

To: The Honorable Mayor and City Council

From: Ruby Johnson, Purchasing Director  
Purchasing Director



Date: February 14, 2012

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS TO COUNTRY BILL'S LAWN MAINTENANCE, INC., FOR LAWN MAINTENANCE SERVICES AT THE PROPERTY KNOWN AS BISCAYNE LANDING, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COUNTRY BILL'S LAWN MAINTENANCE, INC.; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**RECOMMENDATION**

Staff is recommending that the Mayor and Council authorize additional funding to Country Bill's Lawn Maintenance Services for continued lawn maintenance services on the Biscayne Landing property until the City enters into a lease agreement with a developer.

**BACKGROUND**

On April 13, 2011 the City became responsible for the continued-overall operation, repair and maintenance of the City Property and on May 1, 2011 the City entered into a service agreement with the existing companies that managed the Biscayne Landing site with an initial term of four months and then on a month to month bases. Expenditures are now exceeding the threshold that requires Council approval.

Staff is requesting to expend the additional funding to provide for uninterrupted services on the site.

Monthly fees for lawn maintenance services were \$13,040 per month. The vendor reduced his fees to \$8,089 per month. Total funds paid to date are \$83,612.80. Pending invoices total \$8,089.60. Services are ongoing.

**ATTACHMENT**

Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS TO COUNTRY BILL'S LAWN MAINTENANCE, INC., FOR LAWN MAINTENANCE SERVICES AT THE PROPERTY KNOWN AS BISCAYNE LANDING, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COUNTRY BILL'S LAWN MAINTENANCE, INC.; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, On May 2, 2011, the City of North Miami ("City") entered into a Professional Services Agreement ("Agreement") with Country Bill's Lawn Maintenance, Inc., for lawn maintenance services ("Services") at the property known as Biscayne Landing; and

**WHEREAS**, the initial term of the Agreement was for four (4) months commencing May 1, 2011, and ending August 31, 2011, then reverting to a month-to-month basis upon expiration of the initial term; and

**WHEREAS**, the Agreement provided for compensation fixed at a price not to exceed Forty-Nine Thousand Two Hundred Thirty-Two and No Cents \$49,232.00 for the initial term of four (4) months and not to exceed Forty-Nine Thousand Two Hundred Thirty-Two and No Cents \$49,232.00 for the subsequent four months of the 2011 calendar year; and

**WHEREAS**, Article 6 of the Agreement allows for changes in the work that is within the general Scope of Services, by mutual consent of the parties with change order documents ("Change Orders"); and

**WHEREAS**, the City is responsible for the continued operation, repair and maintenance of the Biscayne Landing Property until such time that the City enters into a land lease development agreement with a developer; and

**WHEREAS**, continuation of the required Services will require an additional expenditure of Eight Thousand Eighty-Nine Dollars and Sixty Cents (\$8,089.60) per month pursuant to the attached Change Orders; and

WHEREAS, the City Manager has determined that it is in the City's best interest to expend the additional funds, in order to maintain and extend without interruption, the required Services to the Biscayne Landing site.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authorization of Expenditure.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize an additional expenditure of funds to Country Bill's Lawn Maintenance, Inc., for lawn maintenance services at the property known as Biscayne Landing, in accordance with the terms, conditions, and specifications of the Professional Services Agreement between the City of North Miami and Country Bill's Lawn Maintenance, Inc., attached hereto as Exhibit "A".

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
ROLAND C. GALDOS  
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Andre D. Pierre, Esq.	_____	(Yes)	_____	(No)
Vice Mayor Jean R. Marcellus	_____	(Yes)	_____	(No)
Councilperson Michael R. Blynn, Esq.	_____	(Yes)	_____	(No)
Councilperson Scott Galvin	_____	(Yes)	_____	(No)
Councilperson Marie Erlande Steril	_____	(Yes)	_____	(No)

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
(Biscayne Landing - Lawn Maintenance)**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this 2 day of May, 2011, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **Country Bill's Lawn Maintenance, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 13363 NE 16<sup>th</sup> Avenue, North Miami, FL 33161 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on March 31, 2011, the Eleventh Judicial Circuit Court for Miami-Dade County, discharged Charles W. De Santi as Receiver for the court and ordered the possession of the property otherwise known as Biscayne Landing ("City Property"), back to the City of North Miami ("City") on April 13, 2011 ("Court Order"); and

**WHEREAS**, as of April 13, 2011, the City became responsible for the continued overall operation, repair and maintenance of the City Property; and

**WHEREAS**, for several years, the Contractor has devoted its time, skill, experience, equipment and knowledge in providing Landscaping Maintenance and Monthly Irrigation Maintenance Services to the City Property ("Services"); and

