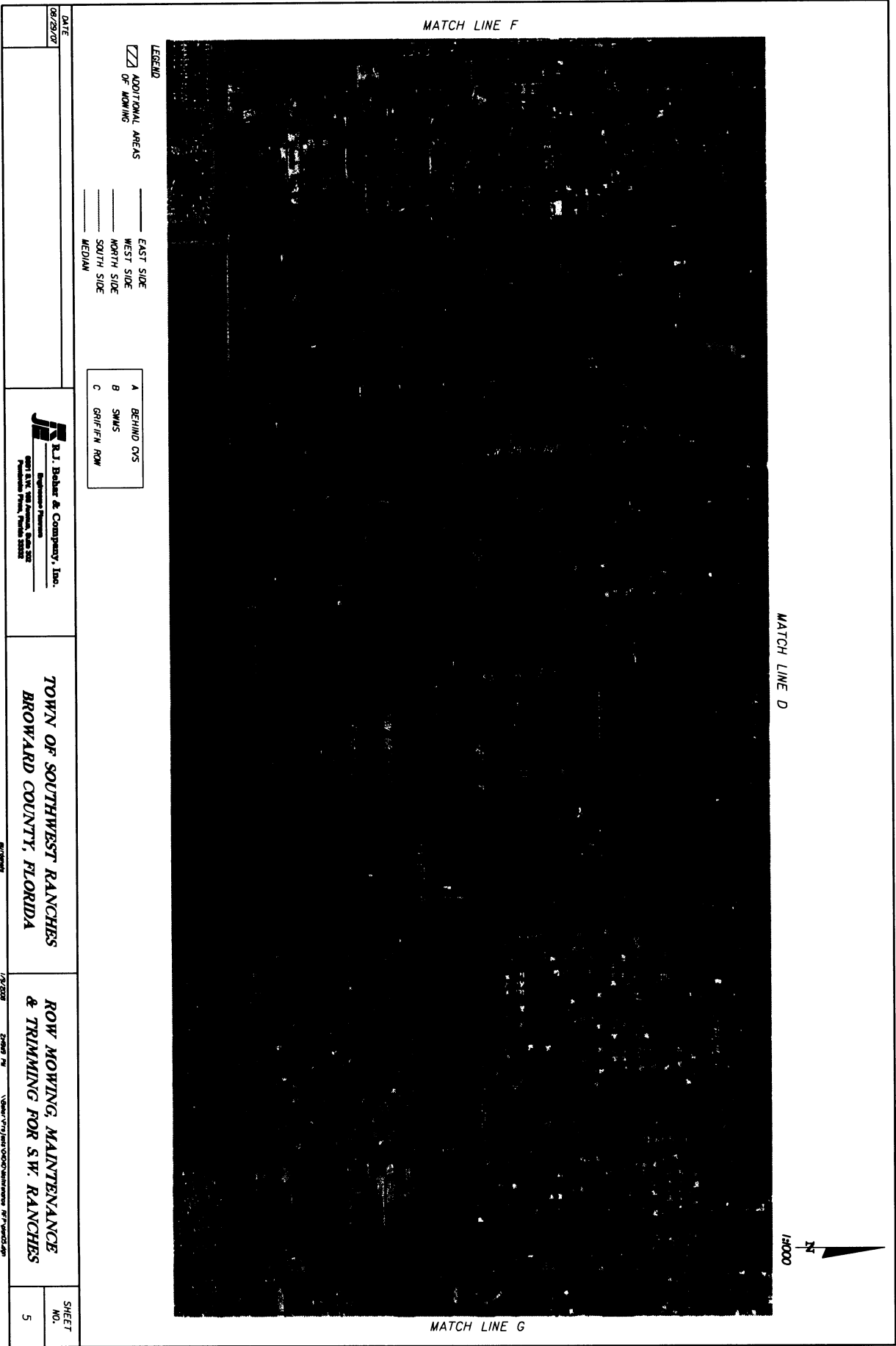
A BEHIND O/S
B SWMS
C GRIT/FIN ROW

J.J. Belar & Company, Inc.
Engineers & Planners
1001 S.W. 10th Avenue, Suite 202
Fort Lauderdale, Florida 33304

TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

**ROW MOWING, MAINTENANCE
& TRIMMING FOR S.W. RANCHES**

SHEET
NO.
4



MATCH LINE F

MATCH LINE D



MATCH LINE G

LEGEND

☒ ADDITIONAL AREAS OF MOWING

— EAST SIDE

— WEST SIDE

— NORTH SIDE

— SOUTH SIDE

— MEDIAN

A	BEHIND CTS
B	SWMS
C	GRASS ROW

R.J. Baker & Company, Inc.
Surveyors
1001 E. 1st St., Suite 100
Fort Lauderdale, FL 33301

**TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA**

**ROW MOWING, MAINTENANCE
& TRIMMING FOR S.W. RANCHES**

DATE: 1/15/2008
DRAWN BY: J. Baker
CHECKED BY: J. Baker
DATE: 1/15/2008

SHEET NO. 5




LEGEND

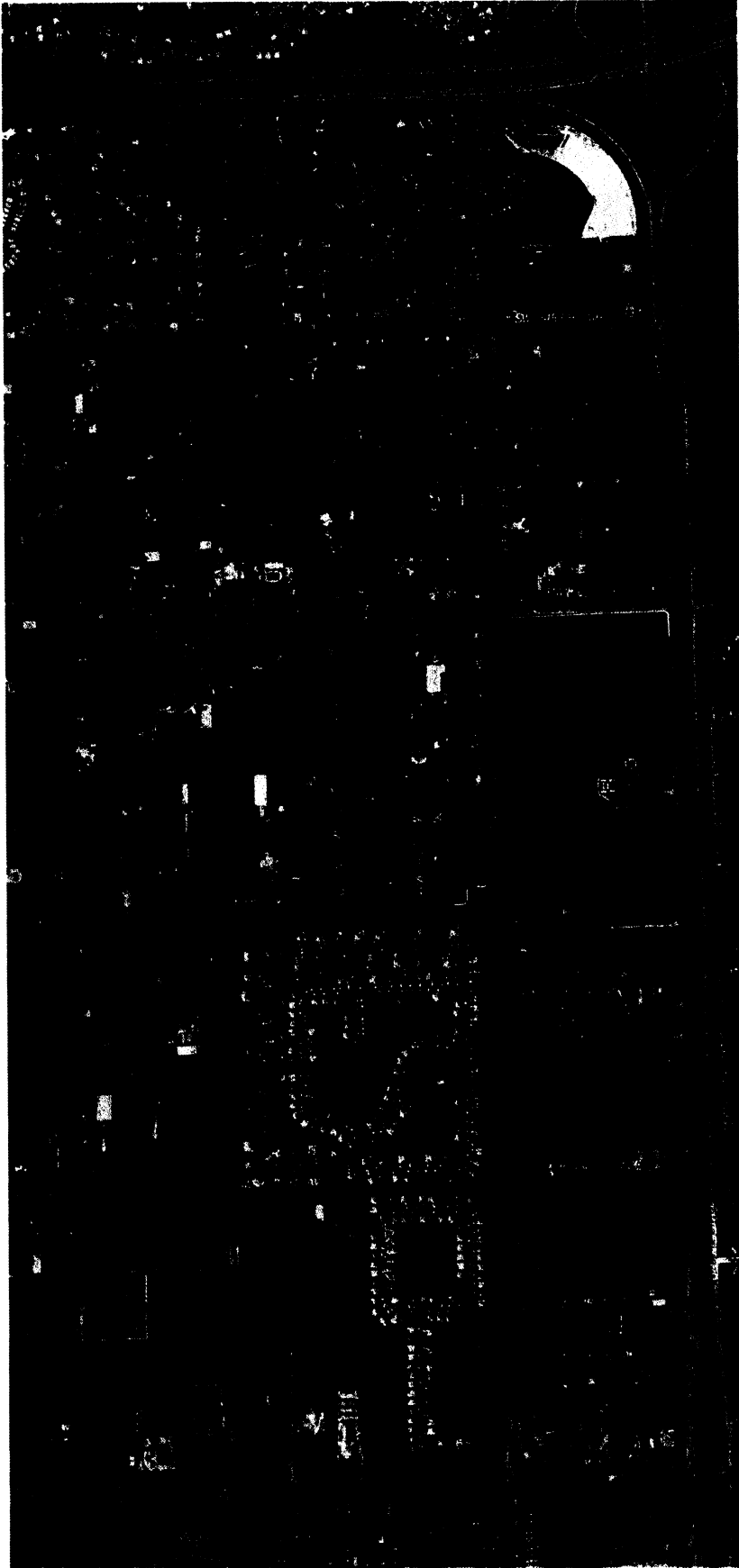
STRING-TRIMMING GUARDRAILS

MATCH LINE C

MATCH LINE A

DATE		 R.J. Baker & Company, Inc. Surveying Division 6897 L.W. 348 Avenue, Suite 202 Punta del Mar, Puerto Rico 00982		TOWN OF SOUTHWEST RANCHES BROWARD COUNTY, FLORIDA		STRING-TRIMMING, INCLUDING GUARDRAILS FOR S.W. RANCHES		SHEET			
08/29/07								NO.			
				8/17/2008		1/5/2008		225242 PL		\Drawn by: jst 0000: 000	

