

RESOLUTION No. 11-20001

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH LUKES' LANDSCAPING, INC. DBA LUKES-SAWGRASS LANDSCAPE AND THE TOWN OF SURFSIDE PIGGYBACKING OFF THE COMPETITELY BID CONTRACT AWARDED BY THE CITY OF AVENTURA; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Lukes' Landscaping Inc. DBA Lukes-Sawgrass Landscape (hereinafter "Lukes' Landscaping Inc."), by piggybacking off a competitively bid contract awarded by the City of Aventura, Florida to provide landscape maintenance services for the same price per unit of service; and

**WHEREAS**, Lukes' Landscaping Inc. was selected by the City of Aventura pursuant to Bid No. 10-07-12-2 as the lowest responsible and responsive bid for such landscape maintenance services; and

**WHEREAS**, the Town has a need for uniform landscape maintenance services, is not currently under a contract to provide such services, and can utilize discounted pricing available to a larger municipality; and

**WHEREAS**, the Town Commission of the Town of Surfside, Florida feels it is in the best interest of the Town to enter into the Agreement with Luke's Landscaping for landscape maintenance services.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION  
OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization to enter into an agreement.** The Town Commission hereby authorizes the Town Manager to enter into the Agreement by and between Lukes' Landscaping Inc. and the Town of Surfside attached as Exhibit "A."

**Section 3. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

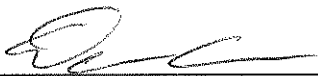
PASSED AND ADOPTED this 13<sup>th</sup> day of December, 2011.

Resolution No. 11-2001

Motion by Commissioner Olchyk, second by Vice Mayor Graubart

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin	<u>Yes</u>
Commissioner Edward Kopelman	<u>Absent</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Joseph Graubart	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra Novda, EMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR  
THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney

Resolution No. 11-2061

**TOWN OF SURFSIDE, FLORIDA****CONTRACT AMENDMENT NO. 1**

THIS AMENDMENT TO THE CONTRACT (this "AMENDMENT") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Town of Surfside, a Florida municipal corporation (the "Town"), whose address is 9293 Harding Avenue, Surfside, Florida 33154, and Luke's Landscaping, Inc., 2950 N 28<sup>th</sup> Terrace, Hollywood, Florida 33020, supplements the contract dated \_\_\_\_\_ (the "Contract"). The Amendment and Contract shall collectively be referred to herein as the "Contract". In the event of any conflict between this Amendment and the Contract, it is agreed that this Amendment shall control.

The following modifications are to be incorporated and made a part of this Contract:

**SEC. 1.2 AGREEMENT PERIOD.**

The initial contract shall be for a period of two (2) years with an opportunity for the Town to extend the contract for three (3) additional one-year terms at the same terms, conditions, and prices upon mutual agreement of both parties. The proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days prior to contract expiration.

**SEC. 2.25: INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract. Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries, or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or workers' compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the Town of Surfside, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Town's behalf (hereinafter TOWN) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-

performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

**3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:**

The initial contract shall be for a period of two (2) years with an opportunity for the Town to extend the contract for three (3) additional one-year periods, at the same terms, conditions and specifications (except for itemized and unit process as contained in the Schedule of Values, which shall be negotiated in good faith) or remain the same and the extension is approved by the Town Manager. The proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days of contract expiration date.

**3.3: SCOPE OF WORK:**

3.3.1 Service Areas will be within the Town of Surfside rights-of-way including all street ends, round-a-bouts, Town parking lots and medians; Beach and Beach Access from 96<sup>th</sup> Street to 87<sup>th</sup> Terrace; and all Town Parks, Buildings and Facilities including Town Hall, Community Center, Tot Lot, 96<sup>th</sup> Street Park, Veterans Park and Tennis Center, 93<sup>rd</sup> Street Pump Station and 89<sup>th</sup> Street Pump Station.

**3.10: BONDS:**

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached, or as named additional insured as provided for in section 3.15. Such alternate forms of security shall be subject to the prior approval of Town and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by Town for one year after completion and acceptance of the Work.

