



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the May 20, 2014
Regular Town Council Meeting called for 6:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

Miami-Dade Fire Chief Dave Downey presenting Annual Service Report

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT
AGENDA/ AND CHANGES TO AGENDA

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. POSSIBLE ITEM FOR RECONSIDERATION

- 1. A Resolution of the Town Council Authorizing the Town Manager to Allocate up to a Total of \$100,000 from the Capital Budget for the Purchase of Furniture, Landscaping and Other Items.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ALLOCATE UP TO A TOTAL OF ONE-HUNDRED-THOUSAND DOLLARS (\$100,000) FROM THE CAPITAL BUDGET, FOR THE PURCHASE OF FURNITURE, LANDSCAPING AND OTHER ITEMS LISTED ON EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2353.14

Sponsor: Councilmember Kenneth Bernstein

Recommendation: Motion to Approve Resolution No. 2353.14

N. CONSENT AGENDA

- 2. Official Minutes of the March 18th, 2014 Regular Town Council Meeting**
- 3. Official Minutes of the April 23rd, 2014 Special Town Council Meeting**

O. TOWN RESOLUTIONS

- 4. A Resolution of the Town Council Selecting Mainguy Landscaping Services for Landscape and Irrigation Maintenance Services.**

A RESOLUTION OF THE TOWN COUNCIL OF GOLDEN BEACH, FLORIDA, SELECTING MAINGUY LANDSCAPING SERVICES FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND MAINGUY LANDSCAPING SERVICES; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2355.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2355.14

5. A Resolution of the Town Council Adopting Rules and Regulations for Use of the Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING RULES AND REGULATIONS FOR USE OF THE TOWN'S BEACH PARK AND PAVILLION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2354.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2354.14

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
*** Home Heights on As Built or Other Options

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz
*** Beach Park and Pavilion Social Schedule
*** Builder's Bond

Q. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR

HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



Miami-Dade Fire Rescue Department Services to The Town of Golden Beach

Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has grown into the largest fire rescue department in the Southeast and one of the top ten largest in the nation. With a response territory of 1,905 square miles and a resident population of more than 1.9 million, MDFR responds to more than 238,000 calls for assistance annually making it one of the busiest departments in the nation. More than 2,350 employees staff 139 front-line units throughout 66 fire rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 53 front-line rescue units, MDFR provides emergency air transport service within Miami-Dade County to State-approved Trauma Centers via two full-time rescue helicopters.



Firefighters battling Third Alarm Warehouse Fire

MDFR is considered one of the most elite fire rescue departments in the country and is recognized around the world for its exemplary service. Firefighters are skilled in fire suppression technology, and advanced life support (ALS) rescue units are capable of providing pre-hospital care to heart-attack patients and stroke victims.

MDFR has more specialized response units than any other fire-rescue department in the southeastern United States. The department provides air-rescue transport and airport rescue firefighting, ocean rescue, technical rescue (vehicle extrication and confined-space rescue), hazardous materials mitigation, and urban search and rescue. The department also maintains the Florida Antivenin Bank and provides inspections and code enforcement services. MDFR also protects two beaches: Haulover and Crandon, with a combination of full-time and part-time professional lifeguards. Since joining MDFR in 2003, the Ocean Rescue Bureau has professionalized its staff, the way business is conducted and built new lifeguard stations at both beaches.

MDFR distinguishes itself from other fire-rescue departments in a number of areas. MDFR offers a higher level of service providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter paramedics on rescue units.

MDFR is accredited by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department is one of only 187 agencies to achieve this status by CFAI and is now the largest accredited fire-rescue department in the Southeast and the second largest in the Nation.

The Office of Emergency Management (OEM) is also part of MDFR. OEM is accredited by the Emergency Management Accreditation Program (EMAP). OEM manages the County's Emergency Operation Center (EOC), which coordinates emergency response and recovery plans, decisions, and operations in order to maximize the use of resources within Miami-Dade County. In its effort to promote a disaster ready community, OEM coordinates its activities with the County's municipalities, non-profit social service and medical care agencies, businesses, residents, and visitors.

In Calendar Year 2013, MDFR re-built/opened two stations. On March 4th, Model Cities Fire-Rescue Station 2 opened at its new location at 6460 NW 27th Avenue. This station houses the busiest ladder truck in the County, two Advance Life Support (ALS) rescue units and a battalion chief. The 12,038 square-foot triple bay "green" station also includes a training tower and classroom.



Model Cities Fire-Rescue Station 2



Miami-Dade Fire Rescue Department Services to The Town of Golden Beach

Doral North Fire-Rescue Station 69 was inaugurated on October 31st. This new 12,038 square-foot station located at 11151 N.W. 74 Street, has three bays and can accommodate up to 12 firefighters per shift and a separate dormitory for a battalion chief. The station houses a Hazardous Materials Unit, a Technical Rescue Unit, ALS Rescue, and a Battalion Chief.



Doral North Fire-Rescue Station 69

On January 30th, MDRF opened the new state-of-the-art Regional Fire Rescue Communications Center at the MDRF Headquarters in Doral. The new 5,300 square-foot facility comes equipped with the latest technology, which allows fire-rescue dispatchers to view and send the closest available fire-rescue apparatus to an emergency.

MDRF was first in the nation to establish a Stroke Center Coalition and Care Network for state-of-the-art stroke care. In 2012, MDRF joined forces with local area hospitals and other municipal fire rescue departments to deploy one of the largest networks for the treatment and transport of stroke victims in the country. According to the Center for Disease Control someone suffers a stroke every 40 seconds of the day. This translates into more than 795,000 strokes annually in the United States alone, with someone dying every 4 minutes; costing more than 73 billion dollars each year for the treatment of stroke victims.

MDRF's Advanced Life Support (ALS) Competition Team won the 2013 Florida's Cup for acquiring the highest cumulative scores at all of this year's ALS competitions. In May, MDRF received the Excellence in Fire Service-Based Emergency Medical Service (EMS) Award from the Congressional Fire Services Institute (CFSI) and the MedicAlert Foundation for the development of a unique "Infection Control Program." The Excellence in Fire-Service-Based EMS Award recognizes best practices in EMS by fire departments in the United States.



EMS Award Ceremony at Board of County Commission Meeting

Through the efforts of MDRF, Miami Dade residents also have the highest survival rates after a blocked coronary artery in the nation. Over six years ago, MDRF established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI, typically referred to as a blocked coronary artery, is the leading cause of death in the United States and the leading cause of death for women in the United States. Hospitals within the STEMI network are required to restore blood flow to patient's blocked artery within 90 minutes from arrival of paramedics to the patient. This timely intervention significantly reduces patient's chances for permanent damage or death and increases their likelihood for a normal quality of life. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately 2 hours and 15 minutes to 60 minutes.



Paramedics Transporting a Patient



Miami-Dade Fire Rescue Department Services to The Town of Golden Beach

On September 25th, MDR and the Miami-Dade Parks, Recreation and Open Spaces Department, celebrated the opening of the state-of-the-art Haulover Lifeguard Station at 10800 Collins Avenue in Miami Beach. Marked by a landmark tower, reminiscent of the historic lighthouse that once stood at the south end of the park, the two-story, 10,500 square-foot facility accommodates the needs of MDR's Ocean Rescue with office space, training room, a beach observation station, and a 5-bay garage for storing lifeguard vehicles and equipment.



Ocean Rescue Lifeguard Station at Haulover Beach

Everyday MDR operations field personnel have hundreds of opportunities to exceed customer expectations while fulfilling our service demands. MDR's commitment to providing the highest quality service to our community continuously fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. MDR's Elder-Links program was the result of a community need identified by our Operations field personnel in 1995 to assist the elderly population. The program received numerous accolades and became a model for other emergency medical services departments. Because of this program, scores of elderly receive far more than traditional emergency medical service. Operations field personnel responding to an incident not only address a patient's immediate medical treatment but also assess living conditions and needs.

These are MDR's strengths, derived from personal dedication to providing the very best fire-rescue service, as confirmed by the expressed approval of those we serve. We are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve.** MDR continually challenges our employees to deliver excellence every day and to strive for ways to better assist you, our residents and customers.



