

6. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FIRST MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND TREEHUGGERS LANDSCAPING AND NURSEY INC.; AND PROVIDING AN EFFECTIVE DATE.
(ATTACHMENT - #6)



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbkra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: May 9, 2012

CC: File

SUBJECT: First Modification to Professional Service Agreement Between CRA and Treehuggers Landscaping and Maintenance

Upon reviewing the Professional Service Agreement, staff has determined that the PSA between the CRA and Treehuggers Landscaping and Nursery does not include provisions for the payment of emergency maintenance issues which might arise. The original bid provided by Treehuggers Landscaping & Nursery was a comprehensive bid for landscape maintenance and preventative services; the bid did not contemplate the provision of emergency services. These issues may include but are not limited to:

- Repairs necessary that are not due to the fault of the contractor
- Lost of plant materials due to acts of God, disease, death etc.
- Services necessary to maintain the health of plant material that might not have been included in the original bid

Staff recommends the approval of the first modification of the Professional Service Agreement between the Riviera Beach CRA and Treehuggers Landscaping & Nursery. This modification to the agreement will allow for the payment of any additional services that may be necessary in the future of an emergency.

TTB/tnt

RESOLUTION NO. 2012-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FIRST MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND TREEHUGGERS LANDSCAPING AND NURSERY INC.; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Riviera Beach Community Redevelopment Agency (Agency) and Treehuggers Landscaping & Nursery. (Consultant) entered into a Professional Service Agreement regarding landscape maintenance services for the 13th Street Beautification Project dated November 17, 2011 (Contract); and

WHEREAS, The Agency and Consultant wish to amend the Contract to change the scope of services and increase the limit of compensation under the Contract; and

WHEREAS, the Agency staff recommends that the Agency adopt said First Modification to Agreement for Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Community Redevelopment Agency hereby approves the First Modification to Agreement for Professional Services to change the scope of service and increase the contract amount by an additional \$10,000.00 attached hereto as Exhibit "A"

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of May, 2012

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

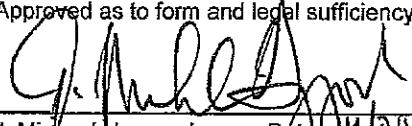
By: _____
Name: Billie E. Brooks
Title: Chairperson

Executive Director

MOTION BY: _____
SECONDED BY: _____

D. PARDO _____
J. DAVIS _____
B. BROOKS _____
C. THOMAS _____
S. LOWE _____

Approved as to form and legal sufficiency



J. Michael Haygood Date 05/09/2012
Haygood & Harris LLC
General Counsel to CRA

**FIRST MODIFICATION TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RIVIERA
BEACH COMMUNITY REDEVELOPMENT AGENCY AND TREEHUGGERS
LANDSCAPING & NURSERY LLC, LLC.**

THIS FIRST MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT made and entered into this ____ day of May, 2012, by and between the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), having its principal offices at 2001 Broadway, Suite 300, Riviera Beach, Florida and **TREEHUGGERS LANDSCAPING & NURSERY LLC, INC.**, a Florida for profit corporation (hereinafter referred to as "Consultant"), whose address is 13615 61st Lane North West Palm Beach, Fl 33412.

WHEREAS, the CRA and Consultant entered into a Professional Service Agreement for the landscape maintenance of the 13th Street Beautification Project, dated November 17, 2011 (collectively the "Contract");and

WHEREAS, Consultant and CRA wish to amend the Contract to include additional maintenance services that were not included in the original professional service agreement; and

WHEREAS, these additionally services are necessary for the well being of the landscaping and maintaining the visual continuity of the project; and

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Section 1.1 of the Agreement is amended by substituting by Exhibit "A" attached hereto as the Scope of Services for the professional services to be performed under this Agreement.

Section 2. Section 1. of the Agreement is amended to provide that the total compensation to be paid to the Consultant, shall not exceed an additional \$10,000. (This scope may still be amended by mutual written agreement)

Section 4. Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein extended, remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Modification to Agreement for Professional Services between the Riviera Beach Community Redevelopment Agency and TREEHUGGERS LANDSCAPING & NURSERY LLC, Inc.

