

RESOLUTION NO. 2010 - 061

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A SECOND AGREEMENT WITH CHAPLES TRACTOR AND AGRICULTURAL SERVICES, INC., FOR FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO PROVIDE ADDITIONAL EXOTICS CLEARING AND DEBRIS REMOVAL SERVICES FOR THE SOUTHWEST MEADOWS SANCTUARY; LIMITING THE PAYMENT FOR SERVICES TO ONLY THE PORTION OF THE PROPERTY ENCUMBERED BY THE COUNTY'S GRANT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2009, pursuant to Resolution No. 2009-082, the Town Council approved an agreement with Broward County for funding from the Partners in Preservation program for ecological restoration and sustainable development; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to contract with a professional firm to perform services required by the grant; and

WHEREAS, the Scope of Services includes the clearing of exotic vegetation, pruning of existing protected native species, and mulching, with procurement of shrub material and planting by volunteers as an in-kind service; and

WHEREAS, on April 28, 2010, the Town requested quotations from qualified vendors; and

WHEREAS, on April 30, 2010, the Town received one (1) quotation in response to the request; and

WHEREAS, Chaples Tractor and Agricultural Services, Inc., provided the lowest-priced responsive and responsible bid; and

WHEREAS, on April 15, 2010, pursuant to Resolution No. 2010-56, the Town approved an initial Agreement with Chaples Tractor and Agricultural Services, Inc., to remove invasive exotics within the Town's Southwest Meadows Sanctuary; and

WHEREAS, the Town desires to piggy back off of its original procurement and award and to enter into an additional Agreement for the provision of exotics clearing and debris removal services for the Southwest Meadows Sanctuary with Chaples Tractor and Agricultural Services, Inc., 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-referenced 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 Chaples Tractor and Agricultural Services, Inc., providing exotics clearing and debris removal services for Southwest Meadows Sanctuary in the amount of Fifteen Thousand Dollars (\$15,000.00) for ecological restoration and sustainable development of the Town's Southwest Meadows Sanctuary Park, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the 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. The payment for services delineated herein shall be limited to only the portion of the property encumbered by the Broward County Grant.

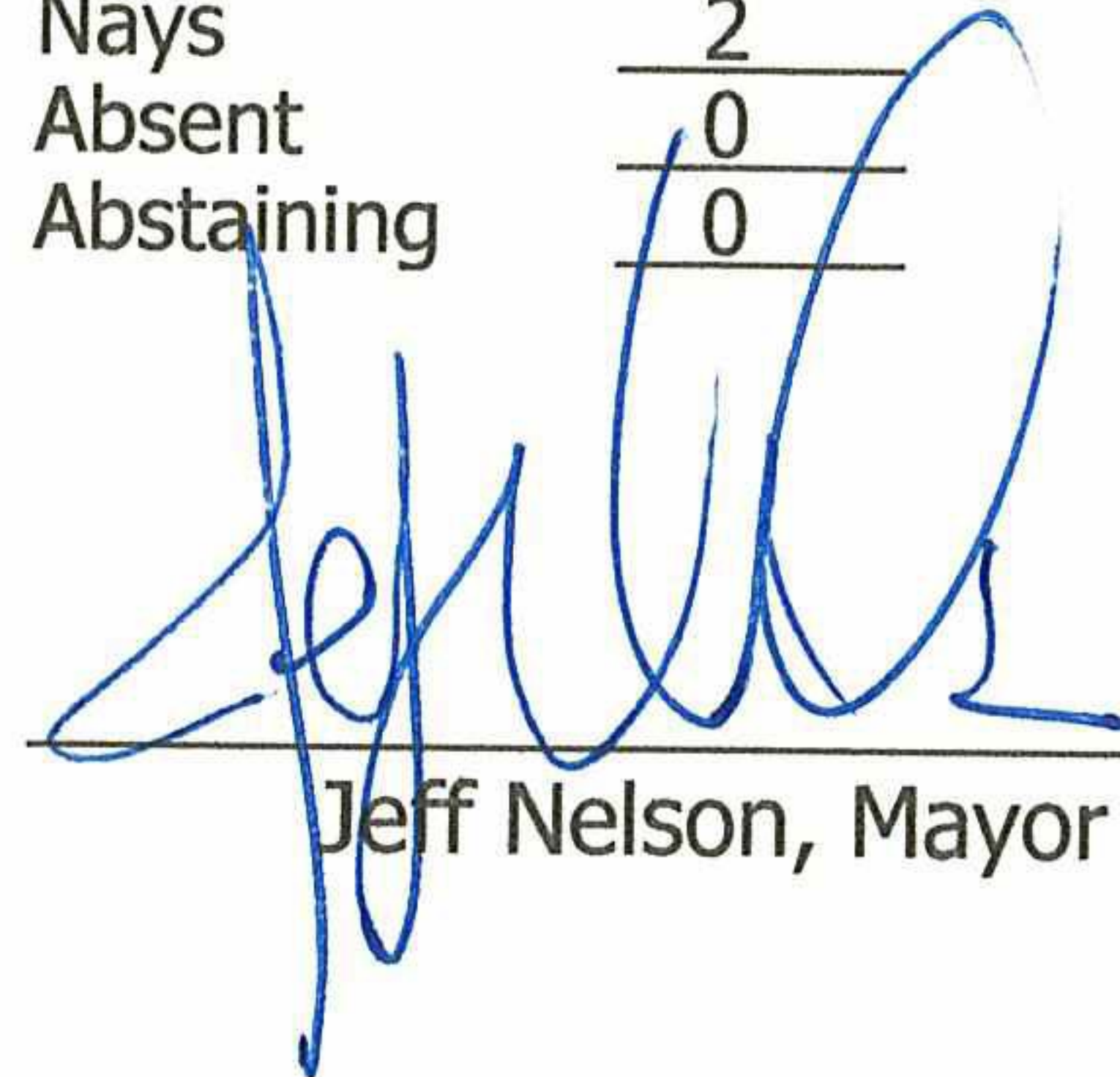
Section 5. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 6th day of May, 2010 on a motion by Council Member McKay and seconded by Vice Mayor Knight.

Nelson	<u>NO</u>
Knight	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Fisikelli	<u>NO</u>
McKay	<u>AYE</u>