MDR Adopt-A-Bear Program

To this end, MDR has been measuring the quality and effectiveness of our EMS service for the past five years. The survey instrument (Attachment I), which is sent to 20% of MDR EMS patients monthly, allows respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied with the service. Unlike other survey instruments used by Miami-Dade County, this survey continuously monitors the opinions of the service we deliver the prior month rather than taking a "snapshot" of the service at a particular time. The survey also provides the respondent a section for additional comments. Overall, 12% of patients sent surveys (or 3,796 respondents) have returned completed surveys during calendar year 2013, rating MDR's services as follows for each question:

- 1) MDR responded to your needs in a timely manner: 4.86
- 2) MDR explained your treatment options to you: 4.79
- 3) MDR treated you in a professional manner: 4.91
- 4) MDR met your expectations when you requested assistance: 4.88

The overall score from all respondents is 4.86. During calendar year 2013, one resident from the Town of Golden Beach have rated MDR with an overall score of 5.00, expressing their satisfaction with the service provided by MDR.



**Miami-Dade Fire Rescue Department
Services to
The Town of Golden Beach**

The Town of Golden Beach, located in the northeastern most part of Miami-Dade County, spans an area of 0.30 square miles and is bordered by the Atlantic Ocean to the east, the City of Sunny Isles Beach to the south, the Intracoastal Waterway to the west, and the City of Hallandale Beach to the north (Attachment II). The Town incorporated in 1929 and has been part of the Miami-Dade Fire Rescue Service District since its inception. Based on 2012 U.S. Census data, the Town has a residential population of 947, with almost 300 households.

During calendar year 2012 and 2013, MDRF dispatched 285 units to 137 emergency calls received from the Town of Golden Beach. Table I depicts incidents MDRF responded to within the Town during this time period.

**Table I
MDRF Responses to the Town of Golden Beach
Calendar Years 2012 and 2013**

Call Type	Incidents	
	2013	2012
Life Threatening	39	39
Non-Life Threatening	15	14
Structure & Other Fires	4	4
Other Miscellaneous	11	11
Total	69	68
Total Units Dispatched	141	144

The Town of Golden Beach is primarily served by MDRF's Sunny Isles Station 10 which provided 83% of the responses into the Town during 2013 as depicted in Table II.

**Table II
MDRF Stations/Units responding into the Town of Golden Beach
Calendar Years 2012 and 2013**

Responses Provided By:	2013		2012	
	Incidents	%	Incidents	%
Station 10 - Sunny Isles	57	83%	60	89%
Station 8 - Aventura	10	14%	5	7%
Other Stations	2	3%	3	4%
Total	69	100%	68	100%

As depicted on Attachment II, there are six (6) fire-rescue stations within four (4) miles of the Town of Golden Beach which house Two (2) Battalion Chiefs, five (5) rescues; and six (6) suppression units, of which are two (2) BLS Engines, one (1) ALS Engine (Hazardous Material (HazMat) Support), one (1) 75' ALS Ladder, one (1) 100' BLS Platform, and one (1) 60' ALS Aerial (Table III). These units exceed the NFPA recommended for responding to both high and medium occupancies.

**Table III
MDRF Stations Within Four Miles of the Town of Golden Beach**

Name	Miles to Town of Golden Beach	Apparatus	Staffing
Station 10 - Sunny Isles 175 - 172 Street	1.51	75' ALS Ladder - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA
Station 8 - Aventura 2900 Aventura Boulevard	2.01	BLS Engine - 1 Rescue - 1	4 FF/EMT 3 FF/PARA
Station 33 - Aventura South 2601 Point East Drive	3.08	Rescue - 1	3 FF/PARA
Station 63 - Highland Oaks 2900 Aventura Boulevard	3.60	ALS Engine (HazMat Support) - 1	2 FF/PARA 2 FF/EMT
Station 21 - Haulover 10500 Collins Avenue	3.75	BLS Engine - 1 100' BLS Platform - 1 Rescue - 1	4 FF/EMT 4 FF/EMT 3 FF/PARA
Station 31 - North Miami Beach 17050 NE 19 Avenue	3.96	60' ALS Aerial - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA

Notes: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician

MDRF's closest rescue unit is housed 1.51 miles south of the Town of Golden Beach at MDRF Sunny Isles Station 10. MDRF's next closest medical response unit is located 2.01 miles west of the Town at MDRF Aventura Station 8, which houses one Rescue.



**Station 10
Sunny Isles Beach
175-172 Street
Sunny Isles Beach, FL 33160**

Sunny Isles Station 10 serving the Town of Golden Beach



Miami-Dade Fire Rescue Department
Services to
The Town of Golden Beach



Aventura Station 8 serving the Town of Golden Beach

As a result, within four miles of the Town of Golden Beach, MDR has 14 front-line response units, nine (9) of which are ALS units including five (5) rescues, three (3) suppression units and two (2) Battalion Chiefs. Daily there are 41 firefighters on duty, 26 which are certified paramedics assigned to these units.

Structure Fires

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the Town of Golden Beach has 364 single-family and duplex units, 3 multi-family and condo units, and 5 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the Town. As a result, on an initial dispatch to a structure fire, 24 firefighters and two (2) command chiefs would be required.

Based on MDR's current dispatch protocol, MDR would dispatch three (3) suppression units, one (1) aerial (platform, ladder or aerial), one (1) rescue, and one (1) Battalion Chief, exceeding NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy. If MDR determines that it is a working fire, MDR also would dispatch another Battalion Chief, a Safety Officer, an Air Truck, a Command Van and a Fire Investigator to the incident. To a structure fire at a high-hazard occupancy, MDR's initial dispatch would also surpass NFPA's recommended response. MDR would dispatch four (4) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, and two (2) Battalion Chiefs. MDR would dispatch additional support as noted to a working fire. During 2013, MDR dispatched four (4) firefighters and one (1) Suppression unit to extinguish a fire at 363 Golden Beach Drive.

Medical Emergencies

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes of the time an EMS call is received.

MDFR has 53 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDR will transport patients without life-threatening emergencies to the medical facility of their choice. MDR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



Firefighters extinguishing a Third Alarm warehouse fire



Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

Dear Valued Customer:

Recently, Miami-Dade Fire Rescue (MDFR) had the opportunity to serve you in your time of need. MDFR's mission is to protect people, property, and the environment by providing responsive professional and humanitarian fire-rescue services essential to public health, safety, and well-being. Our firefighter paramedics are dedicated to providing the best possible care to Miami-Dade County's residents and visitors. In order to assure that we continue to achieve our mission and improve our service to you, we value your opinion regarding your experience with MDFR. Please take a few minutes to complete the brief survey and return it in the enclosed postage-paid envelope.

Please visit us at www.miamidade.gov/mdfr/ to learn more about the specialized and diverse services offered by MDFR as well as answers to the most frequently asked questions regarding fire-rescue services.

As Fire Chief of Miami-Dade Fire Rescue, I thank you for taking the time to complete this survey. Your responses will ensure we continue to provide you the highest available level of care. As your fire-rescue department we are Always Ready and Proud to Serve You.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Downey".

Dave Downey, Fire Chief
Miami-Dade Fire Rescue Department

La traducción en español se encuentra en el reverso de esta carta.
Tanpri gadé sou do lèt sa-a pou jwenn vèsyon Kreyòl la.

Estimado cliente:

El Departamento de Bomberos y Rescate de Miami-Dade (MDFR, por sus siglas en inglés) tuvo la oportunidad de prestarle sus servicios cuando usted los necesitó. El objetivo del MDFR es proteger a los residentes, a las propiedades y al medio ambiente mediante la prestación de servicios de bomberos y rescate profesionales y humanitarios con respuesta a las necesidades de los residentes del condado que son esenciales para la salud, la seguridad y bienestar públicos. Nuestros bomberos y paramédicos se dedican a prestar el mejor servicio posible a los residentes y visitantes del Condado Miami-Dade. Para continuar realizando nuestros objetivos y mejorar aun más nuestros servicios, valoramos su opinión sobre la experiencia que usted tuvo con el MDFR. Por favor sírvase dedicarle unos minutos a llenar la siguiente encuesta y por favor háganosla llegar en el sobre adjunto de franqueo pagado.

Sírvase acudir a www.miamidade.gov/mdfr/ para que se entere de más detalles acerca de los diversos servicios especializados que presta el MDFR así como de las respuestas dadas a las preguntas que se hacen con más frecuencia sobre los servicios de bomberos y rescate.

Como Jefe del Cuerpo de Bomberos y Rescate de Miami-Dade, le agradezco el haberse tomado el tiempo necesario para llenar esta encuesta. Sus respuestas garantizarán que continuemos prestando el nivel de atención más alto posible. Como su departamento de bomberos y rescate, nosotros siempre estamos listos y orgullosos de prestarle nuestros servicios.