**3.11: BID SECURITY FORFEITED, LIQUIDATED DAMAGES:**

Failure to execute a contract in the form prepared by Town and to file an acceptable performance bond, or otherwise acceptable form of security (as provided for in section 3.10) within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by Town and the forfeiture of the bid security to the Town, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Awards may then be made to the next best responsible bidder or all bids may be rejected, as best meets the needs of the Town.

**SECTION 4 TECHNICAL SPECIFICATIONS**

**D. Scope of Work.**

The existing section requirements and standards shall remain where applicable.

**I. Special Contract Requirements.**

In addition to the duties included in existing section, the person responsible for the Town of Surfside shall be Luke Facarazzo, Director of Sales and Key Accounts.

**PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICE AREAS**

**PAGE 52**

To be replaced with attachment "B".

**SCHEDULE OF VALUES  
PUBLIC WORKS & LANDSCAPE MAINTENANCE SERVICES  
PAGE 59-63**

To be replaced with attachment "A"

**IN WITNESS WHEREOF**, the parties have executed this Contract Amendment at the Town of Surfside, Florida as of the day and year first above written.

**TOWN OF SURFSIDE,  
A Florida municipal corporation**

**By:** \_\_\_\_\_  
**Roger M. Carlton, Town Manager**

**Attest:**

**By:** \_\_\_\_\_  
**Sandra Novoa, CMC, Town Clerk**

**By:** \_\_\_\_\_  
**Authorized Representative of Luke's Landscaping, Inc.**

STATE OF FLORIDA                    )  
                                                  SS:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, who (check one) are [  ] personally known to me or [  ] have  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:  
(NOTARY SEAL)

\_\_\_\_\_  
Print Name

**Attachment "A"**  
**SCHEDULE OF VALUES**  
Public Works & Landscape Maintenance Services

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, delivered, placed and accepted by the Town. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/nor anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, delivered, placed and accepted by the Town.

ITEM #	ITEM	TOTAL COST PER 12 MONTHS
1	BEACHES AND BEACH ACCESSES: from 96th Street to 87th Terrace within the Town limits	
2	TOWN FACILITIES: Town Hall Community Center Tot lot 96th Street Park Veteran's Park Tennis Center 93rd Street Pump Station 89th Street Pump Station	
3	RIGHT-OF-WAYS AND EASEMENTS: to include street ends, round-a-bouts, parking lots and medians	
BASE BID	<u>TOTAL BASE BID</u> <u>Total of Items 1 through 3</u> <u>constitute the bid</u>	\$ _____ BASE BID TOTAL
A	Seasonal Color Replacements, 4 1/2" pot with Atlas 3000 topsoil	\$1.18 per pot - Unit price shall be delivered and in-place: includes removal of prior season's flowers, fertilization, and pre-emergent herbicide as per specifications.
B	Merit Soil Drench for Royal Palms (one application per year)	<u>\$5.00</u> per Royal Palm

C	Cygon Foliar Spray for Royal palms (one application per year)	<u>\$5.00</u> per Royal Palm
D	Phoenix Dactylifera Maintenance (Three applications per year)	<u>\$120.00</u> per Phoenix palm (\$40.00 per palm times 3 applications)



## **Attachment “B”**

### **PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICE AREAS**

#### **Parks Buildings and Facilities**

- Town Hall
- Community Center
- Tot Lot
- 96<sup>th</sup> Street Park
- Veterans Park and Tennis Center
- 93rd Street Pump Station
- 89<sup>th</sup> Street Pump Station

#### **BEACH AND BEACH ACCESS**

- From 96<sup>th</sup> Street to 87<sup>th</sup> Terrace within the Town Limits

#### **RIGHT OF WAYS AND EASEMENTS**

- Include all Street Ends
- Include all Round-a-bouts
- Include all Town parking lots
- Include all Town medians

### **PUBLIC WORKS AND LANDSCAPE MAINTENANCE SERVICE AREAS**

- Parks Buildings and Facilities