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



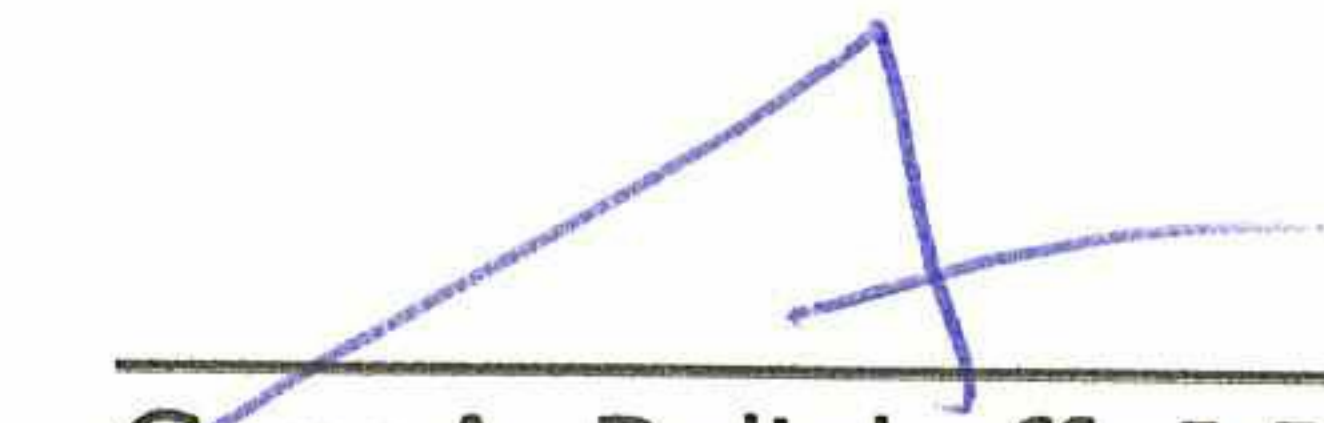
Jeff Nelson, Mayor

Attest:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 2963611_1

A G R E E M E N T

Between

TOWN OF SOUTHWEST RANCHES

and

CHAPLES TRACTOR AND AGRICULTURAL SERVICES, INC.

for

EXOTICS CLEARING AND DEBRIS REMOVAL SERVICES

at

SOUTHWEST MEADOWS SANCTUARY

[\$15,000.00]

**EXOTICS CLEARING AND DEBRIS REMOVAL SERVICES CONTRACT
(26 Acre Site Located on Griffin Road at SW 163 Avenue)**

THIS IS A CONTRACT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, (hereinafter referred to as "TOWN") and Chaples Tractor and Agricultural Services, Inc., (hereinafter referred to as "CONTRACTOR"). The "Project" is the Exotics Clearing and Debris Removal services to be provided at the site known as Southwest Meadows Sanctuary, located on Griffin Road between the intersections of SW 160 Avenue (Dykes Road) and SW 163 Avenue.

All references to "day" or "days" in this Contract shall be interpreted to mean "consecutive calendar days" unless otherwise stated.

WHEREAS, the Town of Southwest did request quotations from qualified vendors on April 27, 2010 for additional site clearing services; and

WHEREAS, one proposal was received on April 30, 2010, at 9:00 AM for the services requested by the Town; and

WHEREAS, the Town has adopted Resolution No. 2010-061 at a public Town Council meeting approving the award and has selected Chaples Tractor and Agricultural Services, Inc. as CONTRACTOR for the Project.

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

Section 1: Scope of Services

1.1 Upon execution of this Agreement and the Town's issuance of a Notice To Proceed to CONTRACTOR, the CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, service and incidentals in accordance with and necessary to perform all of the Work described in the attached Quotation and the Contract Documents, including the Town's Revised Request for Quotations dated April 28, 2010 (hereinafter "RFQ"), the "Scope of Services/Specifications for Exotics Clearing and Debris Removal Services" including "Attachment A - Removal Plan" contained within the RFQ, together with CONTRACTOR's Quotation, attached hereto as "Attachment B - Quotation" and attached to this Agreement (hereinafter collectively referred to as the "Work"). The Work shall only be altered or modified from the Contract Documents as incorporated herein upon receipt of a written Change Order properly executed by the Town and CONTRACTOR. CONTRACTOR agrees to perform the Work in the most expeditious and economical manner, consistent with the interest of the Town, and warrants that upon completion, the Work shall comply with and any all applicable national, state, county, municipal codes, ordinances, and regulations including but not limited to the Florida Building Code, with Broward County Amendments ("Florida Building Code") and standards governing performance of similar work performed in Broward County, Florida and in accordance with the Contract Documents.

Section 2: Compensation

2.1 TOWN shall pay to CONTRACTOR for the performance of the Contract, the total sum of Fifteen Thousand (\$15,000) Dollars, inclusive of all reimbursable costs. The TOWN shall not be liable for any cost increases associated with labor or material that may arise during the performance of Work. In the event the cost of the Work exceeds the Contract Sum, CONTRACTOR shall pay such excess from its own funds and the TOWN shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Sum by written Change Order issued in accordance with the terms and conditions of this Contract.

Section 3: Method of Payment

3.1 Upon full and final execution of Contract and upon issuance by the TOWN of a Notice to Proceed, the TOWN shall provide an initial payment of Three Thousand (\$3,000) Dollars to CONTRACTOR.

3.2 When CONTRACTOR has achieved Completion of fifty percent (50%) of the work, CONTRACTOR shall notify TOWN, in writing. TOWN shall then promptly inspect the Work. When TOWN or its designee, on the basis of such an inspection, determines that the Work has achieved fifty percent (50%) Completion, the CONTRACTOR shall be paid a progress payment in the amount of Four Thousand Five Hundred (\$4,500) Dollars for completion of that portion of the work within seven (7) days of the TOWN's approval.

3.3 TOWN and CONTRACTOR agree that the TOWN shall make payment of the remaining Contract sum, Seven Thousand Five Hundred (\$7,500) Dollars, to CONTRACTOR only upon satisfactory completion of all Work under this Contract and as determined by the TOWN.

Section 4: Term

4.1 Time is of the essence throughout the Contract. CONTRACTOR shall achieve One Hundred Percent (100%) completion of the Work by May 31, 2010. CONTRACTOR may request an extension of time based upon unforeseen and documented weather conditions up to and additional fourteen (14) days. Any such requested time extension by the CONTRACTOR to the TOWN is subject to approval by the TOWN ADMINISTRATOR, who within his sole discretion, may grant or deny such a request for time extension. Completion of the Work shall be achieved by May 31, 2010.

4.2 CONTRACTOR, upon issuance by the TOWN of a Contract shall start the Work of the Project within five (5) days of the date of the Notice to Proceed. If CONTRACTOR fails to start the Work within the said five (5) day time frame, then the TOWN shall have the option to contract with another entity, pursuant to the TOWN'S procurement policy or to use TOWN staff to complete the performance of the Work.

Section 5: Notice to Proceed

5.1 CONTRACTOR shall be instructed to commence the Work by written instructions by TOWN Administrator through a Notice to Proceed. The Notice to Proceed will not be issued until CONTRACTOR'S submission to TOWN Administrator of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by CONTRACTOR, if any, is a condition precedent to the issuance of a Notice to Proceed. CONTRACTOR warrants to the TOWN that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve Substantial and Final Completion.

5.2 CONTRACTOR shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to timely prosecute the Work in accordance with the schedules submitted by CONTRACTOR to the TOWN. If CONTRACTOR falls behind the progress schedule, CONTRACTOR shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of Work within the project limits as may be required, at no additional cost to the TOWN.

Section 6: Liquidated Damages

6.1 In the event CONTRACTOR does not achieve Completion of the Work by May 31, 2010, as set forth in Section 4 above, the parties hereto acknowledge that any delay beyond the scheduled completion date may cause grave injury and damage to TOWN by virtue of loss of use, additional consultant and administrative expenses, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to TOWN would be uncertain and difficult if not impossible

to determine. Consequently, if the Work has not been completed on or before May 31, 2010, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the CONTRACTOR shall pay to the TOWN an amount equal to Two Hundred Dollars and 0/100 cents (\$200.00) for each calendar day or portion thereof, after the date of May 31, 2010. All such liquidated damage amounts, if any, shall be paid by CONTRACTOR to TOWN upon final invoice. In the event the CONTRACTOR fails to make payment to TOWN as required under this Section, the TOWN shall have the right to deduct any and all such amounts from the Payment due CONTRACTOR upon CONTRACTOR achieving Completion, as described in Section 7 below.