MATCH LINE B

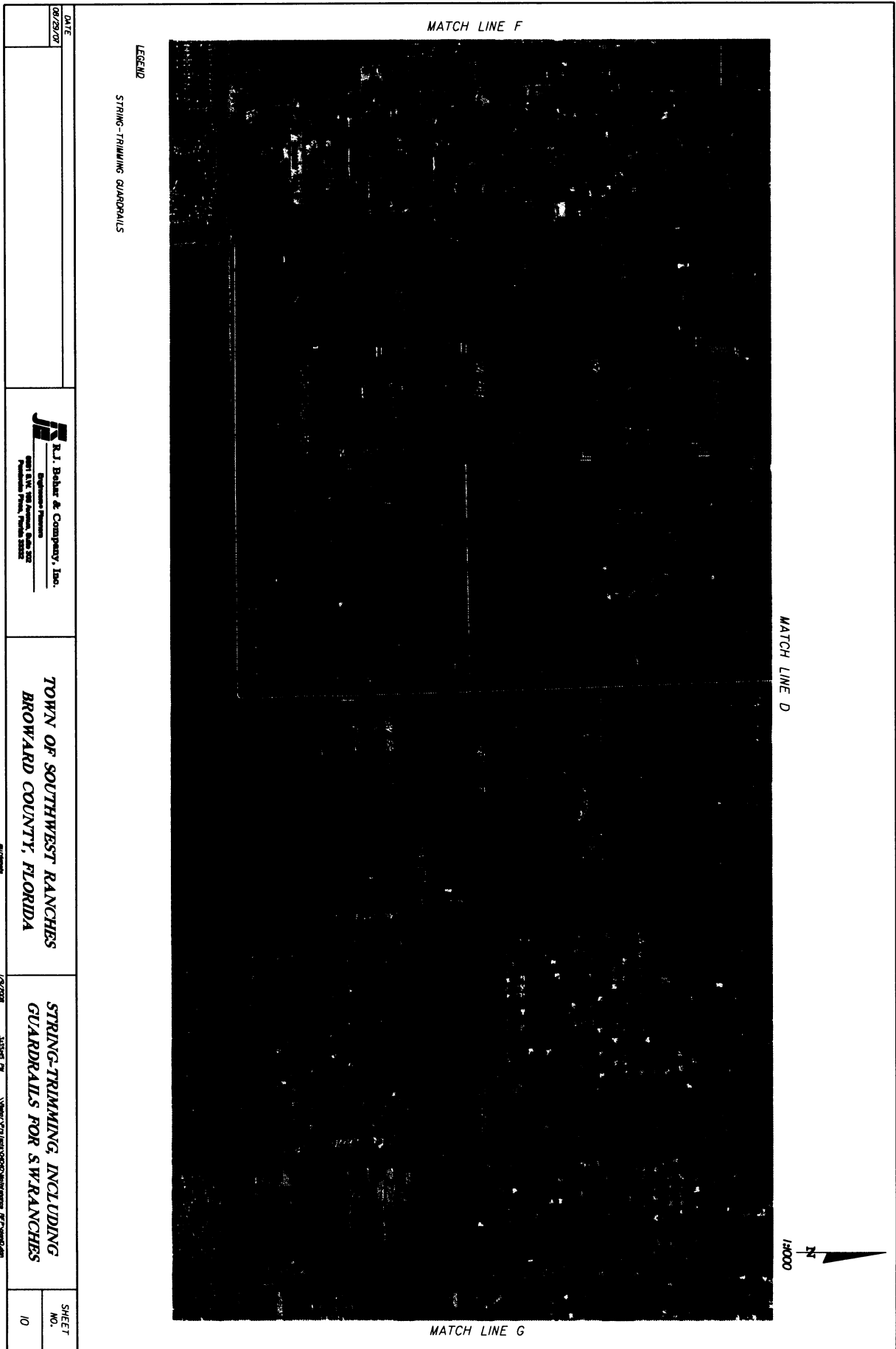


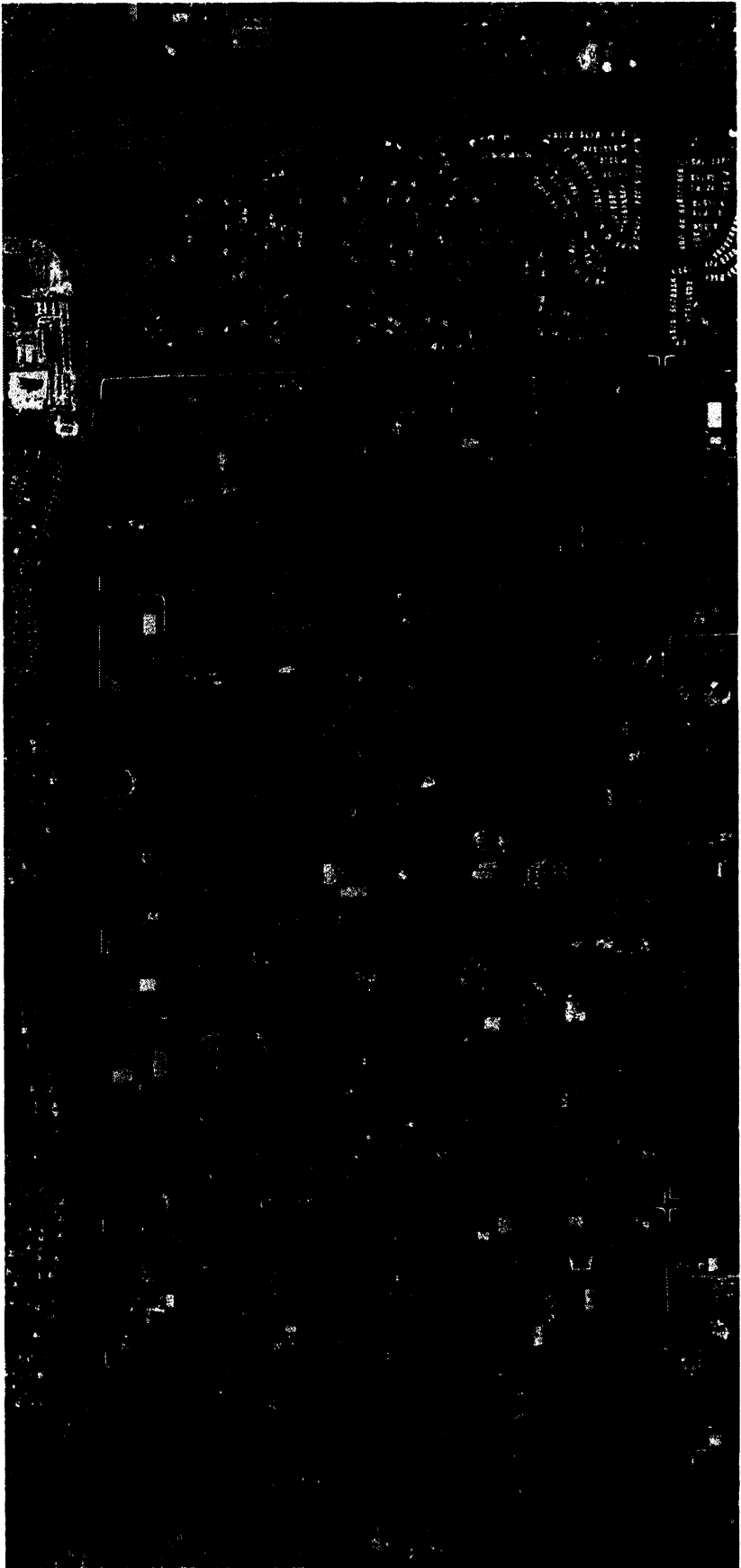
LEGEND

STRING-TRIMMING GUARDRAILS

MATCH LINE E

DATE				SHEET NO.
08/29/27				8
		 R.J. Baber & Company, Inc. Engineering Services 2001 E.W. 10th Avenue, Suite 202 Tomball, Texas 77375-5555	TOWN OF SOUTHWEST RANCHES BROWARD COUNTY, FLORIDA	STRING-TRIMMING, INCLUDING GUARDRAILS FOR S.W. RANCHES
		08/29/27	1/27/2028	1/27/2028