*Atentamente,
Dave Downey, Jefe del Cuerpo Bomberos y Rescate de Miami-Dade*

Trè chè kliyan:

Resamman, Depatman Ponpye ak Sekou Miami-Dade (MDFR) te jwenn opòtinite pou sèvi w lè w te nan bezwen. Misyon MDFR se pou pwoteje pèp la, pwopriyete yo, ak anviwonman an nan bay sèvis sekou pwofesyonèl rapid e imanità ki esansyèl a sante piblik, sekirite ak byennèt. Teknisyen Medikal Ijans Ponpye nou yo konsakre yo a bay pl bon kalite swen posib a rezidan ak vizitè Konte Miami-Dade yo. Pou asire ke nou kontinye akonpli misyon nou ak amelyore sèvis nou ba w yo, opinyon w de eksperyans w ak MDFR enpòtan pou nou. Tanpri pran kèlke minit pou ranpli yon ti sondaj epi retounen nan anvlòp deja tenbre ki akonpaye liya.

Tanpri ale sou www.miamidade.gov/mdfr/ pou aprann plis sou divès sèvis ak sèvis espesyalize MDFR ofri yo ak pou jwenn repons a kesyon ki poze pi souvan yo konsènan sèvis ponpye ak sekou.

Anlan Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade, mwèn remèsye w pou tan w pou ranpli sondaj sa-a. Repons w yo va asire ke nou kontinye ba w pl bon kalite swen posib. Antan depatman ponpye ak sekou, nou Toujou Prè epi Fyè pou Nou Sèvi w.

*Ak tout respè,
Dave Downey, Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade*

Miami-Dade Fire Rescue



Survey Encuesta Apercu

Directions: Please take a moment to answer this survey. Your responses will help MDRF improve services we provide to Miami-Dade County residents. Your identity will remain anonymous unless you provide your contact information at the bottom of this survey. The postage is paid; simply drop it in the mail. Thank You.

Instrucciones: Sírvase dedicar unos minutos para contestar esta encuesta. Sus respuestas ayudarán al Departamento de Bomberos y Rescate (MDRF, su sigla en inglés) a mejorar los servicios que proporcionan a los residentes del Condado de Miami-Dade. Su identidad permanecerá anónima, a no ser que usted provea sus datos personales para ser contactado. El porte de correos está pagado; solo tiene que poner la encuesta en el buzón. Gracias.

Direksyon: Tanpri pran yon ti moman pou reponn a sondaj sa a. Repons w yo va ede MDRF amelyore sèvis yap bay rezidan Konte Miami-Dade yo. Idantite w ap ret sekre anmwenske w bay enfomasyon pou kontakte w anba paj sondaj la. Si w ta vle repons w yo rete sekre sèlman dekolè etikèt ki gen adrès w a anba paj la. Mèsi.

1= Strongly Disagree	1= En total desacuerdo	1= Vreman Padako
2= Disagree	2= En desacuerdo	2= Padako
3= Neutral	3= Neutral	3= Neutre
4= Agree	4= En acuerdo	4= Dako
5= Strongly Agree	5= Muy de acuerdo	5= Totalman Dako

MDRF responded to your needs in a timely manner.
MDRF atendió sus necesidades a tiempo.
MDRF te reponn a bezwen w byen vit.

1 2 3 4 5

MDRF treated you in a professional manner.
MDRF lo trató de forma profesional.
MDRF te trete w avèk respè.

1 2 3 4 5

MDRF explained your treatment to you.
MDRF le explicó su tratamiento.
MDRF te esplike w tretman w yo.

1 2 3 4 5

MDRF met your expectations when you requested assistance.
MDRF llenó sus expectativas en el momento que usted solicitó asistencia.
MDRF pat desi w de sa w te atann deli lè w te mande asistans.

1 2 3 4 5

OPTIONAL/ OPCIÓN / PREFERE

Name/nombre/nom _____

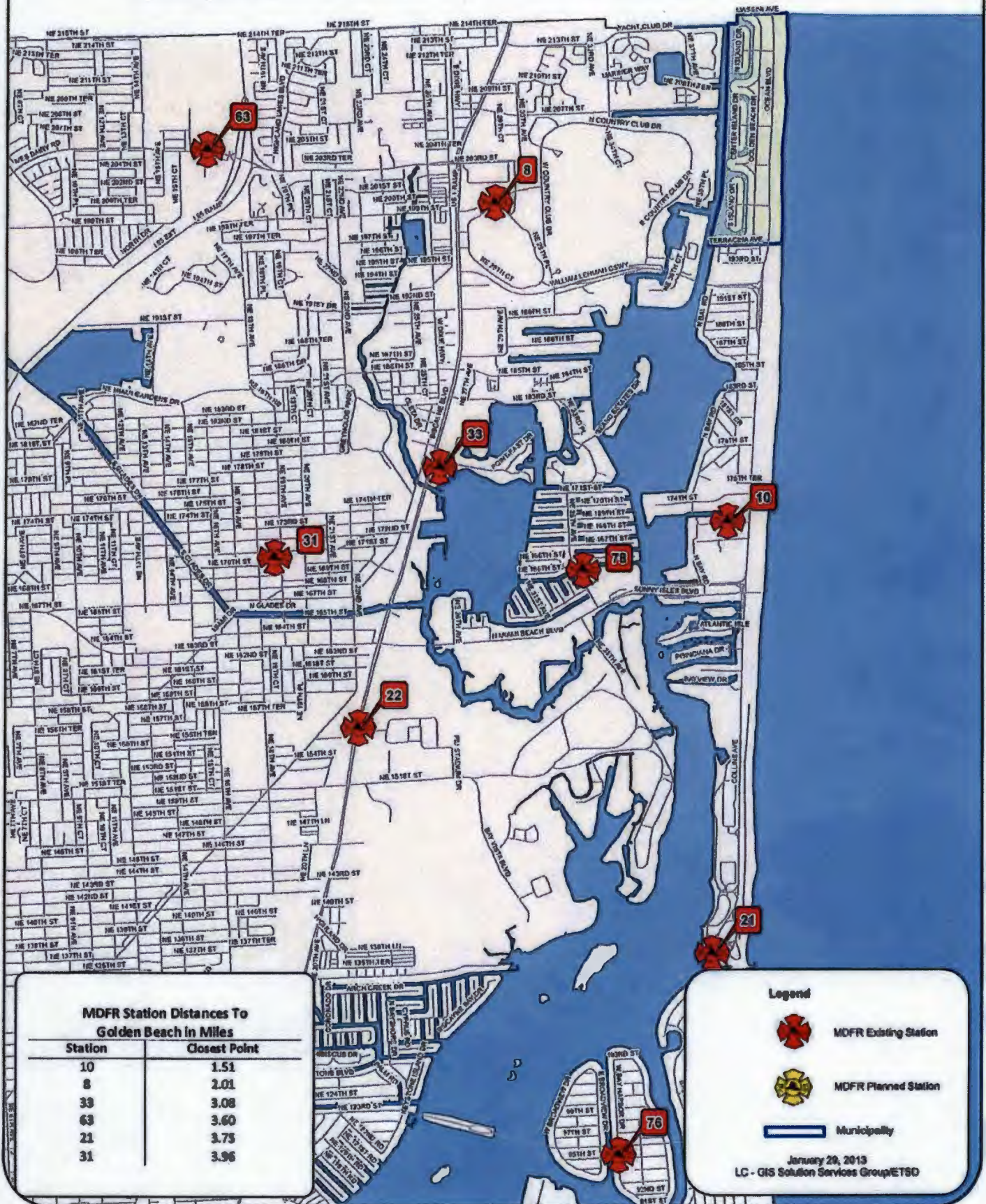
Address/dirección/adres _____

City/ciudad/vil _____ State/estado/eta _____ Zip/código postal/còde postal _____

Phone/teléfono/telefon _____

email/correo electrónico/imeil _____

MDFR Service Delivery to the Town of Golden Beach



MDFR Station Distances To Golden Beach In Miles

Station	Closest Point
10	1.51
8	2.01
33	3.08
63	3.60
21	3.75
31	3.96

Legend



MDFR Existing Station



MDFR Planned Station



Municipality

January 29, 2013
LC - GIS Solution Services Group/ESD

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2353.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ALLOCATE UP TO A TOTAL OF ONE-HUNDRED-THOUSAND DOLLARS (\$100,000) FROM THE CAPITAL BUDGET, FOR THE PURCHASE OF FURNITURE, LANDSCAPING AND OTHER ITEMS LISTED ON EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") under the leadership of Councilmember Ken Bernstein has asked the Administration to look at the general purposes and possible renovations and upgrades to the beach facilities; and

WHEREAS, over the last 10 months, the Administration has been working with consultants to provide the best alternatives in terms of furniture selection and upgrades to the facilities; and

WHEREAS, the Town Manager is seeking authorization to spend up to \$100,000 in furniture upgrades and landscape work at the beach pavilion; and

WHEREAS, there is an urgent need to replace the furniture at the beach pavilion; and

WHEREAS, minor additional enhancements to landscaping will help the overall aesthetics of the beach; and

WHEREAS, the Town Council finds that purchasing the items listed on Exhibit "A", including, without limitation, the lounge chairs, beach dining-chairs, minor-landscaping and other furnishings, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1 Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2 Authorization. That the Town Council hereby approves the expenditure of up to \$100,000 for the purchase of the items listed on Exhibit "A" to this Resolution, subject to the purchasing provisions of the Town Code of Ordinances.