Section 7: Completion

7.1 When CONTRACTOR has achieved Completion, CONTRACTOR shall notify TOWN, in writing. TOWN shall then promptly inspect the Work. When TOWN or its designee, on the basis of such an inspection, determines that the Work has achieved Completion, the TOWN or its designee shall then prepare a Certificate of Completion, which shall establish the date of Completion. The Certificate of Completion shall be submitted to TOWN through the Town Administrator or its designee and to CONTRACTOR. Should CONTRACTOR not pass the completion inspection, the CONTRACTOR shall pay the Town \$100 per hour for each additional inspection with a 1 hour minimum charge per inspection. Said payments shall be paid by the CONTRACTOR to the Town or at the Town's discretion, may be deducted from the Payment due CONTRACTOR upon CONTRACTOR achieving Completion.

7.2 Before issuance of the Certificate of Completion, CONTRACTOR shall deliver to TOWN Administrator a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and an Affidavit certifying that all suppliers and CONTRACTORS, if any, have been paid in full and that all other indebtedness connected with the Work has been paid.

7.3 Upon completion of all Work under this Contract and before Payment will be issued, CONTRACTOR shall comply with all terms and conditions of the Contract Documents and perform the following:

- (a) Complete all Punch List Items of Work;
- (b) Complete final clean-up including adjustment areas leading to and from the areas where the Work has been performed are clean and have been accepted by the TOWN;
- (c) Delivery to the TOWN a Final Releases and Waivers of Lien from CONTRACTOR, and all CONTRACTORS, subcontractors, laborers and materialmen;
- (d) Execution of a Certificate of Completion by the TOWN or its designee.

7.4 Payment shall not be paid by TOWN to CONTRACTOR until all conditions outlined above in 7.3 (a)-(d) inclusive have been satisfied. Neither the Payment nor any provision of the Contract Documents, nor partial or entire use of occupancy of the premises by the TOWN, shall constitute

an acceptance of the Work not performed in accordance with the Contract Documents, or relieve the CONTRACTOR of liability in respect to any express warranties or responsibilities for any faulty materials or Workmanship, which shall be replaced at NO EXTRA COST to the TOWN.

Section 8: Assignment and Performance

8.1 All of the Work to be performed pursuant to this Contract shall be performed by the CONTRACTOR and no Work shall be subcontracted to other parties or firms without the written consent and approval of the TOWN Administrator.

Section 9: Indemnification of TOWN

9.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent permitted by law, CONTRACTOR shall defend, hold harmless and indemnify the TOWN, its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss 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 in whole or in part by any negligent act or omission of the CONTRACTOR, or the CONTRACTOR'S subcontractors or sub-subcontractors or, any 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 which would otherwise exist as to any party or 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 CONTRACTOR, any subcontractor, 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 CONTRACTOR or any subcontractor under Workers' or Workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from CONTRACTOR shall be applicable to all losses, damages, expenses or claims, liabilities for damage or injury to any person or property, including but not limited to reasonable attorney's fees resulting from the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, and persons employed or utilized by CONTRACTOR relating to the performance of Work as described in this Contract. The CONTRACTOR shall promptly remedy all damage or loss to any property caused in whole or in part by the CONTRACTOR, any subcontractor, any sub-subcontractor, 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 CONTRACTOR are in

addition to all other obligations under this Contract. This provision shall survive the termination or expiration of this Contract.

9.2 In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONTRACTOR shall, upon written notice from TOWN, defend such action or proceeding by counsel that has been approved the TOWN, and pay all attorneys' fees and costs of counsel that has been approved by the TOWN.

9.3 The indemnification provided above shall obligate CONTRACTOR to defend at CONTRACTOR'S own expense to and through all trial, appellate, supplemental or bankruptcy proceedings, or to provide for such defense, at TOWN's option, for any and all claims of liability and all suits and actions of every name and description covered by Section 9.1 above that may be brought against TOWN whether performed by CONTRACTOR or persons employed or utilized by CONTRACTOR.

Section 10: Insurance

10.1 Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by TOWN (or for such duration as is otherwise specified hereinafter) all insurance specified herein. The TOWN and Broward County Board of County Commissioners shall be named as an Additional Insured of all the insurance policies to be acquired by the CONTRACTOR for the Work and both the Town of Southwest Ranches and the Broward County Board of County Commissioners shall also be identified as the Certificate Holders on all Certificates of Insurance. The insurance required by this Contract shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by the CONTRACTOR for the project are as follows:

10.2 Workers' Compensation Insurance to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and

10.3 Comprehensive General Liability Insurance: CONTRACTOR to provide comprehensive general liability with minimum limit of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
- (b) Independent CONTRACTORs;
- (c) Broad Form Property;
- (d) Contractual;
- (e) Personal injury; and
- (f) Products/Completed

10.4 Automobile Liability Insurance: CONTRACTOR to provide automobile liability insurance to cover any auto with a limit of at least Five Hundred Thousand Dollars (\$500,000) per occurrence.

10.5 CONTRACTOR shall provide to TOWN a Certificate of Insurance or a copy of required insurance policies as required by Section 10 of this Contract. 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.

10.6 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.

10.7 Notice of Cancellation and/or Restriction: The Policy(ies) must be endorsed to provide TOWN with at least thirty (30) days notice of cancellation and/or restriction.

10.8 CONTRACTOR shall furnish to the TOWN Administrator Certificates of Insurance or endorsements evidencing the insurance coverages specified above prior to the execution of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. At the option of the TOWN, CONTRACTOR shall provide the TOWN with proof of insurance (binders) at or prior to the execution of this Contract. Approval of the insurance for the coverage amounts set forth herein shall not relieve or decrease the liability of the CONTRACTOR in any way. Certificates of Insurance shall contain transcripts of the policies authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location of the office where communications and notices to and from the insurer shall be issued. CONTRACTOR shall provide a per project endorsement acceptable to the TOWN.

10.9 Cessation of Insurance: All insurance coverage required under this section shall remain in full force and effect until issuance of the Certificate of Completion by TOWN.

10.10 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance documentation.

Section 11: Miscellaneous

11.1 Where necessary to effectuate the intent of the parties, the agreements herein shall survive closing. This CONTRACT is personal to the TOWN and cannot be assigned by the CONTRACTOR without written approval of the TOWN. This Contract replaces any and all prior agreements or understandings between the parties hereto (whether written or oral) and cannot be modified except as a written document signed by the TOWN and the CONTRACTOR. If any conflicts exist between the obligations of this Contract and exhibits attached hereto, the provisions of this Contract shall control and apply. If any conflicts exist between the obligations of this Contract and the obligations contained within the TOWN'S Invitation for Quotations

dated March 26, 2010 or any Addenda to the RFQ, or any other contract documents, the provisions of this Contract shall control and apply. The CONTRACTOR has the sole responsibility of proper construction of the Project and is solely responsible for the safety or adequacy of any equipment, building components, scaffolding, sheathing, bracing, form or other Work as well as supervision. Design review or inspection conducted by the TOWN shall be for the benefit of the TOWN only and shall not relieve the CONTRACTOR of its responsibilities and/or undertaking with respect to this Contract.