MATCH LINE G

MATCH LINE E

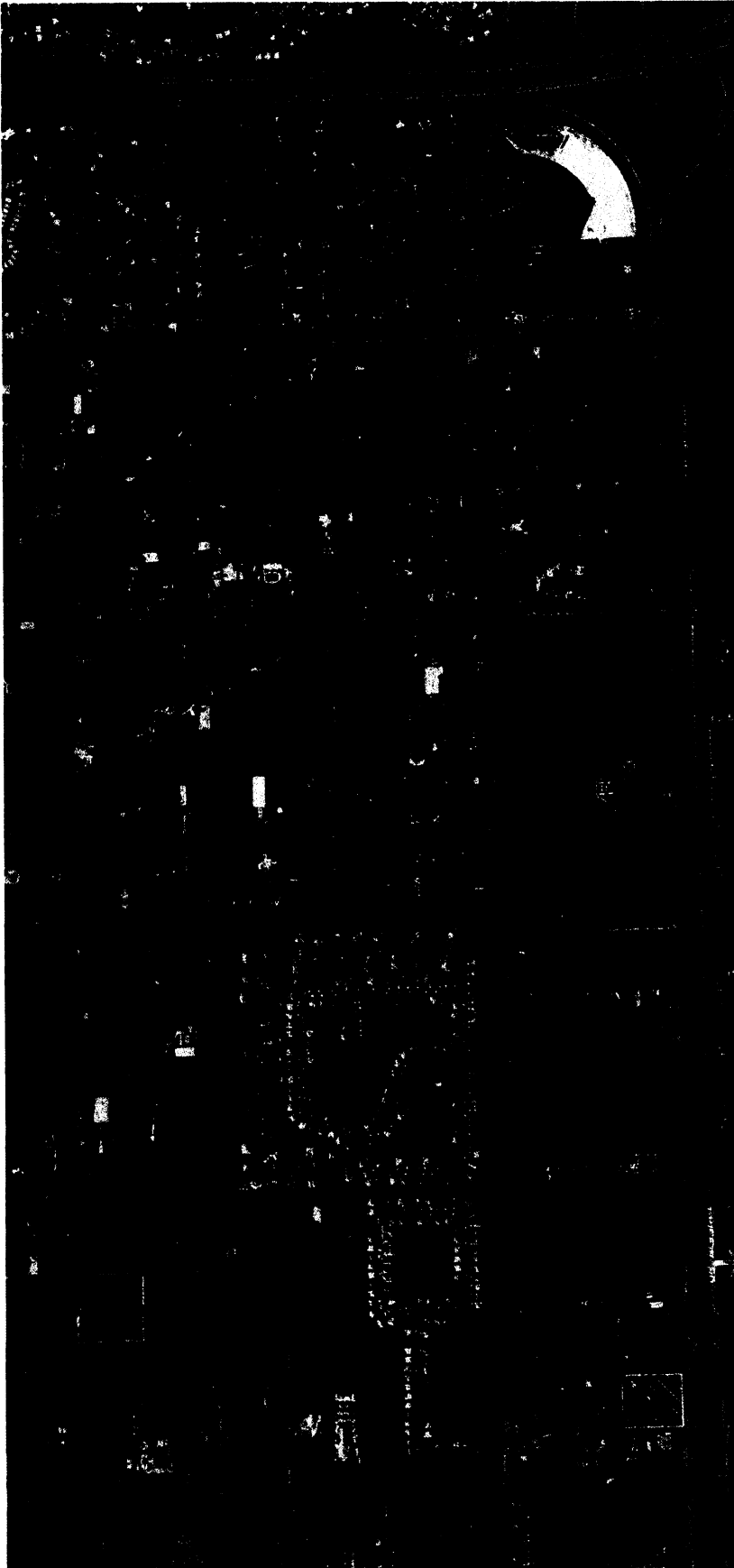


LEGEND

STRING-TRIMMING GUARDRAILS

DATE		SHEET NO.
08/29/07		
<div>R.J. Baker & Company, Inc. Engineers/Planners 4001 E.W. 100 Avenue, Suite 200 Pompano Beach, Florida 33062</div>		11
TOWN OF SOUTHWEST RANCHES BROWARD COUNTY, FLORIDA		STRING-TRIMMING, INCLUDING GUARDRAILS FOR S.W. RANCHES
REVISED BY		1/9/2008
		\\server1\proj\proj\0000\multimedia\ref\0000.dgn