ATTEST:

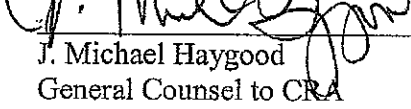
FOR CRA:

**RIVIERA BEACH
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____
BILLIE E. BROOKS,
Chairman

Date: _____

As to form and legal sufficiency:

By: 
J. Michael Haygood
General Counsel to CRA

FOR CONSULTANT:

**TREEHUGGERS LANDSCAPING &
NURSERY LLC, INC.**

By: _____
Tim Lalonde

EXHIBIT "A"

SCOPE OF WORK

Limits of Work: All work shall be completed within the planting beds along 13th Street, and within the City owned Rights of Way along 13th Street (please see attached map)

1. Mow

a. Grass weekly

- i. Four (4) times per month-April through October,
- ii. Three (3) times a month from November through March.
- iii. In months where there are five weeks an additional mowing may be necessary in order to maintain a weekly schedule
 1. Special Note: Mowing frequencies can be deleted or increased due to climate factors by the CRA's designee
- iv. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations.
- v. Grass shall be maintained at a length of 4" not to exceed 6" and never to go below 4"
- vi. All mowing must be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, damage sprinkler heads, valves, manifolds, timeclocks curbs, or other facilities
- vii. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives gutters and curbs on surface on the same day as mowed or trimmed. NO grass clippings and/or leaves shall be visible after mowing operation is complete.
- viii. Mowing will not be done when weather or conditions will result in damaged turf
- ix. All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the CRA
- x. Grass is never to be mowed lower than four (4) inches in height
- xi. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade
- xii. All mower blades are to be sharp enough to cut, rather than to tear grass blades
- xiii. All litter and debris shall be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades

2. Edge and trim

a. During each occurrence;

- b. Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Particular

attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

- c. **No “fish line” weed eaters are permitted to be used around trees or plant bed so as to prevent damage to the plant materials.** In such instances, Contractor shall remove weeds by hand and/or chemical application (Roundup).
- d. **Edging-** Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where “edging” rather than “trimming” is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.
- e. Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.
- f. Turf will be edged approximately eighteen (18) inches around all trees that are in lawn areas if directed by CRA Designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges.
- g. **Chemical edging-**Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemical shall be applied in a manner to limit drift to six (6) inches. Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the CRA may replace the materials and deduct the cost from the Contractor’s pay request.

3. **Weed Removal**

- a. Weeds are to be mowed, trimmed or edged from **turf areas** during each occurrence
- b. Weeds are to be manually removed or chemically removed from **shrubs, hedges, ground cover of lower beds weekly** during
 - i. four (4) times per month-April through October,
 - ii. Two (2) times a month from November through March.
- c. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

4. **Prune, Trim and Detail Trees, Hedges and Shrubs**

- a. **Shrub and Hedge Care-** Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by CRA designee
- b. **Hedge Trimming-**Hedge trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.
- c. **Palm Trees-** Shall have dead fronds removed as they occur. Dead fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 15’0”.Dead palm frond that have fallen to the ground, are to be removed at each mowing.

- d. Shade Trees-**Shall be pruned and trimmed per National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species. For purposes of this section, required pruning is limited to a height of 16'0", providing for the use of extendable power pruners. Pruning may include the following items:
- i.** to remove sucker growth and to maintain clear visibility between grade and a height of six feet
 - ii.** dead, dying or unsightly parts of the tree
 - iii.** sprouts growing at or near the base of the tree trunk
 - iv.** branches that grow towards the center of the tree
 - v.** crossed branches that may rub together
 - vi.** multiple leaders of a tree that normally have only one stem
 - vii.** branches that have strong potential for damage by storms (preventative)
 - viii.** branches that have been damaged by storms (post storm event)
 - ix.** nuisance growth that interferes with view, walks, lighting or signage
 - x.** nuisance growth that indicates potential conflict with people
 - xi.** **No climbing spikes will be permitted. Pruning paint is prohibited.** Sharp and proper pruning tools will remove portions of trees, including any sucker growth. No chemical treatment to sucker growth will be permitted. Branches, dead wood and cuttings shall be removed from job site of pruning and disposed in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense. Do not use hedge shears for pruning. Machetes will not be permitted for any operations.
 - xii.** All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming. By the Contractor and at the Contractor's expense.