11.2 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract, if any, shall be secured and paid for by CONTRACTOR as part of the Contract Sum. It is CONTRACTOR'S responsibility to have and maintain appropriate certificate(s) of Competency, valid for the Work to be performed.

Section 12: Relationship

12.1 The CONTRACTOR shall perform all of the Work as enumerated in this CONTRACT solely as an independent CONTRACTOR, and not as an employee of the TOWN.

12.2 Neither CONTRACTOR nor TOWN intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this CONTRACT and no third party shall be entitled to assert a claim against either of them based upon this CONTRACT.

Section 13: Resolution of Disputes

13.1 To prevent litigation, it is agreed by the parties hereto that the TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract 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 Contract and Contract Documents including all disputes as to claims for additional time and/or money. The TOWN Administrator's decision shall be reduced to writing and a copy furnished to the CONTRACTOR 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.

Section 14: TOWN'S Right to Terminate Contract

14.1 If CONTRACTOR fails to begin the Work within five (5) days after the issuance of a Notice to Proceed, or fails to perform the Work with sufficient Workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to

perform any material term set forth in the Contract or Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, TOWN may give notice in writing to CONTRACTOR of such delay, neglect or default, specifying the same. If CONTRACTOR, within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then TOWN may upon written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any payment until the Project is completed. In addition, TOWN may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in TOWN's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in TOWN's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by TOWN together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by TOWN shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to TOWN the amount of said excess.

14.2 If after notice of termination of CONTRACTOR'S right to proceed by the TOWN it is determined for any reason that CONTRACTOR was not in default of its responsibilities under the Contract or Contract Documents, or that the TOWN'S decision to terminate CONTRACTOR under Section 14.3 was in, any way, not permitted or justified, the rights and obligations of TOWN and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 14.3 below.

14.3 This Contract may be terminated for convenience in writing by TOWN upon five (5) days written notice to CONTRACTOR of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all Work executed and expenses incurred prior to termination in addition to actual termination costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. However, CONTRACTOR shall exercise all efforts to mitigate such expenses. Payment shall include reasonable profit for Work/services performed as of the effective date of termination.

14.4 Upon receipt of Notice of Termination, CONTRACTOR shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to TOWN all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

Section 15: CONTRACTOR'S Responsibility for Damages and Accidents

15.1 CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by TOWN, and shall promptly repair any damage done from any cause whatsoever.

15.2 CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by TOWN, CONTRACTOR shall replace same without cost to TOWN.

Section 16: Defective Work

16.1 TOWN shall have the authority to reject or disapprove of Work, which TOWN finds to be defective. If required by TOWN, CONTRACTOR shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

16.2 Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by TOWN, TOWN shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR'S expense. Any expense incurred by TOWN in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, TOWN may declare CONTRACTOR in default.

16.3 If, within one (1) year after the date of Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from TOWN, shall promptly correct such defective or nonconforming Work within the time specified by TOWN without cost to TOWN. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents or with respect to rectifying latent defects.

Section 17: Separate Contracts

17.1 TOWN reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate this Work with theirs.

17.2 CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other CONTRACTOR on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected CONTRACTOR for the cost of such interference or impact.

17.3 To ensure the proper execution of subsequent Work, CONTRACTOR shall inspect the Work already in place and shall at once report to TOWN any discrepancy between the executed Work and the requirements of the Contract Documents.

Section 18: Use of Completed Portions

18.1 TOWN shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation, or reasonable extension of time or both, as recommended and approved by TOWN in writing.

18.2 CONTRACTOR shall provide, at CONTRACTOR'S own expense and without liability to TOWN, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

Section 19: Continuing the Work

19.1 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with TOWN, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Sum or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

Section 20: Changes in the Work or Terms of Contract Documents

20.1 Without invalidating the Contract, TOWN reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

~~20.1~~ Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders or Construction Change Authorizations executed only by TOWN Administrator as hereinafter provided.

Section 21: Field Orders and Supplemental Instructions

21.1 The TOWN Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Sum or the Contract Time.

21.2 TOWN shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Sum or the Contract Time.

Section 22: Change Orders

22.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Sum subject to the monetary limitations contained within Section 22.2 below, or the Contract Time, shall be authorized only by Change Orders approved and issued by the TOWN Administrator.

22.2 All changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of Ten Thousand Dollars (\$10,000) or more shall be approved in advance by the TOWN Council of the Town of Southwest Ranches. All Change Orders with a value of less than Ten Thousand Dollars (\$10,000) shall be approved in advance by the TOWN Administrator.

22.3 CONTRACTOR shall not start Work on any alteration requiring an increase in the Contract Sum or the Contract Time until a Change Order setting forth the adjustments is approved by the TOWN Administrator. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.

22.4 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Sum or Contract Time, and a Change Order has not been issued, TOWN reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to Town Administrator. During the pendency of the dispute, and upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the TOWN Administrator in writing within three (3) days of CONTRACTOR'S agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Sum or Contract Time.

22.5 Change Orders may be issued unilaterally by the TOWN Administrator.

22.6 Any effort to reserve claims for additional time and money in a Change Order is expressly prohibited and shall be deemed void and invalid. The Change Order shall include all changes, if

any, to the Contract Sum and Contract Time. No order, statement or conduct of the TOWN or its representatives shall be treated as a Change Order or a construction change directive nor entitle CONTRACTOR to an equitable adjustment of the Contract Sum or extension of the Contract Time, unless pre-approved in writing by the parties. No Change Order shall be binding on the TOWN unless properly executed by the appropriate representative of the TOWN. If CONTRACTOR requests a Change Order, any items included in, or reserved by the request will not be a basis for and not be recouped by subsequent Change Order. Change Orders are intended to be all inclusive and exhaustive as to primary or foreseeable collateral conditions, situations and affect. Unless documented by a proper Change Order, any claims for additional Work performed by CONTRACTOR shall be deemed waived. CONTRACTOR shall have no claim for the cost of additional Work or for an extension of time (including, without limitation, claims for impact damages or costs due to delay) unless such Work and the cost expenses thereof or time is stated on the face of a written Change Order and approved and accepted by the TOWN.

Section 23: Value of Change Order Work

23.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined by mutual acceptance of the lump sum which CONTRACTOR and TOWN acknowledge contains a component for overhead and profit.

23.2 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an Initial Cost Estimate acceptable to the TOWN Administrator.

23.3 The Initial Cost Estimate referenced above shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

23.4 Whenever a change involves CONTRACTOR and one or more subcontractors and the change is an increase in the Contract Sum, overhead and profit percentage for CONTRACTOR and each subcontractor shall be itemized separately.

Section 24: Notification of Change of Contract Time or Contract Sum

24.1 Any claim by CONTRACTOR for a change in the Contract Time or Contract Sum shall be made by written notice delivered by CONTRACTOR to the TOWN Administrator within two (2) days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within two (2) days after the date of such written notice. Thereafter, within two (2) days of the termination of the event giving rise to the claim, along with notice of the extent of the claim, all supporting data shall be delivered to TOWN unless TOWN allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Sum shall be determined by TOWN Administrator in accordance with Section 13 hereof, if TOWN and CONTRACTOR cannot

otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT SUM WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

24.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made in accordance with this section. Such delays shall include, but not be limited to, acts or neglect by any separate CONTRACTOR employed by TOWN, fires, floods, labor disputes, epidemics, abnormal inclement weather conditions or acts of God.