MATCH LINE B



MATCH LINE E

LEGEND

☒ ADDITIONAL AREAS
OF MOWING

— EAST SIDE
— WEST SIDE
— NORTH SIDE
— SOUTH SIDE
— MEDIUM

A BEHIND OVS
B SWMS
C GRIF-FW ROW

DATE

08/29/07

R.J. Baker & Company, Inc.
Engineering Division
8001 E.W. 5th Avenue, Suite 202
Pompano Beach, Florida 33062

**TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA**

**CANAL BANK MOWING &
TRIMMING FOR S.W. RANCHES**

SHEET
NO.

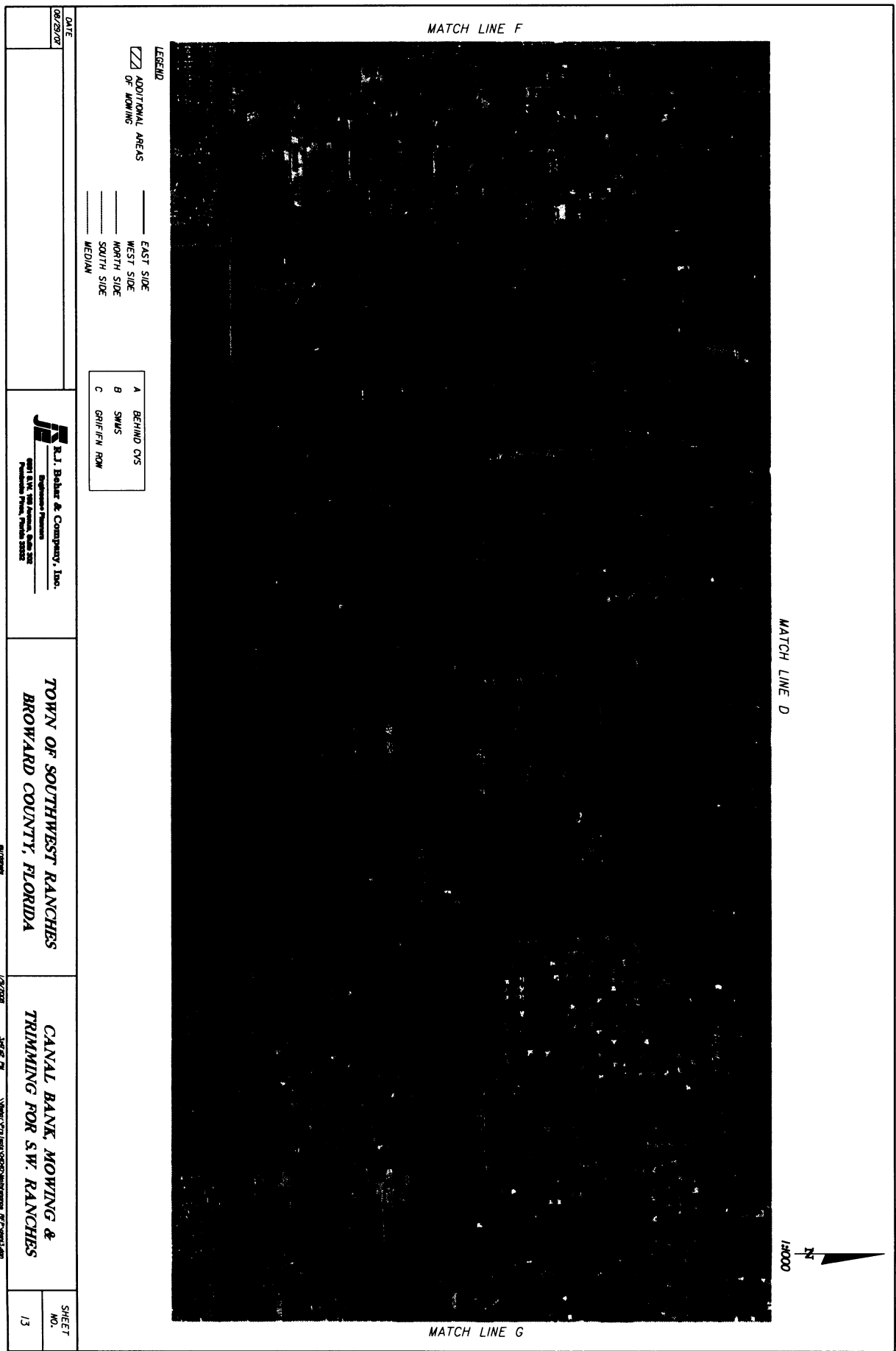
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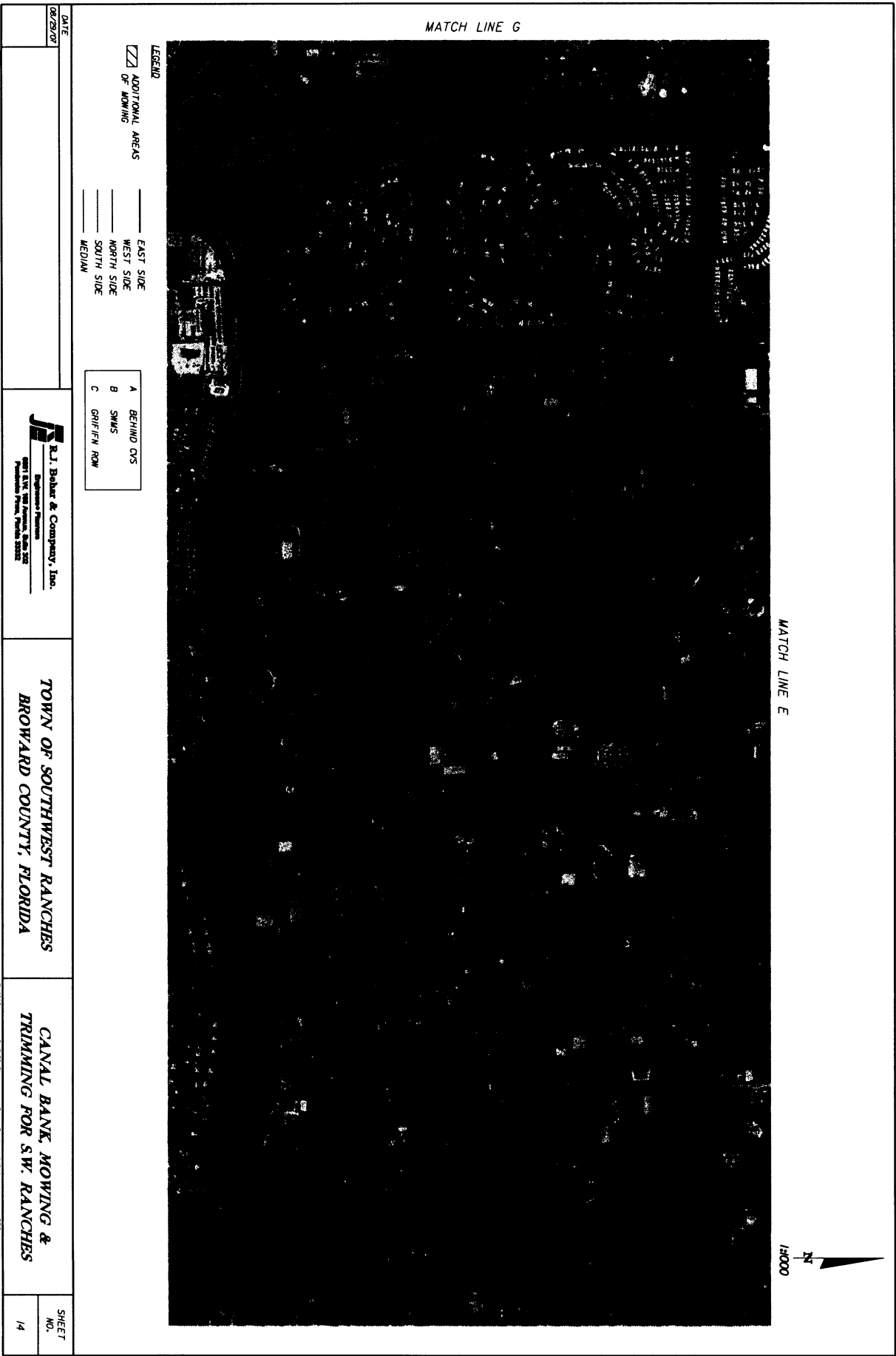
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1/3/2008