Section 3 Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4 Effective Date. That this Resolution shall be effective immediately upon approval of the Town Council.

Sponsored by the Administration.

[remainder of page intentionally left blank]

The Motion to adopt the forgoing Resolution was offered by Councilmember Bernstein, seconded by Councilmember Lusskin, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Absent</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 23rd day of April, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: May 20, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Number:

2 & 3

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's March 18th, 2014 Regular Town Council Meeting and April 23rd, 2014 Special Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Minutes for the March 18, 2014
Regular Town Council Meeting called for 7:10 P.M.**

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:15 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Councilmember Judy Lusskin, Councilmember Amy Isackson-Rojas, Councilmember Kenneth Bernstein

Councilmember's Not Present: Vice Mayor Bernard Einstein

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Police Chief Don De Lucca, Finance Director Maria D. Camacho, Town Attorney Steve Helfman

C. PLEDGE OF ALLEGIANCE

Chief de Lucca led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Swearing-In of new Part-Time Officer Matthew Davis

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT
AGENDA/ AND CHANGES TO AGENDA

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee – None

Beautification Committee – None

Building Regulation Advisory Board – None

Comprehensive Planning Board – None

Recreation Committee – None

Security/Public Safety Committee – None

Youth Leadership Committee – Mayor Singer presented the officers of the youth leadership group with certificates. Resident Dina Nicolella spoke about the beach clean-up and how great the event turned out, stating that the group members learned a lot and they really came together as a group.

G. GOOD AND WELFARE

June Krogoll, 422 Golden Beach Drive

Stated that absolutely nothing was done with any of the proposals or suggestions that she worked on last month. But tonight the Town Manager brought her back to his office to show her the chairs that are being considered and that is really exciting. The next day after the meeting she went up to the beach, Paul Abbott was there measuring for the artificial grass for the beach which she thinks is absolutely appalling that we are considering artificial grass for the beach. Nothing has been done as far as she can see, regarding placing no smoking signs at the beach. Thinks that the rules and regulations for the use of the beach pavilion need to be overhauled, the cost of renting it are too low. The kids' parties at the beach pavilion are really getting to be a problem with the noise level, feels that kids parties should be at the park.

Alene Fishbein, 256 Golden Beach Drive

Sad to say that to her knowledge there have been no committee meetings, so the residents have no input into the functions the Town has. Feels that the Town Manager and staff should not be planning these events by themselves. Would like the Administration to start using the residents.

H. MAYOR'S REPORT

Most of the time the Town does not even have a quorum for these committees, but if the Town is doing a poor job of communication he will address it. Regarding the beach, the Town Manager has been working on it. Agrees with Mrs. Krogoll about the noise at the pavilion with the parties. Two weeks ago there was a party on Saturday and Sunday, it was an oversight by the Town staff that will not happen again. In fact, there is only one party a month allowed on Sundays, for religious purposes. The Town's staff has also been advised that smoking is prohibited at the beach pavilion. Also, April 5th, Saturday, from 8:30 a.m. to 5 p.m. the Town is offering a boat safety course provided by the coast guard. And this Thursday at 10:30 a.m., the Town is having a naturalization ceremony at the beach pavilion.

I. COUNCIL COMMENTS

Councilmember Bernstein

Spoke on the issues with the beach pavilion, stating that he is working with Town Manager to put together a package to present to the Council and the residents on what should be done with the beach pavilion. Agrees that the rules and regulations should be reevaluated.

Councilmember Lusskin

Commented that the back of Singer Park has got huge holes at the base

Councilmember Rojas

When the Town did the revision of the rules of the beach pavilion kids' parties were discussed, thinks that after the beach is finished the Council should reconvene and revise the rules.

Mayor Singer responded to Councilmember Rojas stating that that is the plan.

J. TOWN MANAGER REPORT

Thanked the Council for acknowledging his birthday. Apologized for what happened at the beach two weeks ago, it was completely the Administration's fault.

The Administration did order no smoking signs, and the staff has been instructed to work with residents regarding the rules of the beach. The beach is for the enjoyment of all of the residents and it is important to be respectful of everyone out there. This is the Town's 85th anniversary is this year. The Town has put together a number of events to commemorate the 85th Anniversary the week of May 18th, more information will follow in the coming month.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

1. An Ordinance of the Town Council Granting to Peoples Gas System A Franchise Agreement

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND PERMITTED ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

Exhibit: Agenda Report No. 1
Ordinance No. 558.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 558.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Absent</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

2. An Ordinance of the Town Council Amending the Regulations Limiting the Height of Residential Structures

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE III "DISTRICT REGULATIONS", TO AMEND REGULATIONS LIMITING THE HEIGHT OF RESIDENTIAL STRUCTURES; AMENDING ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PROHIBIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 559.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 559.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Absent</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Town Attorney stated that although Building Official Dan Nieda was not there, he did leave some comments regarding this ordinance. There are two components to this ordinance. With the height component, they are already set in the code, this ordinance has a provision that allows residents to exceed the height limit only for functional chimneys. What Building Official Nieda is suggesting is that there be one additional exception for flat roofs. He is suggesting that for flat roofs there be a permitted height encroachment up to 12 inches for the installation of insulation and roof membranes for roof materials, otherwise it will require people to reduce the heights of their homes by a foot in order to accommodate for insulation and the roof membrane. He is suggesting the Council allow a parapet on a flat roof, not for design purposes, simply to cover the roof membrane and insulation that lies along the top of the roof. The second part of this ordinance would limit roof top terraces to just Zone 1. Each of the limitations that were discussed at the last meeting were included.

Councilmember Rojas asked about whether the ordinance addresses the issue of multiple roofs. **Town Attorney** stated that if there are multiple roofs at a home, this is intended to cover each of the levels, not just the top roof.

Councilmember Lusskin asked about the railing on the roof top terrace – is it around the whole edge of the roof or the 1,000 square feet. **Town Attorney** advised that it would be surrounding the 1,000 square feet terraced area.

Councilmember Bernstein asked a question about the parapet, asking if the Town Attorney could clarify the language concerning it.

Town Attorney stated that that section applies to those rooftop terraces that have already been permitted and are being built today.

Councilmember Lusskin asked about the legal non-conformings – if there's a 100 foot lot, can they have a parapet that's 30 feet plus?

Town Attorney stated that whatever has been permitted and is under construction, can be built. Around that rooftop area they can have either a safety wall/parapet of 42 inches around the rooftop terrace area, not the whole roof.

Mrs. Fishbein suggested that when the Council is talking about flat roofs and regular roofs that they have an easel board and draw it for people to visualize better. Her opinion is that she sees absolutely no reason for having a rooftop terrace.

Danny Soragon, Architect – his question is that he has a client that purchased 3 lots on Ocean Boulevard, with the intention to build a rooftop terrace to look at the ocean. He asked if that is a true hardship, since he purchased it prior to this proposed change in the code. And if so, would he be allowed to request a variance. **Attorney Helfman** stated that that would not constitute a hardship based on the hardship standard. More importantly, you cannot get a variance for this provision in the code, because this is not a use provision.

Albert Angel, 484 North Parkway – asked if a home's rooftop terrace was already approved if they can move forward with it. **Mayor Singer** advised that they could. Also stated that he thinks to prohibit the rooftop garden and that form of architecture is a crime.

Harvey Samowitz, 422 South Island – stated that one of the unique characteristics of Golden Beach is that it is a single-family town where you don't have high-rises. With continuing to go higher and higher with height limits, it is taking away from the essence and identity of the town.

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

3. **Official Minutes of the February 4th, 2014 Zoning Workshop**
4. **A Resolution of the Town Council Approving the Agreement for Contract Police Officer David Carrazana.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2342.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2342.14

Motion to approve was made by Councilmember Rojas, seconded by Councilmember Lusskin.

Consensus vote 4 Ayes 0 Nays. Items O3-O6 pass.