Section 25: No Damages for Delay

25.1 No claim for damages or any claim, other than for an extension of time, shall be made or asserted against TOWN by reason of any delays. CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, including but not limited to, the negligent acts and/or omissions of the TOWN, its agents, employees and representatives, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances, or delays due solely to fraud, bad faith or active interference on the part of TOWN or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if occasioned by any act of God, or by act or omission on the part of the TOWN, such act, hindrance, or delay may only entitle the CONTRACTOR to receive an extension of time as to the date for Substantial Completion as referenced in this Contract, as its sole and exclusive remedy. The TOWN shall act reasonably in granting the CONTRACTOR extensions of time for delays resulting from acts or omissions by the TOWN that cause the CONTRACTOR to be delayed in completing the Project providing that such delay has not been caused, in any way, by CONTRACTOR. The parties agree that time extensions shall be granted only where the delay affects the critical path of the Work for the Project. An extension of time to complete the Work shall be determined by the TOWN provided that the CONTRACTOR provides the TOWN with notice in writing of the cause of said act, hindrance, or delay within two (2) days after commencement of the delay. All extensions of time shall be authorized only by a written change order executed by the TOWN and CONTRACTOR. Time extensions shall not be approved unless formally submitted in writing for approval with appropriate supporting documentation, including but not limited to, CONTRACTOR'S Daily Log applicable for the period of time relevant to the delay. The CONTRACTOR shall also furnish with its time extension request any and all documentation including but not limited to data substantiating that weather conditions were abnormal for the period of time which could not be anticipated and had an adverse effect on the scheduled construction. CONTRACTOR'S failure to provide such written notice to TOWN shall deprive the CONTRACTOR of his right to claim an extension of time or additional costs incurred by

CONTRACTOR resulting from such delay. The providing of notice shall not of itself establish the validity of the cause of delay or of the extension of time for completion. The CONTRACTOR acknowledges that in specifying the date of Substantial Completion in the Contract that it has taken into account rain days based on national weather data in preparing the schedule. Inclement weather, which exceeds the average rainfall for the geographic location of the Project, may serve as a basis for the CONTRACTOR'S request for an extension of time to Substantial Completion. This "no damage for delay" clause will encompass any damages for delay or disruption even if the CONTRACTOR completes the Work in a timely fashion in accordance with this Contract. Damages as referenced in this "no damage for delay clause" shall include any type of damages that are or could be awarded by any court or arbitration panel, such as, by way of general example but not limitation, tort, contract, strict liability, liquidated and/or punitive damages, and/or damages for additional general conditions. By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, direct delay costs, overhead and repair costs, cost of capital, replacement, loss of wages, pain and suffering, loss of production costs to replace the facilities, loss of productivity, equipment and/or product loss, financing charges, increased or extended home office overhead, supervisory costs, loss of interest on retainage, loss of interest on anticipated income, increased general conditions, loss of bonding capacity, loss of use, decrease in value, interest on debt financing, idled equipment, mobilization expenses, demobilization expenses, direct, indirect costs, administrative costs and/or any other item of damage or loss. The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

Section 26: Safety and Protection

26.1 CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

26.2 All employees on the Work site and other persons who may be affected thereby;

26.3 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

26.4 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

26.5 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property, caused directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

Section 27: Cleaning - TOWN's Right to Clean

27.1 CONTRACTOR shall at all times keep the Project free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project CONTRACTOR shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, TOWN may do so and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate CONTRACTORS as to their responsibility for cleaning up, TOWN may clean up and charge the cost thereof to the CONTRACTOR or other CONTRACTOR or Subcontractor responsible therefor.

Section 28: Equal Employment Opportunity

28.1 CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

28.2 CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28.3 CONTRACTOR further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Section 29: Project Records and the TOWN's Right To Audit

29.1 TOWN shall be afforded access to all CONTRACTOR'S records related to the Project including but not limited to, books, correspondence, instructions, drawings, receipts, vouchers, computer generated data, schedules, notes, subcontractor agreements, memorandum and similar data, as well as accounting records which relate in any way to the Project. CONTRACTOR shall retain and make available to the TOWN all such documents, including, books, records, accounts, financial or otherwise as stated above which relates to the Project for a period of five (5) years following Final Payment. During the Project and for the five-(5) year period following Final Payment, CONTRACTOR shall provide the TOWN access to its records within seventy-two (72) hours from the date of the TOWN'S request directed to the CONTRACTOR. The TOWN's right to audit and review project records shall apply notwithstanding the existence of any claim for additional compensation filed by the

CONTRACTOR and submitted to the TOWN. CONTRACTOR agrees not to destroy or disregard any of its records relating to this Project for the time period relative to this provision. CONTRACTOR shall produce its records at a mutually convenient location having reasonable facilities for inspection and copying by the TOWN.

Section 30: Applicable Law and Venue; Waiver Of Jury Trial

30.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any and all controversies 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 of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR 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.

Section 31: Enforcement; Attorney's Fees

31.1 The TOWN and CONTRACTOR are the beneficiaries of this Contract and, as such, may enforce this Contract by action at law or in equity. In the event of any litigation between the TOWN and CONSULTANT resulting from and/or arising out of this CONTRACT, 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 attorney's fees and costs incurred at the trial level and on appeal.

Section 32: Representation Of Authority

32.1 Each person executing this Contract on behalf of either party individually represents and warrants that he or she has full legal power and authority to execute this Contract 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 Contract.

Section 33: Compliance With Laws

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

Section 34: Notice

34.1 Any notice required or given pursuant to or in relation to the Contract and Contract Documents shall be certified or registered mail, postage prepaid, return receipt requested, hand delivery, facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service, as follows:

For TOWN:

Charles H. Lynn, ACIP, Town Administrator
Town of Southwest Ranches
6589 S.W. 160 Avenue
Southwest Ranches, Florida 33331

and

Gary A. Poliakoff, Esq., Town Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

For CONTRACTOR:

MaryGay Chaples, Vice President
Chaples Tractor and Agricultural Services, Inc.
5901 SW 160 Avenue
Southwest Ranches, FL 33331

TOWN OF SOUTHWEST RANCHES, FLORIDA
EXOTICS CLEARING AND DEBRIS REMOVAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 6th day of May, 2010, and TOWN OF SOUTHWEST RANCHES signing by and through its Mayor, duly authorized to execute same.