**WHEREAS**, the Contractor has expressed the capability, willingness and expertise to continue to perform Services pursuant to City requirements; and

**WHEREAS**, the City Manager finds that entering into an agreement with Contractor for the provision of Services, is in the City's best interests.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Contractor's Fee Proposal and required Insurance Coverage, attached hereto as Exhibit I;

2.1.2 Contractor's Scope of Services ("Services"), attached hereto as Exhibit II;

2.1.3 Contractor's Landscape Maintenance Schedule by zone, attached hereto as Exhibit A and Exhibit B; and

2.1.4 Any additional documents which are required to be submitted by Contractor in the provision of Services, pursuant to this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

### ARTICLE 3 - TERM

3.1 The Parties agree that, subject to authorized adjustments, the Initial Term of this Agreement shall be Four (4) months, commencing May 1, 2011 and ending on August 31, 2011.

3.2 Following the Initial Term of Four (4) months, the Agreement shall revert to a month-to-month term-basis, until terminated by either Party.

3.3 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to timely perform Services or any portion thereof, the City may request that the Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### ARTICLE 4 - COMPENSATION

4.1 The Contractor shall be paid an amount not to exceed Forty Nine Thousand Two Hundred Thirty Two and no/100 Dollars (\$49,232.00) for the Initial Term of four (4) months.

4.2 Following the Initial Term period, Contractor shall be paid monthly for Services rendered in the following manner:

4.1.1 Payment for the first month following the Initial Term - shall not exceed Ten Thousand One Hundred Twelve and no/100 Dollars (\$10,112.00);

4.1.2 Monthly payments for up to three subsequent months - shall not exceed Thirteen Thousand Forty and no/100 Dollars (\$13,040.00); and

4.1.3 Subsequent months, if any, shall be paid in accordance with the aforementioned subsections 4.1.1 and 4.1.2, at a recurring basis.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

#### ARTICLE 5 - SCOPE OF SERVICES

5.1 The Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the provision of Landscaping Maintenance and monthly Irrigation Maintenance Services at the designated worksite, under the special terms and conditions provided in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict with public operations of the City Property.

5.2 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Services as required by the Contract Documents. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

5.5 The Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of worksite remain open to the public whenever and wherever possible, and that sufficient signage is provided to direct the public or other invitees during performance of the Services. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Any material or waste generated by Contractor or its employees, agents and subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

5.7 The Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services, and shall leave the worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

5.8 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### **ARTICLE 6 - CHANGES IN SERVICES**

6.1 One or more changes to Services within the general scope of this Agreement may be ordered by a Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

6.2 A Change Order shall mean a written order to the Contractor executed by the Parties following execution of this Agreement, directing a change in Services, and may include a change in the agreed compensation and/or the time for Contractor's performance.

6.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement with the ordered changes in Services and the Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

#### **ARTICLE 7 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

7.1 The Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

7.2 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to any affected person.

7.3 Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of the worksite. Contractor shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the worksite area.

7.4 Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has

the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

#### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

8.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

#### **ARTICLE 9 - CONFLICTS OF INTEREST**

9.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 10 - DEFAULT**

10.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 11 - CITY'S TERMINATION RIGHTS**

11.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 12 - NOTICES**

12.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Country Bill's Lawn Maintenance, Inc.  
Attn: John Allred  
13363 NE 16<sup>th</sup> Avenue  
North Miami, FL 33161  
Phone: (305) 785- 0180  
Fax: (305) 891-5916

To City: City of North Miami  
Attn: City Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 13 - PUBLIC RECORDS**

13.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 14 - INDEMNIFICATION**

14.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

14.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.3 The Contractor shall assume full responsibility for any damage to any mangroves, protected lands or areas, or to the owner or occupant of any contiguous land or areas, resulting from the performance of this Agreement.

14.4 Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

14.5 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### ARTICLE 15 - INSURANCE

15.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in Exhibit I and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described herein, and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

15.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

#### ARTICLE 16 - FORCE MAJEURE

16.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force

Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

**ARTICLE 17 - MISCELLANEOUS PROVISIONS**

17.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

17.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

17.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

17.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

17.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

17.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

17.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

17.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

17.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

17.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

17.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

17.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

17.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

17.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*(The remainder of this page is intentionally left blank)*

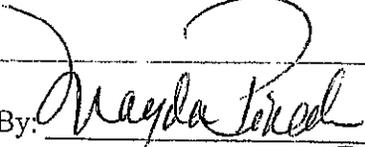
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

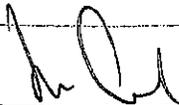
ATTEST:

Country Bill's Lawn Maintenance, Inc., a for-profit Florida Corporation

Corporate Secretary or Witness:

"Contractor":

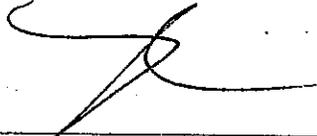
By:   
Print Name: MAYDA PINEDA  
Date: 6-8-11

By:   
Print Name: John Allred  
Date: 6-8-11

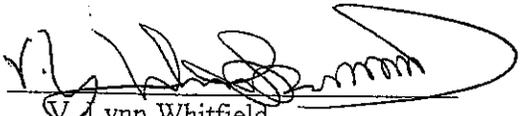
ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By:   
Michael A. Etienne  
City Clerk

By:   
Russell Benford  
City Manager 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Lynn Whitfield  
City Attorney

**Exhibit I**

FEE PROPOSAL

Basic compensation for the Scope of Services shall be per area, per service based on previous prices to Kitson and Partners for six areas, identified in Exhibit A and Exhibit B.

1. Orange zones on exhibit B, (Sales center areas) \$1,178.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept)
2. Purple zones on exhibit B, (erosion control areas) \$4,256.00 per service (Frequency: 1 service per month)
3. Green zones on exhibit B, (Admin Center) \$175.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept)
4. Pink zones on exhibit A, (BLB) \$725.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept)
5. Green zones on exhibit A, (retention ponds 3&4, old town home area) \$175.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept)
6. Brown zones on exhibit A, (retention ponds 4&5 and lake Ibis) \$675.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept)
7. Yellow zones on exhibit A, N/A
8. Orange zones on exhibit A, N/A

**Total Monthly Cost (June – Sept) = \$ 13,040**

**Total Monthly Cost (Oct – ~~June~~) = \$ 10,112**

*May*

INSURANCE

Vendor is to provide proof of insurance meeting or exceeding the following requirements:

Workers' Compensation Insurance – Statutory Limits and Employer's Liability Insurance - \$1,000,000;

Commercial General Liability Insurance - \$1,000,000 for each occurrence, to include personal advertising injury and products/completed operations;

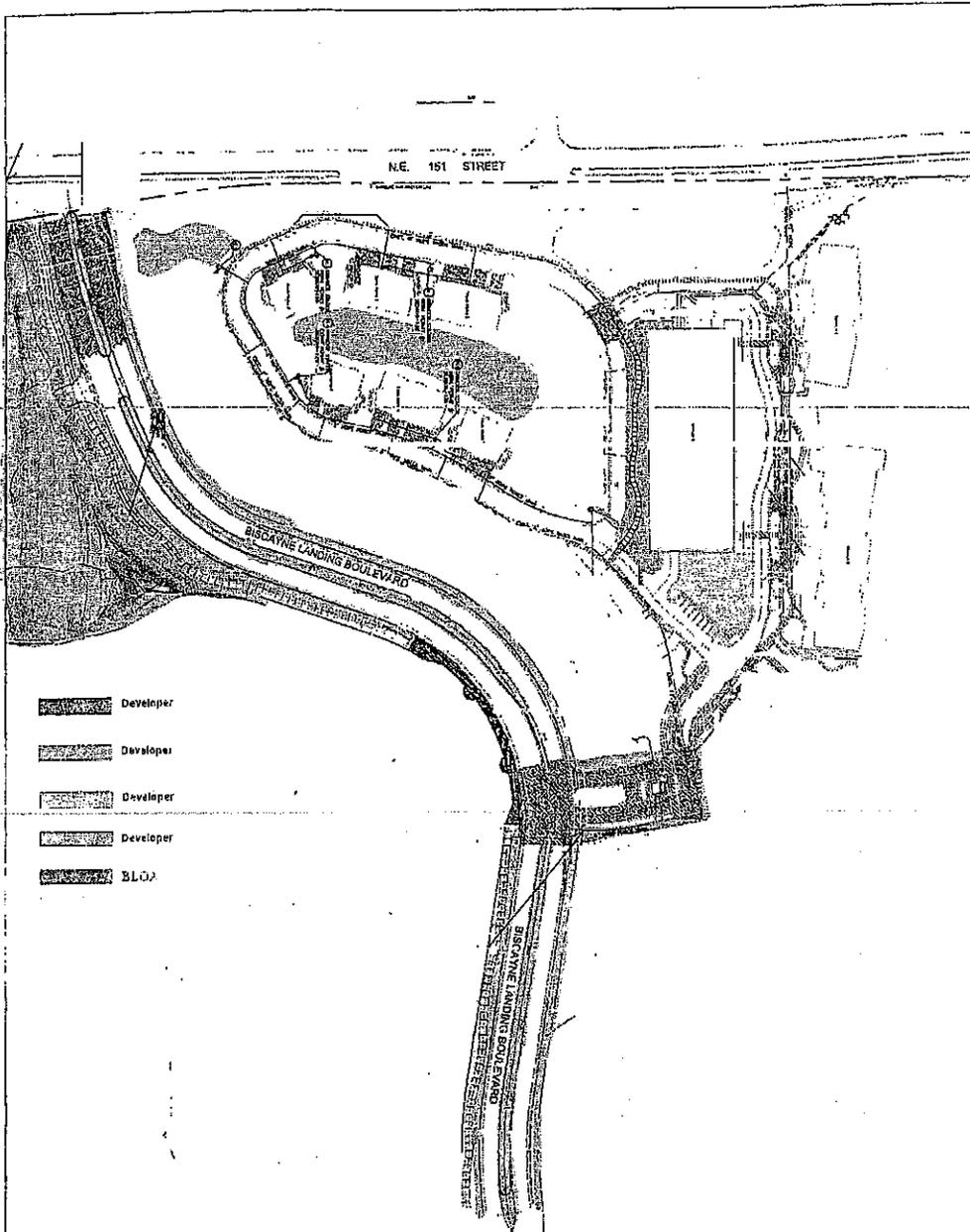
Automobile Liability Insurance (covering any auto) – \$1,000,000 combined single limit bodily injury & property damage.