5. Fertilize

- a. Sod-**The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 15-5-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb of nitrogen per 1,000 sq. ft. of sod. St. Augustine sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract. Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season, CRA may request a fourth application of fertilizer to all contract areas if needed using a general fertilizer 6-6-6 at no extra charge to the CRA. Contractor shall notify the CRA when they plan to apply the fertilizer.
- b. TREES, SHRUBS & GROUND COVER-**Fertilizer shall be applied to all trees, shrubs, and ground covers with exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.
- c.** Chemical analysis sheets for all fertilizer to be applied shall be submitted to the CRA, prior to application, particularly Palm Tree fertilizer, along with recommended application rates as noted by the manufacturer.

- d. Trees (excluding palms) shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer. Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- e. All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.
- f. **PALMS**-All palms (excluding Cabbage Palms) shall be fertilized two (2) times yearly (March and September) using a "Palm Special" fertilizer. Spike form only (similar to "Lutz" brand Palm Tree Maintenance Spikes). Fertilizer used shall be complete with Magnesium, Potassium, and micronutrients. Material shall be applied at label rates. Fertilizer analysis shall be submitted to the CRA prior to application.

Fertilizer used for palms shall meet or exceed the chemical analysis quantities appearing on the "Lutz" Palm tree Maintenance Spikes.

Note: For bidding purposes, if Lutz is used, ONE application per year is required, other spike fertilizers will be applied twice yearly, unless label rates specify differently.

6. Pest Management

- a. Inspect landscape and treat chemically for pests as needed

7. Irrigation Inspection and Repair

- a. Inspect during each service
 - i. The inspection shall consist of:
 1. inspecting the systems for proper operation of the pumps controllers, valves, timers, electric and water supply.
 2. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes.
 3. The Contractor shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water.
 4. The Contractor shall also be responsible for setting the times of the clocks and operation times of the system.
- b. The Contractor shall notify the CRA of visible irrigation system problems.
- c. The Contractor shall provide the CRA an hourly rate to perform all other irrigation system repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The Contractor will provide to the CRA copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the CRA on a monthly basis.
- d. The CRA shall be notified **immediately** (by 3:30 p.m. of the present working day), of any inoperable systems (i.e. pumps failing to come on).

All damaged irrigation system components shall be reported by the Contractor to the CRA designee. **Components damaged by the Contractor's equipment or personnel will be replaced by the Contractor at the Contractor's expense.**

8. Refresh Mulch

- a. Inspect during each service
- b. Every six (6) months topdress all mulched areas with 1 inch of mulch
- c. Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.
- d. Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.
- e. Mulch shall be maintained around Trees up to three (3) inches in order to maintain a depth of three inches at all times

9. Litter and Debris Control

- a. Litter removal from turf areas and plant beds and designated Right-of-Way areas shall be complete prior to each mowing operation in the same day.
- b. Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites. Palm fronds and tree limbs will also be removed.
- c. Litter is to be removed entirely from the sites and disposed of in accordance with the CRA of Riviera Beach Ordinances.
- d. *All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a \$50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.*

10. Blowing/Clearing

- a. Contractor shall use a blower to clear all walkways, parking lots and curbs along roadways to ensure a neat, clean appearance after mowing operation.

11. Additional Services

- a. Repairs necessary that are not due to the fault of the contractor
- b. Lost of plant materials due to acts of God, disease, death etc.
- c. Services necessary to maintain the health of plant material that might not have been included in the original bid

LANDSCAPE MAINTENANCE AGREEMENT
BY AND BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
TREEHUGGERS LANDSCAPING & NURSERY