P. TOWN RESOLUTIONS

None

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz
None Requested

*** **Town Manager** stated that for the April 15th Town Council Meeting there are at least 6 building advisory items that are coming before them, so they should anticipate it being a lengthy meeting.

Council asked to move the meeting to Wednesday, April 23rd at 6 p.m.

Consensus vote 4 Ayes 0 Nays.

R. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer, seconded by Councilmember Bernstein.

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:12 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the April 23, 2014
Special Town Council Meeting called for 6:00 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:00 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Amy Isackson-Rojas, Councilmember Kenneth Bernstein, Councilmember Bernard Einstein

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Police Chief Don De Lucca, Assistant Police Chief George Cadavid, Finance Director Maria D. Camacho, Town Attorney Steve Helfman

C. PLEDGE OF ALLEGIANCE

Chief of Police led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Presentation by Commissioner Sally Heyman to introduce her new staff member, Alexis Moseley.

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

Mayor Singer requested to move item N8 from the consent agenda and move it to a discussion item. Also requested to move N10 from consent agenda and move it to a discussion item. **Town Manager** requested that Commissioner Sally Heyman be moved from Item F to Item D, in order for her not to be confined to a time limit.

Consensus vote 5 Ayes 0 Nays

F. GOOD AND WELFARE

Judge William Altfield, Miami-Dade County Judge

Came to reintroduce himself and to announce that he is running for judge's seat again.

Sydell Herrick, 625 Ocean Boulevard

Asked to include in the magazine a list of what event take place at the meetings as well as what takes place at the beach pavilion.

Town Clerk read a letter from resident **June Krogoll** into the record, and a letter from resident **Anne German** into the record.

G. MAYOR'S REPORT

Commended the police department on the DUI checkpoint the Town held earlier this month, as well as the boating course the Town held earlier this month as well.

H. COUNCIL COMMENTS

Councilmember Rojas

None

Councilmember Bernstein

None

Councilmember Lusskin

Still feels that a lot of the common areas in Town the grass is faded and after such a big Capital Improvement Project it is important to keep up aesthetics. Congratulated the Samowitz twins for winning the Sunny Isles Beach/Golden Beach scholarship. Lastly, some residents are requesting to have gardeners come on Saturdays with limitations on work and time.

Vice Mayor Einstein

None

I. TOWN MANAGER REPORT

Mentioned that the contract for landscaping services was held over until the May Council meeting because tonight's agenda was too full. In the interim, the Town is taking some landscaping measures.

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

- 1. A Resolution of the Town Council Approving a Variance Request for the Property Located at 135, 137, 145 Ocean Boulevard.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 135, 137, 145 OCEAN BOULEVARD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT A BUILDING HEIGHT NOT TO EXCEED 32'-2" WHEN THE TOWN'S CODE ALLOWS A MAXIMUM HEIGHT OF 30'.

Exhibit: Agenda Report No. 1
Resolution No. 2343.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2343.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Singer	<u>Nay</u>
Vice Mayor Einstein	<u>Nay</u>
Councilmember Lusskin	<u>Nay</u>
Councilmember Isackson-Rojas	<u>Nay</u>
Councilmember Bernstein	<u>Nay</u>

The motion failed.

Building Official Nieda advised that all three variances are related to the same property. Also went over the seven conditions of the variance request. BRAB members voted 3-1 against approving the variance.

Michael Freeman, Attorney for the applicant, 153 Sevilla Avenue, Coral Gables

Advised that this property is being built as a second home for the applicant who lives in Sao Paulo, Brazil. The intention is to maximize the design as well as the use of the property.

Jonathon Cardelo, Principal Managing Director for Ad Inc., 2 South Biscayne Boulevard, Miami stated that this is a unique parcel because it is a three-lot line parcel. **Sal Bentatrek, Design Manager at Ad Inc.** also spoke on the property

Mayor Singer stated that the problem he has with it is that the Council sets the height standards for a reason and his feeling is that they need to stick to the code.

Councilmember Bernstein stated that he also has an issue with granting the variance.

Mr. Cardelo stated that this design is less intense and bulky, by moving it down he fears that it will create a more massive and bulky house.

Councilmember Einstein asked some questions about the design of the house.

Building Official Nieda advised that neither neighbor oppose the project.

Resident Sydell Herrick commented that having gone through this in the past with another property; she is against any time there are going to be any changes with height. Feels that the Council needs to be very cautious with approvals of this sort.

Town Clerk read a letter from resident **Sari Addicott** into the record.

2. A Resolution of the Town Council Approving a Variance Request for the Property Located at 135,137,145 Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 135, 137, 145 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE POOL AND TERRACE DECKS TO BE OFFSET 35' FROM THE BUILDING'S CENTERLINE, WHEN THE TOWN'S CODE REQUIRES THAT THEY NOT EXCEED 50% OF THE WIDTH OF THE BUILDING AND SHALL BE ALIGNED ON THE BUILDING'S CENTERLINE.

Exhibit: Agenda Report No. 2
Resolution No. 2344.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2344.14

A motion to approve was made by Councilmember Rojas, seconded by Councilmember Lusskin.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Building Official Nieda stated that items #2 and 3 are interrelated, and reviewed the conditions for the variance request. 7 out of the 7 conditions are affirmative, and the BRAB also voted 3 to 1 in favor of recommending the variance. Same letter of no objection apply.

Mr. Cardelo spoke on behalf of the applicant.

Resident Alfred Herrick, 625 Ocean Blvd. asked if the ocean part of the house is extending further than other houses. **Mayor Singer** advised that it is not.

3. A Resolution of the Town Council Approving a Variance Request for the Property Located at 135,137,145 Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 135, 137, 145 OCEAN BOULEVARD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT A DECK AND SITE ELEVATIONS THROUGHOUT THE PROPERTY TO BE AN ELEVATION NOT TO EXCEED 18' N.G.V.D. WHEN THE TOWN'S CODE ALLOWS A MAXIMUM OF 11' N.G.V.D.

Exhibit: Agenda Report No. 3
Resolution No. 2345.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2345.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Building Official Nieda advised that this variance pertains to the variance that was just approved. Building Official recommends in favor and the BRAB also voted 5 to 0 in favor of recommending the variance.

Mr. Cardelo spoke on behalf of the applicant.

*** **Councilman Einstein** posed a question on height elevations and certified surveys on how high houses are after the variance was approved, requesting that homeowners are required to get a height elevation on their homes. **Town Manager Diaz** advised that it would be included in next month's meeting as a discussion item.

N. CONSENT AGENDA

- 4. Official Minutes of the February 18th, 2014 Regular Town Council Meeting**
- 5. Official Minutes of the March 18th, 2014 Local Planning Agency Hearing**

6. A Resolution of the Town Council Approving a Mutual Aid Agreement between the City of Sweetwater and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2346.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2346.14

7. A Resolution of the Town Council Appointing A Member to the Town of Golden Beach Building Regulation Advisory Board.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING A MEMBER TO THE TOWN OF GOLDEN BEACH BUILDING REGULATION ADVISORY BOARD PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2347.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2347.14

8. A Resolution of the Town Council Authorizing the Administration to Apply for an Award Program through the Florida League of Cities (FLC).

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO APPLY FOR AN AWARD PROGRAM THROUGH THE FLORIDA LEAGUE OF CITIES (FLC); PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2349.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2349.14

9. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund (“LETF”) Monies to Provide for a New Dive Boat/Marine Patrol Vessel for the Town’s Marine Patrol Unit.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (“LETF”) MONIES TO PROVIDE FOR A NEW DIVE BOAT/MARINE PATROL VESSEL FOR THE TOWN’S MARINE PATROL UNIT; PROVIDING FOR SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2351.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2351.14

10. A Resolution of the Town Council Authorizing the Payment of \$1,200.00 to the Women’s Breast Health Initiative.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$1,200.00 TO THE WOMEN’S BREAST HEALTH INITIATIVE FOR THE SEVENTH ANNUAL OPEN THE DOOR EVENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2352.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2352.14

Motion to approve was made by Councilmember Rojas, seconded by Councilmember Lusskin.

Consensus vote 5 Ayes 0 Nays. Items N4-N10 pass.

O. TOWN RESOLUTIONS

11. A Resolution of the Town Council Accepting the General Purpose Financial Statements and Single Audit for Fiscal Year 2012/2013.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE GENERAL PURPOSE FINANCIAL STATEMENTS AND THE SINGLE AUDIT FOR FISCAL YEAR 2012/2013 ENDING SEPTEMBER 30, 2013 PREPARED BY KEEFE, MCCULLOUGH & CO., LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2348.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2348.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Mayor Singer spoke on this item.

Town Manager stated that this is the first time since he has been serving as manager that there was not one management criticism of the audit.

12. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund (“LETf”) Monies to Pay-Off the Capital Improvement Refunding Revenue Note Series 2012.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (“LETf”) MONIES TO PAY-OFF THE CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE SERIES 2012 FOR AN ORIGINAL AMOUNT OF \$559,562.52; APPROVING THE PAYMENT TO NORTHERN TRUST BANK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2350.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2350.14

A motion to approve was made by Councilmember Luskin, seconded by Vice Mayor Einstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Aye</u>
Councilmember Luskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Mayor Singer stated that the original purchase price was \$1.5-million. Since then it has been paid down year after year. Recommending to repay the General Fund \$100,000 and the balance of the loans through LETF monies.

Town Manager stated that if it was not for the detached officer program we would not be able to pay off this loan. Since the intent of those lots is to one-day build a municipal service complex that will incorporate the Town's police department, with the majority of the staff being police officers, the Town's legal counsel was consulted to see if this would be a legitimate use of the Town's LETF dollars. If the purpose of the lots were to change, those dollars would need to be repaid to the LETF because the dollars can only be used to build a facility like that. Although this is a big drawn down from the Town's fund, there are other dollars in the pipeline that will help replenish those dollars. Also, LETF dollars cannot be used for recurring police operations.

Attorney Helfman advised that the Town can use these forfeiture funds for the purpose of acquiring law enforcement assets. For a mixed-use building that would be incorporating law enforcement activities, these funds can be used.

13. A Resolution of the Town Council Authorizing the Town Manager to Allocate up to a Total of \$80,000 from the Capital Budget for the Purchase of Furniture, Landscaping and Other Items.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ALLOCATE UP TO A TOTAL OF EIGHTY THOUSAND DOLLARS (\$80,000) FROM THE CAPITAL BUDGET, FOR THE PURCHASE OF FURNITURE, LANDSCAPING AND OTHER ITEMS LISTED ON EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2353.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2353.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

Town Manager stated that the intent is to enhance the Town's beach facilities and create a St. Regis feel at the beach. What types of amenities and features could be added to enhance the beach. Charter prohibits concession stands at the beach, however the Town has tried to come up with year-round programming for food at the beach. He also spoke on the Town's proposal for enhanced landscaping at the beach as well.

Councilmember Bernstein also commented on the idea to create more of a corridor at the beach, but the cost of it was too expensive.

Kathy O'Leary Richards spoke on the proposals that the new rendering for the beach calls for.

Town Manager stated that the Town is trying to enhance the number of amenities that are provided at the beach. Presented a sample of what the Town is proposing for the furniture at the beach.

Councilmember Bernstein spoke on how the new design provides more shaded area without having to install more trees.

Town Manager stated that creating lounge spaces would allow residents to go out to the beach at night and enjoy the facility.

Councilmember Lusskin asked why when it was designed was there a need to indicate the high mean watermark and why that was a part of the design. **Kathy O'Leary Richardson** advised that that is just a design element that is provided on a survey.

Councilmember Lusskin also asked about the concrete fire pit. **Town Manager** advised that they could install a natural gas fire pit that can only be lit and maintained by a Golden Beach employee.

Councilmember Lusskin also asked about the storage space and if it is big enough. **Town Manager** advised that the Town currently has other storage areas that will supplement it.

Alberto Franco, 212 South Island –asked if the grass was an area that residents could sit in? **Kathy O'Leary Richards** advised that they will not be able to sit there.

Toti Fleischman, 403 Golden Beach Drive – asked if the palm trees that are being added are new. **Mrs. O'Leary Richards** advised that some are new, but not all. **Mrs. Fleischman** wanted to know what is the point of adding shade in a place where you cannot sit. **Mayor Singer** advised that the new ones that are being added will be adding

shade to the area near the tiki huts, and the Town can always add more trees later if there is a need for it, but this is a good starting point.

Jessie Mendal, 217 Golden Beach Drive – asked if there has been a study done to measure the ratio of tiki huts and chairs to residents, because there are never enough. She stated that there is a new canopy system that can be attached to four trees that would provide more shade in certain areas.

Town Manager stated that he cannot legally place anything past the lifeguards line of site because his site cannot be obstructed.

Joe Akerman, 456 North Parkway – asked why not maximize the space with another lounge area on the north side? Was it a matter of funding? **Town Manager** advised that it is not a matter of funding it is a matter of trying to balance those residents that came out and spoke about what they felt was important. The Administration does recommend a second lounge area, but at the time, it was recommended to eliminate the lounge area.

Councilmember Bernstein stated that when he and the Town Manager discussed putting another lounge area on the north side, there was an issue of drainage.

**** **Council** and residents agreed to add another lounge area on the north end of the beach.

Mayor Singer asked the Town Manager to now address the furniture color options at the beach. **Town Manager** advised that the Administration had chosen a gold color to give a rich elegant look to the Town, but the choice is ultimately the Councils and the residents. (presented a sample chaise lounge to the Council)

Mayor Singer asked that before the color be addressed, the Town Manager address only the furniture proposal and what furniture options are being proposed. **Town Manager** advised that 100 lounge chairs are being added, and 25 new sand chairs. The Town will not be removing the Adirondack chairs. Also asking to add 25 beach tables, and proposing to add four platform beds to the beach area. **Mayor Singer** recommended only three be added, because of the placement of the beds. **Town Manager** advised that the proposal also calls for 25 new 6 foot stand umbrellas.

Councilmember Lusskin asked if those beds are heavy, or can they be easily moved? **Town Manager** advised that the platforms are anchored in place, but the cushions are not.

Vice Mayor Einstein asked about the umbrellas being anchored in the sand, and whether they will be able to withstand heavy winds. **Town Manager** advised these are umbrellas that are used throughout the east coast of Florida.

Councilmember Lusskin asked if the warranty on the chairs is sufficient and whether they will withstand stains.

Councilmember Bernstein stated that the other thing that was talked about in his meetings with the Town Manager is the replacement of the eight plastic picnic tables.

Mayor Singer stated that what was budgeted does not mean that the Town has to spend it. Every dollar has to be taken out of reserves. Agrees that eventually the picnic tables need to be replaced, but definitely not for spending another \$30,000 on this project. The Town does not have the money.

Town Manager stated that the Council authorized \$213,000 in capital costs in the budget, the Mayor is correct that that doesn't mean the Town has those funds available. The budget ties \$550,000 in reserves. For the Town to spend any money on the beach project, it would need to be taken out of the reserves.

Councilmember Bernstein stated that why not have a few less umbrellas and include the picnic tables.

Councilmember Lusskin agreed that she would rather install a few less umbrellas in order to have the new picnic tables.

Town Manager stated that the umbrellas cost \$245 where the tables cost \$2,900.

Councilmember Einstein stated that the important thing that residents should be aware of is that the Council does these projects in order to not raise taxes. Does the Town want to have these things done by raising taxes?

Town Manager stated that in the interim they could take the picnic tables from the parks and swap them with the tables in the beach. The **Council** disagreed with that, opting not to touch the tables in the parks.

Helene Benenson, 304 South Parkway – stated that she loves the bed, but doesn't like the fact that they are anchored and can't be moved. Also thinks that three beds are not enough. She recommended the Town either make the beds movable, or not have any beds at all.

Toti Fleischman, 403 Golden Beach Drive – does not like the proposed color for the Town's beach furniture. Thinks that something that matches the sand or the ocean would be better.

Councilmember Bernstein stated that they just thought gold was something different and unique, blue was not what was intended.

Rosanna Franco, 212 South Island – first congratulated Council on the work that they have done on the beach. Has two requests – first is uniformity of materials, and second she agrees with Councilmember Bernstein that everything should be done at once, not put some new things in and leave some old things. In addition, she feels that the most elegant colors are colors that are more neutral.

Michael Klinger, 610 North Island – agrees with taking away the beds, adding extra tables, and having uniformity of color and using a more neutral color. Also wanted to know if the Town can discuss the possibility of having food trucks at the beach.

Debbie Abromowitz, 340 Ocean Blvd – agrees with what all of the residents have stated. But inquired as to what the Town actually uses the pavilion for and if that's not an area where the Town could provide a lounge area to provide shade and additional seating.

Mayor Singer summarized the recommendations on the furniture. They will do away with the beds, replace the tables, keep all of the materials the same, and the color the same.

Town Manager stated that they may not be able to achieve the tables being the same color because of the manufacturer options that are available. He also stated that the lounge area might not be the same color either, due to manufacturer constraints.

Councilmember Bernstein stated that he likes something popping; he likes the color coming out. In his opinion, to have a neutral color out there when you have the opportunity to do some dramatic is a mistake.