TOWN

TOWN OF SOUTHWEST RANCHES




Jeff Nelson, Mayor



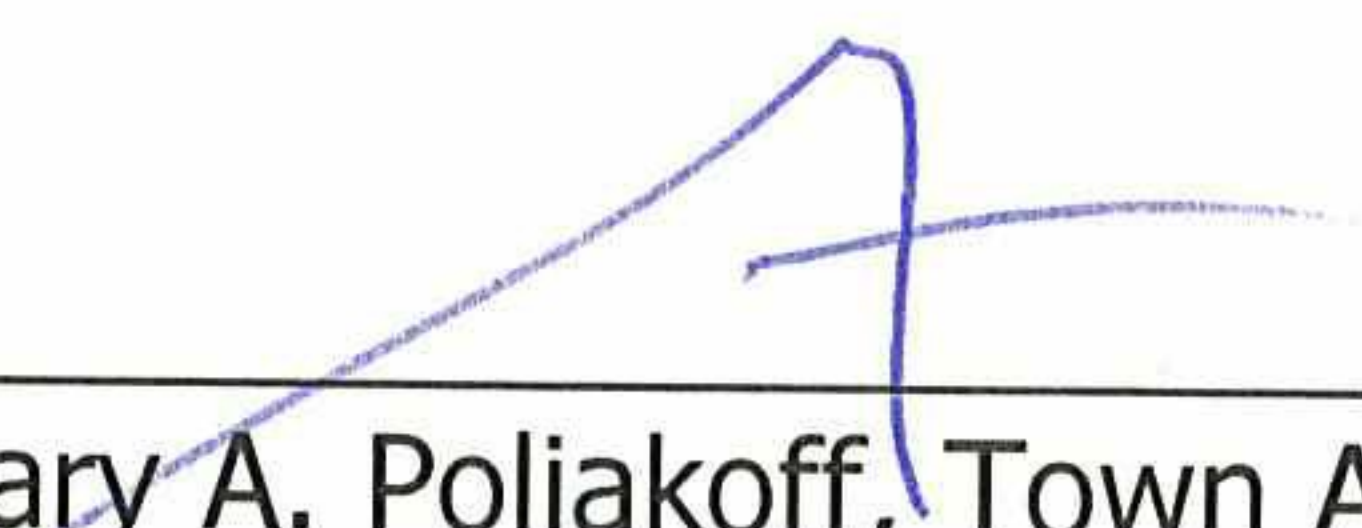
Charles H. Lynn, AICP, Town Administrator

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By 

Gary A. Poliakoff, Town Attorney

ACTIVE: 2964136_1

CONTRACTOR

Marygay Chaples

By MaryGay Chaples, Vice President
Chaples Tractor and Agricultural Services, Inc.

11 day of May 2010

SCOPE OF SERVICES / SPECIFICATIONS
EXOTICS CLEARING, NATIVE PRUNING AND MULCHING SERVICES
Southwest Meadows Sanctuary

1.01 INTRODUCTION

A. This Contract is for the complete removal of designated hazardous and exotic trees, litter and debris on a portion of the 26-acre site located on Griffin Road between SW 160 Avenue (Dykes Road) and SW 163 Avenue. Most of the existing vegetation is unstable, unsightly, restricts access and poses a threat to Town operations; therefore removal is required. All native trees and native shrubs shall remain.

B. The Boundaries of the work area are indicated on the attached location map. The portion of the site in which the work is to take place is approximately 14 acres in size. The location is on Griffin Road between SW 160 Avenue (Dykes Road) and SW 163 Avenue.

1.02 SCOPE OF WORK

A. Most of the work covered by this Scope of Services/Specifications consists of the complete removal of designated hazardous, exotic and selected undesirable trees, litter, and debris. The work includes the stump grinding of stumps located on this site; the surrounding ground is not to be disturbed. Tree stumps and roots projecting through or appearing in the surface of the ground shall be removed to six inches (6") below ground level. The legal disposal of all waste and debris associated with the tree removal process and any other rubbish, waste, debris existing and exposed during prosecution of the work within the boundaries of the work area. All debris that measures over one-half of an inch in diameter and is longer than 12 inches long must be removed from the project site.

B. A minor portion covered by this Scope of Services/Specifications consists of furnishing and installing recycled mulch at a depth of three inches (3") in the designated landscape beds as shown on Attachments "A" and "B" to this document. The Town shall provide the bed layout. The estimated amount of mulch is 30 cubic yards. In addition, the CONTRACTOR shall prune existing protected trees, by a licensed Broward County Arborist. The pruning shall be all corrective pruning along with the removal of dead wood.

C. The CONTRACTOR shall furnish all labor, materials, equipment, tools and incidentals necessary to perform this project.

D. The CONTRACTOR shall, by careful examination, be satisfied as to the nature and location of the work, the character, quality and quantity of the trees and brush to be encountered, equipment and facilities needed prior to and during the prosecution of work, general and local conditions and all other matters which can in any way affect the work under this Scope of Services/Specifications. Work shall be done in accordance with recognized and approved principals of modern arboricultural and horticultural methods. All work shall be done without damage to fencing, trees, and/or shrubs that are intended to remain in the work area.

1.03 WORK BREAKDOWN STRUCTURE

A. The CONTRACTOR shall remove all designated hazardous and exotic trees from the project site. The CONTRACTOR shall stump grind the remaining stumps flush cut with the natural angle the surrounding grade, ground is not to be disturbed. Tree stumps and roots projecting through or appearing in the surface of the ground shall be removed to ground level. All Australian Pines shall be stump ground to six inches (6") below the surrounding grade. The site shall be left in a mowable condition, mowing at six inches (6") above the ground. All exotic tree vegetation shall be cut along adjacent property lines, of six inches (6") beyond existing fences. Said tree shall be cut to within two inches (2") of grade and treated within 5 minutes of removal with Garlon herbicide mixture as recommended by the South Florida Water Management District Vegetation Management Division.

B. Throughout the course of this project the CONTRACTOR shall make every effort to preserve desirable vegetation (Bay trees, oak trees, mahogany trees as well as native shrubs and groundcovers) within the project area, unless otherwise directed by the Contract Manager.

C. All plant material (whole or chipped) shall be removed from the site weekly. The Contract Manager will identify staging areas at the mandatory on-site walk through. At the end of each workday the CONTRACTOR shall remove all debris (organic or inorganic) that may be blocking, restricting access or presenting a hazard along SW 163 Avenue. The CONTRACTOR shall provide its own lock to be fastened to the Town's lock to secure the entry gate at SW 163 Avenue.

D. The project area is located on the southwest corner of SW 163 Avenue and Griffin Road; therefore trees and debris must be prevented from falling into adjacent property.

E. The work shall be completed on or before May 31, 2010.

1.04 WORK BREAKDOWN PERFORMANCE/PROCEDURES

A. TREE REMOVAL

1. The work included in this Scope of Services/Specifications consists of furnishing all labor, material, equipment, and performing of all work in strict accordance with the Scope of Services/Specifications and applicable requirements of the following standards:

a. American National Standards Institute (ANSI) Z133.1a: "Safety Requirements for Tree Care Operations -Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush."

b. American National Standards Institute (ANSI) Z133.1: "Tree Care Operations -Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush."

c. American National Standards Institute (ANSI) A300: Tree Care Operations Tree, Shrub and Other Woody Plant Maintenance.

d. Florida Department of Agriculture & Consumer Services, Division of Forestry, "Tree Protection Manual for Builders and Developers."

2. The work may involve the following procedures.

a. Hazard Reduction Pruning and/or Maintenance Pruning

b. Tree Removal

c. Tree and plant protection

d. Debris/rubbish removal, site clean up, ground is not to be disturbed

e. Site repair of any alterations in grade or sod damaged, any other protected plant damage, ancillary watering.