THIS AGREEMENT made and entered into this 17 day of November, 2011 by and between Treehuggers Landscaping & Nursery, hereinafter sometimes referred to as "Independent Contractor," whose mailing address is 13615 61st Lane North West Palm Beach, Fl 33412 and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "CRA," whose address is 2001 Broadway Suite 300, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Treehuggers Landscaping & Nursery, Inc. agrees to perform the following maintenance tasks within the right-of-way along 13th Street from Avenue C to Commercial Avenue: mowing, edging, stringtrimming, blowing all areas, Fire Ant Bait during each service, pruning, trimming weeding, and detailing all beds and plant area, fertilizing all areas based on soil test, integrated pest management per a set scheduled as agreed upon by all parties, and attend regularly scheduled meetings. The specifications for the project are more specifically set out in the scope of work attached hereto as Exhibit "A" ("Scope of Work").
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work.
3. To the extent that there exists a conflict between the bid documents, and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
4. Work must begin within (5) calendar days from the date of receipt of official notice to proceed and shall be carried on for the duration of one year term of this Agreement with the option to renew at the end of the term.
5. The CRA agrees to compensate the Independent Contractor a total project compensation of Twenty Eight Thousand Three Hundred and Five Dollars and no cents (\$28,305.00) for twelve months of maintenance with an option to renew at the end of the term to provide the Scope of Work. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CRA shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the CRA in pursuance of the scope of work contained in herein or in an exhibit "A".
6. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
10. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.
11. All of the Independent Contractor's personnel (and all Subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.
12. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.
13. Prior to execution of this Agreement by the CRA the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.
14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.
15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.
16. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute section 440.02.
17. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the CRA as an "Additional Insured."
18. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.
19. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CRA, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other contractor employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

21. The Independent Contractor does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

22. The CRA reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CRA's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

23. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the CRA Interim Director.

24. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA's property from injury or loss arising during the term of the Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the CRA or employees of the CRA, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

25. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

26. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

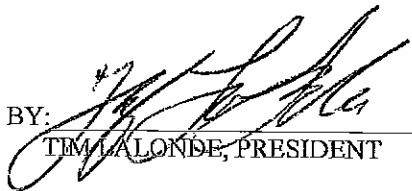
28. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

29. Time is of the essence in all respects under this agreement.

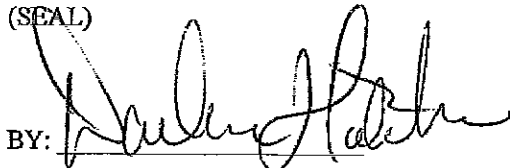
30. Failure of the CRA to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CRA's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

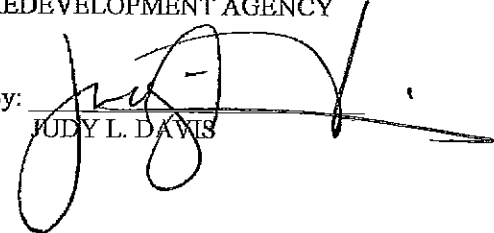
TREEHUGGERS LANDSCAPING &
NURSERY

BY: 
TIM LALONDE, PRESIDENT


ATTEST:

(SEAL)
BY: 

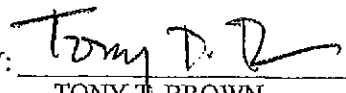
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
JUDY L. DAVIS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
MICHAEL HAYGOOD
CRA GENERAL COUNCIL

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
TONY F. BROWN,
EXECUTIVE DIRECTOR

DATE: 11/8/2011

EXHIBIT "A"

SCOPE OF WORK

Limits of Work: All work shall be completed within the planting beds along 13th Street, and within the City owned Rights of Way along 13th Street (please see attached map)

1. Mow

a. Grass weekly

- i. Four (4) times per month-April through October,
- ii. Three (3) times a month from November through March.
- iii. In months where there are five weeks an additional mowing may be necessary in order to maintain a weekly schedule
 1. Special Note: Mowing frequencies can be deleted or increased due to climate factors by the CRA's designee
- iv. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations.
- v. Grass shall be maintained at a length of 4" not to exceed 6" and never to go below 4"
- vi. All mowing must be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, damage sprinkler heads, valves, manifolds, timeclocks curbs, or other facilities
- vii. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives gutters and curbs on surface on the same day as mowed or trimmed. NO grass clippings and/or leaves shall be visible after mowing operation is complete.
- viii. Mowing will not be done when weather or conditions will result in damaged turf
- ix. All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the CRA
- x. Grass is never to be mowed lower than four (4) inches in height
- xi. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade
- xii. All mower blades are to be sharp enough to cut, rather than to tear grass blades
- xiii. All litter and debris shall be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades

2. Edge and trim

a. During each occurrence;

- b. Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Particular

attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

- c. No "fish line" weed eaters are permitted to be used around trees or plant bed so as to prevent damage to the plant materials. In such instances, Contractor shall remove weeds by hand and/or chemical application (Roundup).
- d. **Edging-** Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.
- e. Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must NOT be allowed to collect in curb areas.
- f. Turf will be edged approximately eighteen (18) inches around all trees that are in lawn areas if directed by CRA Designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges.
- g. **Chemical edging-**Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemical shall be applied in a manner to limit drift to six (6) inches. Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the CRA may replace the materials and deduct the cost from the Contractor's pay request.