1/3/2008





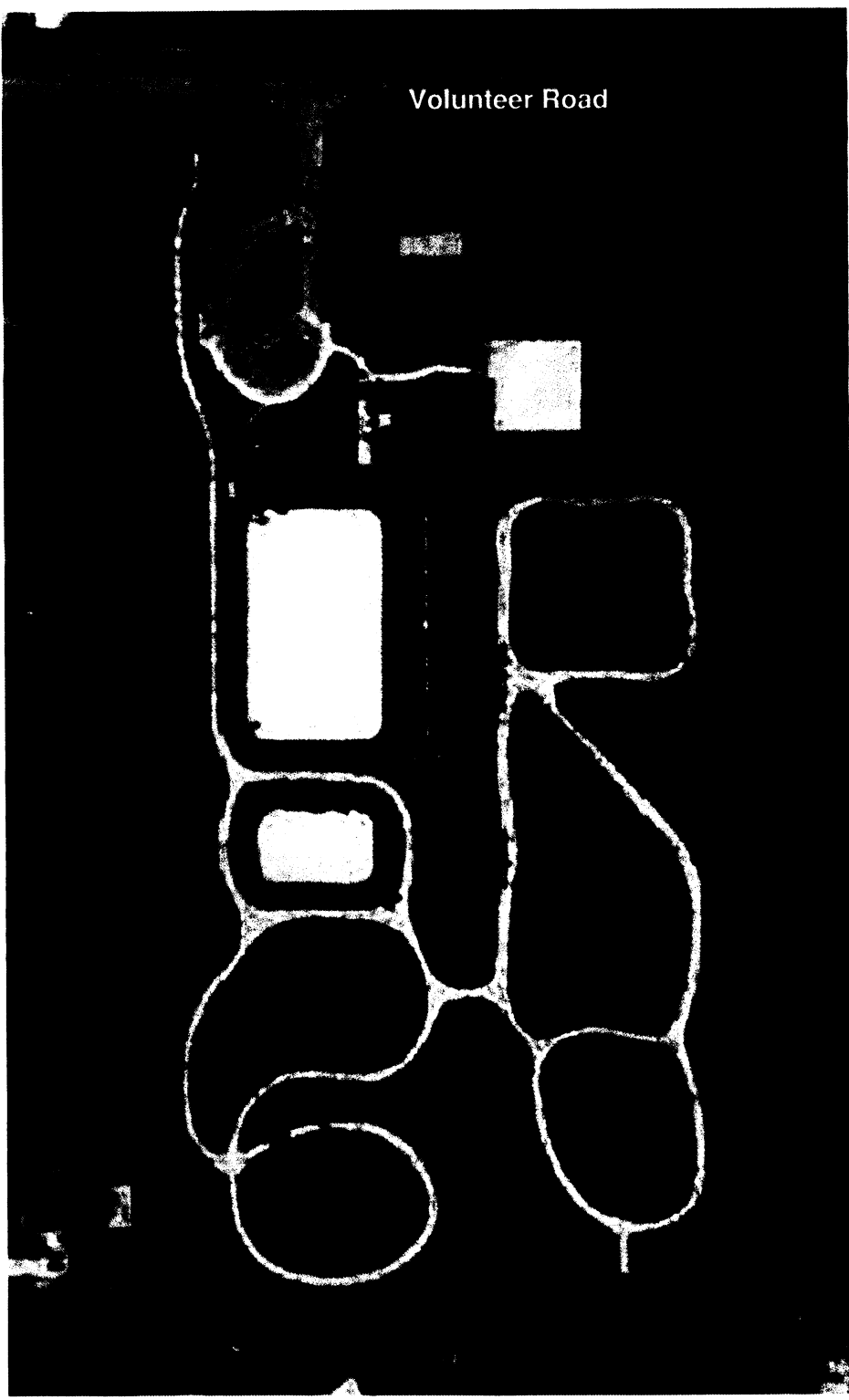
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SUNSHINE RANCHES EQUESTRIAN PARK
 TOWNWIDE LANDSCAPE
 MAINTENANCE PROJECT
 5840 SW 148 Avenue
 South West Ranches, FL 33330

TOWN OF SOUTHWEST RANCHES
 APPROVED BY: _____
 DATE: _____

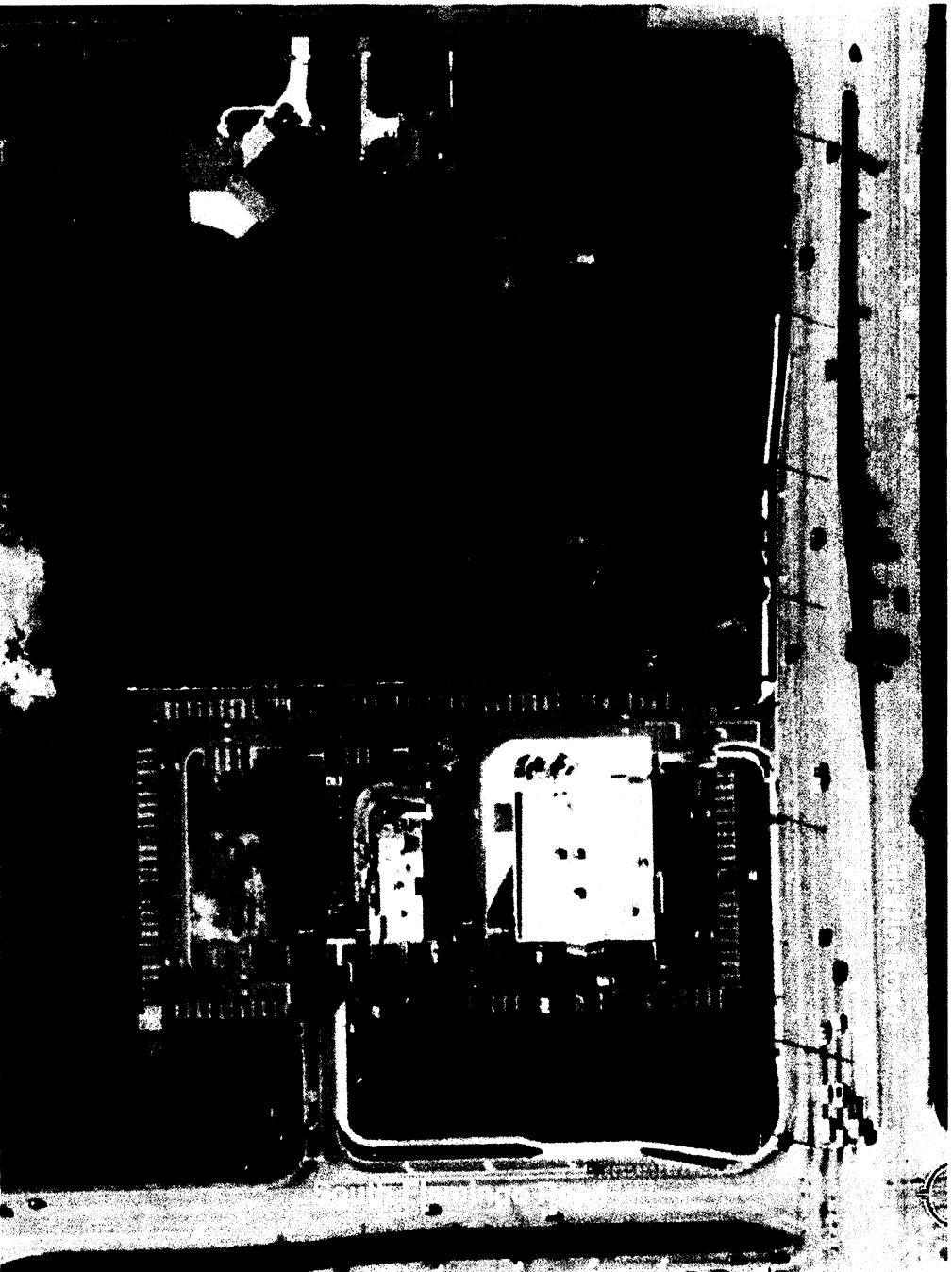
A. J. Johnson & Company, Inc.
 801 S.W. 14TH AVENUE, SUITE 202
 (904) 685-7771 Fax: (904) 685-7781