Mayor Singer stated that he agrees with Councilmember Bernstein, and felt that when the chair was on the beach it gave the beach that wow factor.

Councilmember Lusskin stated that she agrees with some things that have been said, but feels that with just one chair the color pops, imagining the whole beach covered with them, after a few weeks it might get tired.

Mr. Klinger – stated that he agrees that popping is good, but there are too many different styles at the beach with the classic architecture, tiki huts, and the modern chairs. Thinks that toning the color down blends more with the tiki huts and the classical architecture.

Councilmember Einstein stated that he agrees in terms of the elegance factor that blue has that nautical look.

The **Council** decided that the color of the furniture will be dark blue.

Mayor Singer reiterated that the Council approved the landscaping plan, approved the lounge chairs, is requesting to remove the beds and add the picnic tables, the umbrellas will be the same material and color as the chairs. Also asked to amend the resolution to change it from saying not to exceed \$80,000 to say not to exceed \$100,000, but the direction to the Administration is to stay as close to the \$80,000 figure as much as possible.

A motion to approve the amendment was made by Councilmember Bernstein, seconded by Councilmember Lusskin.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Absent</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Absent</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

*** **Vice Mayor Einstein and Councilmember Rojas** had stepped out when the roll call vote was taken.

14. A Resolution of the Town Council Adopting Rules and Regulations for Use of the Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING RULES AND REGULATIONS FOR USE OF THE BEACH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 14
Resolution No. 2354.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2354.14

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein.

Councilmember Bernstein requested that the item be tabled until the next meeting, when the Council has a little more time to discuss it.

Town Manager advised that the next Council meeting will also be a lengthy one.

Mayor Singer thought that it would be good to address the rules and regulations now. He read each of the rules and regulations listed, in order for the Council to make recommendations for changes.

Mayor Singer advised that the Town Manager and staff put a brief summary of what the item addresses.

Councilmember Bernstein stated that this was just circulated for the first time on Thursday, and looking at it with all the other things that were covered, it's just a lot and doesn't feel that it's comprehensive.

Mayor Singer requested to at least go through it and if something isn't agreed on, it can be voted down.

Mayor Singer & the Councilmembers requested the following changes to the rules:

1. No change
2. Requested to change \$500 deposit fee to \$1000 deposit fee
3. No change

4. Increase beach pavilion user permit fee to \$250, and take out language regarding insurance
5. Limit of people attending is 100, at risk of losing the \$1,000 deposit fee
6. 1 police officer for every 30 guests
7. No change
8. No change
9. No change
10. Change it to allow parties to go until 11 p.m. instead of 10 p.m. on Fridays and Saturdays
11. No change
12. No change
13. No change
14. No bounce houses, or other child-related rides or inflatables.
15. No change
16. No change
17. No change
18. No change
19. No change
20. No change
21. No change
22. The beach attendant has the right to move a resident's property if it is left on the beach or on a beach chair for an hour or more, and give it to an officer to put in the property room. If a beach attendant sees a resident leaving the beach, they are to let them know that they cannot leave their property behind for an extended period of time.
23. No change
24. No change
25. No change
26. No change
27. Have beach attendants enforce that residents are to be careful with glass bottles in the beach
28. No change
29. No change
30. No change
31. No change

Town Manager requested the Council bring him any other rules they feel are appropriate.

Mayor Singer advised that the item would be tabled until the next Council meeting. Asked the Town Attorney to make the requested changes in line with the laws, the Council will review the changes and at the next meeting, the item will be voted on.

Mr. Klinger asked what the rules are at the beach regarding food trucks.

Town Manager responded stating that a resident who is having an event at the beach can rent them, however any guest of the beach needs to be able to have access to it. He stated that in item #13 of the agenda there were four discussion components, one of which is a recommendation from the Administration of a series of events including food as a pilot program, which would require the allocation of \$30,000.

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz
None Requested

Town Manager requested that the next council meeting begin at 6 p.m. instead of 7 p.m. The Mayor and Council agreed. Also advised the Council of the events that will be held for the 85th anniversary of the Town. There will be no Memorial Day celebration; it will be recognized at the Town's event on Thursday, as part of the 85th anniversary.

Q. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Councilmember Einstein, seconded by Councilmember Bernstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:40 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: May 20, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Subject: Resolution No. 2355.14 – Selecting Mainguy Landscaping
Services for Landscape and Irrigation Services for the Town of
Golden Beach

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2355.14 as presented.

Background:

The Town engaged the Firm of O'Leary Richards Design Assoc., Inc. to prepare a comprehensive Landscape Maintenance Plan for all of the interior area of Town (see Technical Specifications attached). The plans, provide specifications for the care of our landscaping, testing/maintenance of our irrigation systems, fertilization requirements and proper pesticides. New in this RFQ followed by an RFP was the inclusion of all of the Landscaping needs of our community.

There were nine (9) firms who submitted their qualifications during the RFQ process, of which four (4) were invited to submit an RFP. Unfortunately only three (3) firms responded (see attached spreadsheet) and Mainguy Landscape Services submitted the most competitive proposal. After that time, our selection team met with representatives from Mainguy Landscape Services and conducted a detailed reference check; all which had positive reviews.

I am recommending that we award one (1) comprehensive contract for all of the Town's landscaping needs to Mainguy Landscape Services.

It is important to note that another unique and new beneficial component of this year RFP is that we have called for thousands of recurring planting of small plant materials in the proposal. This has allowed for us to adequately forecast future budgets and ensure timely replacement of plants as they are needed.

We are including Mainguy Landscape Service responses to both the RFQ and RFP for background purposes.

Fiscal Impact:

The maximum total for the Town will be \$477,487.75 if we use all of the allocations allowed in the itemized proposal. (See spreadsheet attached)

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2355.14

A RESOLUTION OF THE TOWN COUNCIL OF GOLDEN BEACH, FLORIDA, SELECTING MAINGUY LANDSCAPING SERVICES FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND MAINGUY LANDSCAPING SERVICES; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") issued Request for Qualifications (RFQ) No. 2014-01 for Landscape and Irrigation Maintenance Service for the public areas of the Town; and

WHEREAS, Mainguy Landscaping Services ("Mainguy") submitted a Proposal in response to the RFQ (the "Proposal"), which has been determined by the Town Council to be the best and most advantageous Proposal submitted to the Town; and

WHEREAS, the Town Council wishes to select Mainguy to provide the Landscape and Irrigation Maintenance Services for the Town to enter into a Professional Services Agreement with Mainguy, substantially in the form attached to this Resolution as Exhibit "A" (the "Agreement"); and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Selection of Mainguy. The Town Council hereby selects Mainguy for the Town's Landscape and Irrigation Maintenance Services.

Section 3. Authorization and Approval of Agreement. The Town Council hereby authorizes and approves the Agreement with Mainguy, in substantially the form attached hereto as Exhibit "A," and the Mayor and/or Town Manager are authorized to execute the Agreement on behalf of the Town, once approved as to final form, content and legal sufficiency by the Town Attorney.

Section 4. Implementation. The Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

[remainder of page intentionally left blank]

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of May, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A"

(Attach Professional Services Agreement between the Town and Mainguy)

PROFESSIONAL SERVICES AGREEMENT

between

TOWN OF GOLDEN BEACH, FLORIDA

and

MAINGUY ENVIRONMENTAL CARE, INC.

for

LANDSCAPE AND IRRIGATION MAINTENANCE

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of _____, 2014 (the “Effective Date”) by and between the **TOWN OF GOLDEN BEACH, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “TOWN”), and **MAINGUY ENVIRONMENTAL CARE, INC.**, a Florida corporation (hereinafter referred to as the “CONSULTANT”), whose principal place of business is 1855 South Flamingo Road, Davie, Florida 33325.

WHEREAS, the TOWN issued Request for Proposals (RFP) No. 2014-01 on January 23, 2014, together with all Addenda thereto (the “RFP”) requesting proposals from qualified contractors or vendors for the purpose of providing landscape and irrigation maintenance services within the Town, as defined on the Service Area Map attached to this Agreement and hereinafter defined (the “Services” or “Project”); and

WHEREAS, the CONTRACTOR submitted a Proposal in response to the RFP (the “Proposal”), which Proposal was selected by the TOWN for the award of this Agreement; and

WHEREAS, the CONTRACTOR is willing and able to perform the Services for the TOWN in accordance with the terms and conditions set forth in the RFP, the Proposal and this Agreement for the Project.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. SCOPE AND SERVICES

1.1 **The RFP.** This Agreement includes the terms and conditions of the RFP and required Technical Specifications for the Project, which are incorporated herein by reference. The Services as defined in Section 1.2 hereof and to be provided and performed with respect to the Project shall be at all times subject to the requirements of the RFP and the Technical Specifications.