3. Weed Removal

- a. Weeds are to be mowed, trimmed or edged from turf areas during each occurrence
- b. Weeds are to be manually removed or chemically removed from shrubs, hedges, ground cover of lower beds weekly during
 - i. four (4) times per month-April through October,
 - ii. Two (2) times a month from November through March.
- c. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

4. Prune, Trim and Detail Trees, Hedges and Shrubs

- a. **Shrub and Hedge Care-** Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by CRA designee
- b. **Hedge Trimming-**Hedge trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.
- c. **Palm Trees-** Shall have dead fronds removed as they occur. Dead fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 15'0". Dead palm frond that have fallen to the ground, are to be removed at each mowing.

- d. **Shade Trees**-Shall be pruned and trimmed per National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species. For purposes of this section, required pruning is limited to a height of 16'0", providing for the use of extendable power pruners. Pruning may include the following items:
- i. to remove sucker growth and to maintain clear visibility between grade and a height of six feet
 - ii. dead, dying or unsightly parts of the tree
 - iii. sprouts growing at or near the base of the tree trunk
 - iv. branches that grow towards the center of the tree
 - v. crossed branches that may rub together
 - vi. multiple leaders of a tree that normally have only one stem
 - vii. branches that have strong potential for damage by storms (preventative)
 - viii. branches that have been damaged by storms (post storm event)
 - ix. nuisance growth that interferes with view, walks, lighting or signage
 - x. nuisance growth that indicates potential conflict with people
 - xi. **No climbing spikes will be permitted. Pruning paint is prohibited.** Sharp and proper pruning tools will remove portions of trees, including any sucker growth. No chemical treatment to sucker growth will be permitted. Branches, dead wood and cuttings shall be removed from job site of pruning and disposed in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense. Do not use hedge shears for pruning. Machetes will not be permitted for any operations.
 - xii. All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming. By the Contractor and at the Contractor's expense.

5. Fertilize

- a. **Sod**-The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 15-5-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb of nitrogen per 1,000 sq. ft. of sod. St. Augustine sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract. Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season, CRA may request a fourth application of fertilizer to all contract areas if needed using a general fertilizer 6-6-6 at no extra charge to the CRA. Contractor shall notify the CRA when they plan to apply the fertilizer.
- b. **TREES, SHRUBS & GROUND COVER**-Fertilizer shall be applied to all trees, shrubs, and ground covers with exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.
- c. **Chemical analysis sheets** for all fertilizer to be applied shall be submitted to the CRA, prior to application, particularly Palm Tree fertilizer, along with recommended application rates as noted by the manufacturer.

- d. Trees (excluding palms) shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer. Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- e. All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.
- f. **PALMS**-All palms (excluding Cabbage Palms) shall be fertilized two (2) times yearly (March and September) using a "Palm Special" fertilizer. Spike form only (similar to "Lutz" brand Palm Tree Maintenance Spikes). Fertilizer used shall be complete with Magnesium, Potassium, and micronutrients. Material shall be applied at label rates. Fertilizer analysis shall be submitted to the CRA prior to application.

Fertilizer used for palms shall meet or exceed the chemical analysis quantities appearing on the "Lutz" Palm tree Maintenance Spikes.

Note: For bidding purposes, if Lutz is used, ONE application per year is required, other spike fertilizers will be applied twice yearly, unless label rates specify differently.