04/04/00
 04/04/00
 04/04/00



☐ Depicts Park





☐ Depicts Park

TRAILSIDE PARK

12498 Griffin Road
South West Ranches, FL 33330

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

TOWN OF SOUTHWEST RANCHES
APPROVED BY: _____
DATE: _____

R. L. Lister & Company, Inc.
8801 S.W. 18TH AVENUE, SUITE 202
MIAMI, FL 33156
(305) 227-1100

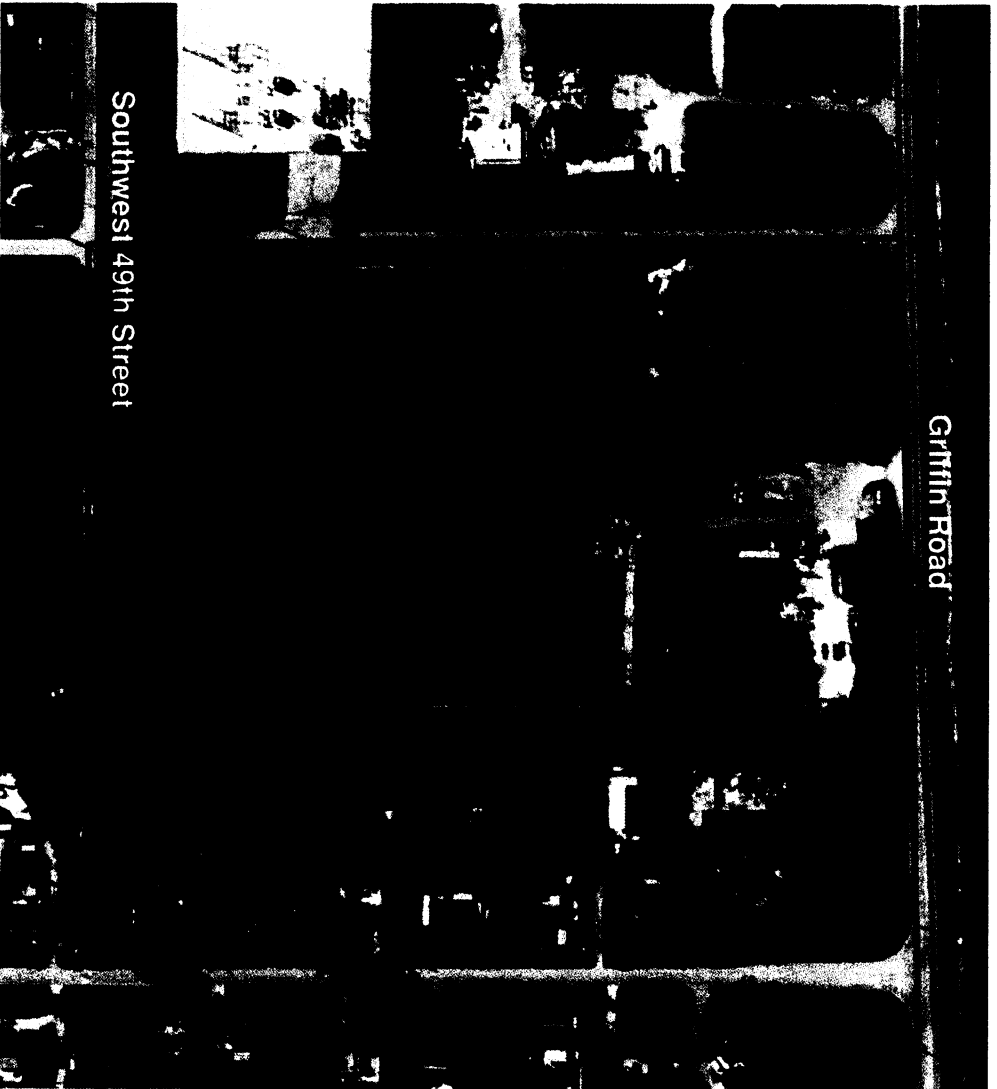
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BY: [Signature]
SCALE: 1" = 100'

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COUNTRY STATES OPEN SPACE - FISHING HOLE
 TOWNWIDE LANDSCAPE
 MAINTENANCE PROJECT
 18900 Griffin Road
 South West Ranches, FL 33332

TOWN OF SOUTHWEST RANCHES
 APPROVED BY: _____
 DATE: _____

FLA. S. & C. Company, Inc.
 18900 Griffin Road, Suite 202
 South West Ranches, Florida 33332
 (954) 980-7777 Fax: (954) 980-7778

04040
 9-06-07