B. STUMP REMOVAL

1. Tree stumps and roots projecting through or appearing in the surface of the ground shall be removed to ground level. The ground is not to be disturbed. Removal shall be accomplished by means of stump grinding equipment designed for this purpose or by hand. Blasting or pushing out with heavy equipment is NOT permitted. Intent is for this site to be maintained by mowing.

2. The CONTRACTOR shall exercise extreme care to prevent damage to desirable existing growth. If necessary, the CONTRACTOR shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

C. DEBRIS REMOVAL AND DISPOSAL

1. The CONTRACTOR shall remove and dispose of (in a legal manner) all mulch, cut branches, tree trunks and any other debris, at an approved disposal site prior, to leaving the work site each day. Limbs and any other debris shall be disposed of by the CONTRACTOR and shall not be deposited into any trash container or be left for disposal by a trash removal service not paid for by the CONTRACTOR. The cost for the time spent by the CONTRACTOR to haul such debris from the worksite or to pay for a trash removal service to do so, shall be included in the quoted price, and shall not be paid for separately. Wood chips may be disposed of on Town property only if directed by the Contract Manager. Wood chips shall be a by-product of this project and individual pieces shall not exceed half an inch (.5") in depth, six inches (6") in length and four inches (4") in width unless otherwise approved by the Town.

2. The presence of any hazardous materials shall immediately be brought to the attention of the Contract Manager.

3. The CONTRACTOR shall remove and dispose of all trash and/or debris, which includes, but is not limited to, stones and rocks, appliances, tires, concrete, metal pipes, etc., to the Contract Manager's satisfaction.

4. At the completion of the project, the CONTRACTOR shall remove sticks, rubbish, and other extraneous debris and rake the limits of the right-of way and the easement areas, as directed by the Contract Manager, in order to have a smooth and clean appearance.

D. TREE AND SHRUB PROTECTION

1. The CONTRACTOR shall exercise care and protect all trees and shrubs designed to remain. Where trees and shrubs are adjacent to construction, they shall be protected, and where damaged, restored or replaced to original conditions. Trees or existing grade damage on the construction site shall be restored to original condition. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed in accordance with ISA/ANSI standards. The CONTRACTOR shall be responsible for the maintenance and protection of trees and shrubs in accordance with Town of Southwest Ranches Codes.

2. When required, tree protection barricades used shall be Tensar Safety Barrier, Fluorescent Orange EX 2050, or equal, as directed and approved by the Contract Manager.

E. EARTHWORK

1. Earthwork shall not be required.

F. GRADES

1. The CONTRACTOR shall provide no grading.

2. The Town will not allow for Pile Burning.

1.05 QUALIFICATIONS

A. The CONTRACTOR shall demonstrate three (3) years of substantial experience in tree/vegetation removal projects similar to this one in order to be deemed responsive to this RFQ.

1.06 WORK SCHEDULES

A. The CONTRACTOR shall provide a written work schedule to the Contract Manager and obtain approval of the work schedule from the Contract Manager prior to beginning work.

B. MEETING SCHEDULE:

1. Mandatory Pre-Quotation Conference

2. Start of Project
3. Identification and flagging of protected native plant material
4. Completion of native tree pruning
5. Completion of project

Any additional meetings or inspections required or requested by the CONTRACTOR, requiring the presence of the Town Contract Manager shall be invoiced at a rate of \$100 per hour per inspection with a 1 hour minimum charge per inspection and deducted from the final invoice.

1.07 START OF WORK

A. The CONTRACTOR, upon issuance by the Town of a Contract, shall start work at the specified work site within five (5) calendar days of the effective date of the Contract (hereinafter, the "Work Commencement Period"). If the CONTRACTOR fails to start work within the said five (5) day time frame, then the Town shall have the option to contract with another CONTRACTOR, pursuant to the Town's procurement policy or to use Town staff to complete the performance of the Scope of Services/Specifications of the Contract.

B. If the CONTRACTOR must secure any permit(s) prior to starting performance of the work and the CONTRACTOR shall use due diligence to obtain any required permit(s) within the five-day Work Commencement Period. In the event the CONTRACTOR encounters any difficulties in obtaining such permit(s), the CONTRACTOR shall promptly notify the Contract Manager of any such problems and the CONTRACTOR shall make every effort to obtain such permit(s) as soon as practical, as time is of the essence.

1.08 LIMITATION OF OPERATIONS

A. No work shall be done on weekends or Town-recognized holidays, or any day between the hours of 5:00 PM and 8:00 AM, unless permission in writing is obtained from the Contract Manager.

B. The CONTRACTOR shall verify and conform to all local noise ordinances.

C. No equipment shall be operated that damages the fences, posts, pavement or turf areas adjacent to the work area unless permission in writing is obtained from the Contract Manager. The CONTRACTOR shall repair/replace to the satisfaction of the Contract Manager all CONTRACTOR-induced damage to adjacent pavement or turf areas.

1.09 WEATHER

The completion of this tree removal Project is crucial to ensuring stable site conditions for the landscape installation. Equally important is the full, unabated access of the entire Right of Way for emergency operations and/or inspection prior to, during or after a storm event. Therefore, the CONTRACTOR must remain apprised of all weather conditions that may affect the Town's jurisdiction. If a major storm event is forecast to affect the Town or if the Town goes into Increased Readiness Condition, the CONTRACTOR shall clear the site of all-excess debris and equipment as directed by the Contract Manager. When the Town goes into Condition Three, which indicates a major storm event is imminent, the CONTRACTOR will immediately remove any and all equipment and debris generated by this project from the Right of Way. If, after notification by the Contract Manager that the Town is in Condition Three, and the CONTRACTOR appears unable to clear the Right of Way prior to a storm event, the Town reserves the right to seek assistance from additional CONTRACTOR(s), to ensure that the Right of Way is clear prior to the storm. Solely at the discretion of the Town, additional costs incurred in securing the Right of Way may be charged to the CONTRACTOR in the form of deductions from subsequent invoices. There shall be no weather-related extension delays with regard to this contract.

1.10 UTILITIES

A. The CONTRACTOR shall exercise caution in the vicinity of any utility. The Town is not responsible for any damage done to any utility by the CONTRACTOR.

B. The CONTRACTOR shall repair all CONTRACTOR-induced damage to pavement, buildings, telephone or other cables, water and force mains, lights, light poles, other water systems, fences or other structures, which may be encountered. Said repair shall take place on the same day of induced damage. CONTRACTOR shall within one hour notify Town of any damage.

C. Information as to the location of existing utilities has been prepared from the most reliable data available to the Town. This information is not guaranteed. The CONTRACTOR shall verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures (Sunshine State One-Call of Florida) before performing any work that could result in damage or injury to persons, utilities, structures or property. The CONTRACTOR shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location.

D. The CONTRACTOR shall not purposely disrupt or disconnect any type of utility; electric or any water services whatsoever without first obtaining the written permission of the Contract Manager. Requests for disconnection must be in writing and received by the Contract Manager at least seven (7) calendar days prior to the time of the requested interruption.