Vendor must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Vendor shall guarantee all required insurances remain current and in effect throughout the term of contract.

**Exhibit II**  
Scope of Services

1. Orange zones on exhibit B, (Sales center areas) \$1,178.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal, trimming of all hedges, weed control, ISA certified Arboriculture services with tree/palm trimming to 7', monthly irrigation wet checks.
  
2. Purple zones on exhibit B, (erosion control areas) \$4,256.00 per service (Frequency: 1 service per month) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal. (No hedges, trees, palms or irrigation are present).
  
3. Green zones on exhibit B, (Admin Center) \$175.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal, trimming of all hedges, weed control, ISA certified Arboriculture services with tree/palm trimming to 7', monthly irrigation wet checks.
  
4. Pink zones on exhibit A, (BLB) \$725.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal, trimming of all hedges, weed control, ISA certified Arboriculture services with tree/palm trimming to 7', monthly irrigation wet checks.
  
5. Green zones on exhibit A, (retention ponds 3&4, old town home area) \$175.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal. (No hedges, trees, palms or irrigation are present)
  
6. Brown zones on exhibit A, (retention ponds 4&5 and lake Ibis) \$675.00 per service (Frequency: 2 services per month, Oct – May & 3 services per month June – Sept) Services consist of: Landscape management, turf mowing, edging, weed-eating, blowing, litter/trash removal, trimming of all hedges, weed control, ISA certified Arboriculture services with tree/palm trimming to 7', monthly irrigation wet checks.
  
7. Yellow zones on exhibit A, N/A
  
8. Orange zones on exhibit A, N/A

EXHIBIT-A  
2010 LANDSCAPE MAINTENANCE



Task Description	Per Cut	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Fee
		Qty/ Hours												
Retention ponds 4&5 and lake lots (brown areas)	\$675													
<b>Total Developer Invoice Amount</b>		\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$2,025	\$2,025	\$2,025	\$2,025	\$1,350	\$1,350	\$1,350	\$18,900

Task Description	Per Cut	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Fee
		Qty/ Hours												
Retention ponds 3&4, old town home area (green areas)	\$175													
<b>Total Invoice Amount</b>		\$350	\$350	\$350	\$350	\$350	\$525	\$525	\$525	\$525	\$350	\$350	\$350	\$4,900

Task Description	Per Cut	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Fee
		Qty/ Hours												
Area South of the garage and south of tower 2 (yellow areas)	\$125	2	2	2	2	2	3	3	3	3	2	2	2	
<b>Total Invoice Amount</b>		\$250	\$250	\$250	\$250	\$250	\$375	\$375	\$375	\$375	\$250	\$250	\$250	\$3,500

Task Description	Per Cut	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Fee
		Qty/ Hours												
Areas west of the garage (orange areas)	\$65													
<b>Total Invoice Amount</b>		\$130	\$130	\$130	\$130	\$130	\$195	\$195	\$195	\$195	\$130	\$130	\$130	\$1,820

Task Description	Per Cut	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Fee
		Qty/ Hours												
BLB (pink areas)	\$725	2	2	2	2	2	3	3	3	3	2	2	2	
<b>Total BLOA Invoice Amount</b>		\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$2,175	\$2,175	\$2,175	\$2,175	\$1,450	\$1,450	\$1,450	\$20,300

Contractor Initials \_\_\_\_\_ Owner/Client Initials \_\_\_\_\_