6. Pest Management

- a. Inspect landscape and treat chemically for pests as needed

7. Irrigation Inspection and Repair

- a. Inspect during each service
 - i. The inspection shall consist of:
 - 1. inspecting the systems for proper operation of the pumps controllers, valves, timers, electric and water supply.
 - 2. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes.
 - 3. The Contractor shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water.
 - 4. The Contractor shall also be responsible for setting the times of the clocks and operation times of the system.
- b. The Contractor shall notify the CRA of visible irrigation system problems.
- c. The Contractor shall provide the CRA an hourly rate to perform all other irrigation system repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The Contractor will provide to the CRA copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the CRA on a monthly basis.
- d. The CRA shall be notified **immediately** (by 3:30 p.m. of the present working day), of any inoperable systems (i.e. pumps failing to come on).

All damaged irrigation system components shall be reported by the Contractor to the CRA designee. Components damaged by the Contractor's equipment or personnel will be replaced by the Contractor at the Contractor's expense.

8. Refresh Mulch

- a. Inspect during each service
- b. Every six (6) months topdress all mulched areas with 1 inch of mulch
- c. Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.
- d. Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.
- e. Mulch shall be maintained around Trees up to three (3) inches in order to maintain a depth of three inches at all times

9. Litter and Debris Control

- a. Litter removal from turf areas and plant beds and designated Right-of-Way areas shall be complete prior to each mowing operation in the same day.
- b. Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites. Palm fronds and tree limbs will also be removed.
- c. Litter is to be removed entirely from the sites and disposed of in accordance with the CRA of Riviera Beach Ordinances.
- d. *All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a \$50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.*

10. Blowing/Clearing

- a. Contractor shall use a blower to clear all walkways, parking lots and curbs along roadways to ensure a neat, clean appearance after mowing operation.

RESOLUTION NO. 2011-40

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AWARDING A CONTRACT TO TREEHUGGERS LANDSCAPING & NURSERY, LLC FOR THE MAINTENANCE OF THE LANDSCAPE OF 13TH STREET WITHIN THE REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency is responsible for carrying out the community redevelopment activities and the projects in the community redevelopment area of the City of Riviera Beach, Florida; and

WHEREAS, the Agency is responsible for the maintenance of the landscape within the right of way of 13th Street from Avenue "C" to Commercial Avenue and the planting beds immediately behind the sideways; and

WHEREAS, the Agency, pursuant to the Riviera Beach CRA Policies and Procedures Procurement Code is required to request bids for contracts for services that exceeds \$10,000; and

WHEREAS, the bid opportunity was advertised in a newspaper of general circulation, and on the City of Riviera Beach and Riviera Beach CRA websites, and with Construction Journal; and

WHEREAS, the staff of the Agency recommends that the Agency retain the firm of the Treehuggers Landscaping & Nursery, LLC, to provide the services necessary to maintain the landscaping installed according to the 13th Street Beautification Plan based on their bid submittal which was the lowest, most responsive bid received.

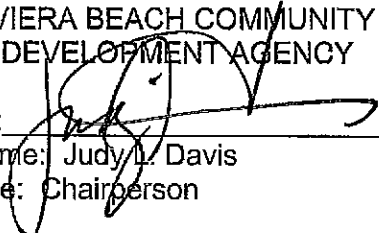
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Riviera Beach Community Redevelopment Agency authorizes the Executive Director and the Chair of the Board of Commissioners to execute a contract with Treehuggers Landscaping & Nursery, LLC for the sum of \$28,305.00. The Executive Director is hereby authorized to issue payment from the appropriate fund as indicated in the FY 2011-2012 CRA Budget, to pay for the maintenance of the landscaping along 13th Street.

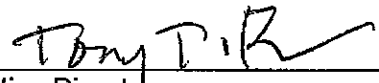
SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of November, 2011

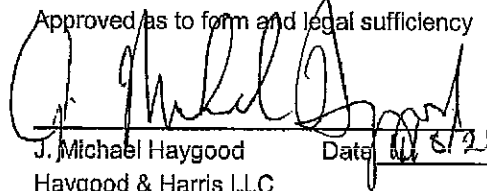
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: Judy L. Davis
Title: Chairperson

ATTEST:


Executive Director

MOTION BY: Billie Brooks
SECONDED BY: Dawn Pardo

Approved as to form and legal sufficiency

J. Michael Haygood Date: 11/15/11
Haygood & Harris LLC
General Counsel to CRA

B. BROOKS AYE
C. THOMAS AYE
D. PARDO AYE
J. DAVIS AYE
S. LOWE AYE