E. The CONTRACTOR shall immediately take the necessary steps to repair, replace or restore all services to any utility or other facilities, which are disrupted by his or her operations. Further, the CONTRACTOR shall engage any additional outside repairs on a continuous "around-the-

clock" basis until services are restored. The CONTRACTOR shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the CONTRACTOR shall be borne by the CONTRACTOR and the CONTRACTOR shall be fully responsible for any and all claims resulting from the damage. If repairs are not completed within 24 hours, unless a time extension is granted in writing from the Town, the Town may complete the repair and charge the CONTRACTOR for materials, labor, plus 25% administrative costs that shall be deducted from subsequent invoices.

F. Should utilities, structures, etc., be encountered which interfere with the work, the Contract Manager or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.

1.11 SAFETY

A. PERSONNEL

1. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall be responsible for protecting and safeguarding employees and the general public in connection with the work and job site. The Contract Manager shall not be responsible for safety on and off the job site. The Contract Manager's on-site observations or inspections shall be only for the purpose of verifying that the work is being conducted in accordance with the contract.

2. The CONTRACTOR shall provide and ensure employees wear protective clothing, safety shoes, hard hats, eye protection, ear (noise) protection, fluorescent safety vests and any other items required by law, regulations, ordinances, and/or manufactures instructions for materials and equipment. The CONTRACTOR shall require all employees to wear uniforms consisting of at least a CONTRACTOR's shirt with the company name and telephone number. at all times.

3. The CONTRACTOR shall ensure that at all times during the course of this project there is a minimum crew size of two persons (each person to be qualified to perform the required tree service) with one English speaking person per crew.

4. The CONTRACTOR shall have on site at all times appropriate first-aid kits in accordance with ANSI - X 308.1 - 1998.

5. The CONTRACTOR shall have on site, and in good working condition at all times, a capable communication system (two-way radio and/or cellular phone).

B. EQUIPMENT

1. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all local, state and federal regulations. Only equipment designed for performance of the described work herein will be acceptable for operation. Other equipment may be used with the approval of the Town if said equipment reduces expense, removes additional exotics, and/or saves time. All equipment shall meet all safety requirements as established for this type of work. All equipment shall be operated with all appropriate safety guards, as specified by the manufacturer.

2. Unattended equipment shall be secured in a manner that will prevent its movement by unauthorized personnel. Security of the CONTRACTOR's equipment is the responsibility of the CONTRACTOR.

1.12 USE OF PUBLIC STREETS AND TRAFFIC CONTROL

A. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from trucks onto the streets and roads shall be cleaned immediately, to the satisfaction of the Town.

B. All safety precautions shall be taken and all traffic controls shall be furnished in accordance with local, county, Department of Transportation, and/or other governmental agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

1.13 INGRESS AND EGRESS (ACCESS AREAS)

A. All access is to be from SW 163 Avenue. The CONTRACTOR will not enter upon any of the lots nor commence work thereon until the Town issues a Notice to Proceed.

1.14 PROPERTY PROTECTION

A. Responsibility for Protection and Restoration of Property: The CONTRACTOR shall be responsible for all damage or injury to person or property.

B. Protection Against Mechanical Damage: The CONTRACTOR's responsibility for protection against mechanical damage shall include, but not limited to, providing protection from vehicles and providing warning signs and barricades as might be necessary. The CONTRACTOR shall repair, restore and replace all property, which becomes damages as a result of any activity by the CONTRACTOR or his or her employees in complying with these requirements. Coordination of repairs shall be made with the Contract Manager.

1.15 ON-SITE OBSERVATIONS AND INSPECTIONS

A. The CONTRACTOR shall make request for on-site observations or inspections 48 hours in advance and they shall be in writing, if directed by the Contract Manager.

B. The fact that the Contract Manager has not made an early on-site observation or inspection to discover faulty material or work, or material or work performed which is not in accordance with the Scope of Services/Specifications, shall not bar the Contract Manager from subsequently rejecting such material or work at a later time.

C. Upon written notice from the CONTRACTOR of the presumptive completion, as defined below, of the entire project, the Contract Manager, along with the appropriate parties, will make an inspection within 48 hours after the written notice is received by the Contract Manager. If all work is completed to the Contract Manager's satisfaction and in accordance with the Scope of Services/Specifications, such inspection shall constitute the final inspection. The CONTRACTOR shall be notified of acceptance as of the date of the Certificate of Completion.

D. If, however, the final inspection mentioned in paragraph C above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given to the CONTRACTOR. The Town and/or the Contract Manager shall give to the CONTRACTOR the necessary instructions or "punch lists" for correction of same, and the CONTRACTOR shall have until the date of required completion, May 31, 2010, then the Town may correct the work and back-charge the CONTRACTOR for materials, labor and equipment plus 25% administrative costs. Said back-charges shall be deducted from the CONTRACTOR's final invoice.

E. Completion of the work shall mean full and exact compliance and conformity with the provisions expressed or implied in the Scope of Services/Specifications, including any and all "punch lists" which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action.

F. Final acceptance shall not be given until all work provided for and indicated in this Scope of Services/Specifications is inspected by the Contract Manager and found to be completed in accordance with the Scope of Services/Specifications.

1.17 QUALITY ASSURANCE

A. Completed work shall conform to the Scope of Services/Specifications: The work site premises shall be clean and free of trimmings, stumps, roots, logs or any other debris resulting from work, and trash, litter or rubbish exposed during the CONTRACTOR's tree removal services.

B. The Contract Manager or representative of the Town shall have the right, during any phase of the work operations, to reject any and all work and materials that do not meet the requirements of the Scope of Services/Specifications. Rejected work and/or materials shall be immediately removed from the project area and replaced with acceptable work and material prior to the Contract expiration date.

C. If at any time throughout the course of the project the Contract Manager observes regrowth from untreated stumps, the CONTRACTOR shall be responsible for recutting in accordance with the Scope of Services/Specifications.

1.18 ADDITIONAL TERMS

A. Any damage caused to the work site by the CONTRACTOR shall be reported to the Contract Manager and repaired immediately by the CONTRACTOR at its expense. If any damage to the worksite is discovered by the Contract Manager during a visit to the worksite, and such damage is determined to be caused by the CONTRACTOR, and was not previously reported to the Contract Manager, then the Contract Manager shall provide written notice to the CONTRACTOR of such damage and the CONTRACTOR shall have two (2) calendar days to make any required repairs. If said repairs are not completed within two (2) calendar days of written notification, the Town, at its discretion, shall have the option to expeditiously complete all repairs by using either Town staff or by issuing a contract to another vendor to make such repairs. Said costs plus 25% for administrative overhead shall be deducted from the CONTRACTOR's final invoice.

1.19 PAYMENT FOR SERVICES BY THE TOWN

A. The CONTRACTOR shall pay for any service or additional services performed by the Contract Manager which resulted from the actions of the CONTRACTOR, such as, but not limited to, improper performance, lack of performance or noncompliance with the Scope of Services/Specifications. Such services shall include, but are not limited to:

1. Repeated inspections and construction management related to the completion of any "punch lists".
2. Repeated inspections and project management related to defective or unauthorized work.
3. Inspections and project management related to tests, which repeatedly fail.
4. Inspections away from the project site, of materials, which are found not to be within an acceptable, normal and reasonable deviation or variation from the Contract.
5. Inspections, supervision and project management related to work, which is found not to be within an acceptable, normal or reasonable deviation or variation from the Contract. Said service or additional services shall be invoiced for the Contract Manager at \$100 per hour.

ATTACHMENT A - REMOVAL PLAN