1.2 **Scope of Services.** Pursuant to its Proposal attached hereto as Exhibit “A”, the CONTRACTOR shall provide to the TOWN landscape and irrigation maintenance services within the public areas of the Town, including public rights-of-way (including State Road A1A), parks, facilities, and other select areas, as defined on the Service Area Map attached hereto as Exhibit “B”, and at locations shown on the Service Area Map or as determined by the TOWN (the “Service Area”). The Town reserves the right to remove or change specific area locations within the Service Area on a temporary or permanent basis, as deemed appropriate by the Town. The Services and work shall include the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance services, which shall include: litter; trash and debris removal; mowing; edging; hedge trimming; landscape bed maintenance; selective tree trimming; raking; sweeping; weeding; weed-eating; herbicide applications, including preventive and corrective applications; seasonal color insect control and fertilization; irrigation system maintenance, monitoring, replacement, repair and retro-fitting; and seasonal color replacement (the “Services”), which are more specifically set forth in the Technical Specifications of the RFP. The CONTRACTOR shall maintain the Project in accordance with the highest quality landscape maintenance standards consistent with the Technical Specifications set forth in the RFP which shall surpass industry standards. The CONTRACTOR’S Services shall be subject to inspection and approval by the TOWN and the TOWN’S Landscape Architect, who shall indicate items or services that need to be addressed or corrected and the CONTRACTOR shall address and complete same in a timely manner and provide a status report. The CONTRACTOR shall adhere to the landscape maintenance programs and frequency as provided in the Technical Specifications included in the RFP.

SECTION 2. BILLING AND PAYMENTS TO THE CONSULTANT

2.1 **Payment; Invoices.** The TOWN shall pay the CONTRACTOR an annual lump sum base proposal fee in the amount of _____, payable monthly within thirty (30) calendar days of approval by the Town Manager of any invoices submitted by CONTRACTOR to the TOWN. The TOWN shall make payments to CONTRACTOR pursuant to applicable Florida law. Payments shall follow the Schedule of Values and Fee Schedule contained in the Proposal and attached hereto as Exhibit “C.” Payments shall be made for units ordered, placed and accepted by the TOWN in accordance with the Schedule of Values and Fee Schedule attached hereto as Exhibit “C.”

2.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONTRACTOR is disputed, or additional backup documentation is required, the TOWN shall notify the CONTRACTOR within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONTRACTOR shall provide the TOWN with additional backup documentation within five (5) working days of the date of the TOWN’S notice. The TOWN may request additional information, including but not limited to, all invoices, expense records, accounting records, and payment records of the

CONTRACTOR. The TOWN shall, pay to the CONTRACTOR the undisputed portion of the invoice. The parties shall endeavor to resolve the disputed portions in a mutually agreeable fashion.

2.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to this Section 2, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any terms or conditions of this Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of this Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

SECTION 3. TERM/TIME OF PERFORMANCE

3.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial period of three (3) years, unless otherwise terminated pursuant to the terms of this Agreement (the "Term"). The TOWN, in its sole discretion, may extend the term of this Agreement through written notification to the CONTRACTOR from the Town Manager, at least sixty (60) days prior to the expiration of the initial term, for two (2) additional one (1) year periods upon the same terms, conditions and pricing as set forth in this Agreement. In the event that Services are scheduled to terminate either by expiration or by termination by the TOWN, the TOWN, in its sole discretion, may request that the CONTRACTOR continue the Services for a transition period until new Services can be established and operational. This transition period shall not exceed ninety (90) days beyond the expiration date of this Agreement.

3.2 **Commencement.** The CONTRACTOR'S Services under this Agreement and the time frames and schedule applicable to this Agreement shall commence upon the Effective Date. The CONTRACTOR shall not incur any expenses or obligations or incur payment to third parties prior to the issuance of a Notice to Proceed (the "Notice to Proceed") for the Project, and the CONTRACTOR must receive the Notice to Proceed from the Town Manager prior to beginning the performance of the Services.

3.3 **Contract Time.** From and after the receipt of the Notice to Proceed, the CONTRACTOR shall continuously perform the Services to the TOWN, without interruption, for the duration of the Term (the "Contract Time"). Time is of the essence in the performance of the Services and all limitations of time set forth in this Agreement are of the essence.

SECTION 4. TERMINATION OF AGREEMENT

4.1 **Termination.** The TOWN has the right to terminate this Agreement for any reason or no reason, upon seven (7) days' written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding invoices due through the date of notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the Services performed under

this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

4.2 **Payment after Termination.** Provided that the CONTRACTOR has performed in accordance with the terms of this Agreement as of the date of termination pursuant to Section 4.1 above, CONTRACTOR shall receive all payments due to CONTRACTOR for Services rendered and accepted up to the date of termination.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Changes Permitted.** Changes in the Services or the Project consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order (as defined below) without invalidating the terms of this Agreement.

5.2 **Change Order Defined.** "Change Order" shall mean a written order to the CONTRACTOR executed by the TOWN, issued after execution of this Agreement, authorizing and directing a change in the Services, the Project, Payment or the Contract Time, or any combination thereof. The Payment and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Services or the Project, or an adjustment in the Payment or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. Change Order costs shall be determined at a negotiated fee between the parties or based on the Schedule of Values attached hereto as Exhibit "C."

5.4 **Authority to Execute Changes or Requests for Additional Services.** The Town Manager is authorized to negotiate and execute Change Orders, in an amount not to exceed \$25,000.00 per contract. Changes or Requests for Additional Services, which exceed \$25,000.00, shall be approved by the Town Council.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of the Term, shall survive termination of this Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

7.1 The TOWN will assist CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR relating to the Project and allow reasonable access to all pertinent information relating to the Services to be performed by CONTRACTOR.

7.2 The TOWN shall furnish to CONTRACTOR, at the CONTRACTOR'S written request, all available maps, plans, existing studies, reports and other data, pertinent to the Services to be provided by CONTRACTOR, that are in possession of the TOWN.

7.3 The TOWN shall arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform the Services.

SECTION 8. CODE OF ETHICS.

Intentionally Omitted.

SECTION 9. COMPLIANCE WITH LAWS; LICENSES; POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR and any and all of its agents, employees, subconsultants and subcontractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and procedural requirements applicable to the performance of the Services and operations pursuant to this Agreement. The CONTRACTOR shall meet or exceed the applicable requirements of the latest version of the codes and specifications promulgated or published by the Florida Department of Transportation (FDOT), the Occupational Safety Health Act (OSHA), the Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP). The CONTRACTOR is required to enter upon the TOWN'S property and public rights-of-way to perform the Services pursuant to this Agreement and shall obtain all necessary licenses, permits and insurance in connection with such access and right of entry. The CONTRACTOR shall comply with all requirements and the TOWN'S agreements with any other entity or agency which concern the public right-of-way or Service Areas upon which the Services are to be provided.

9.2 The CONTRACTOR shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the Services or work and at all times during the Term of this Agreement, CONTRACTOR shall procure and maintain, at its sole cost and expense, and provide copies to the TOWN, all required licenses, permits and certifications for the performance of the Services and the operations set forth in this Agreement, including but not limited to, a Miami-Dade County Occupational License, a State of Florida Pest Control License, a Certified Pest Control Operator License, Miami-Dade Irrigation Occupational License, and a Certified Arborist Certification. The CONTRACTOR, at a minimum, shall be a member in good standing

of the Florida Nursery, Growers and Landscape Association (FNGLA) and the Tree Care Industry Association (TCIA). Any chemicals and pesticides applied by the CONTRACTOR in the performance of the Services shall be used in strict accordance with federal, state, county, and local laws and regulations. Any use of any chemicals and pesticides shall be reported to the TOWN and shall be applied only by trained and licensed pest control applicators.

9.3 The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of Services or work under this Agreement. The CONTRACTOR shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

9.4 The CONTRACTOR and any and all of its agents, employees, subconsultants and subcontractors shall comply with the applicable wage provisions of Florida law. If the Project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the CONTRACTOR shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 Any and all records, drawings and specifications, as instruments of the Services to be performed (the "Drawings and Specifications"), are and shall become the property of the TOWN whether the Project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the TOWN'S use and occupancy of the Project.

10.2 The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without the TOWN'S prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

SECTION 11. RECORDS/AUDITS

11.1 The CONTRACTOR shall maintain and require all subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Services. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Services. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable. The provisions of Section 119.0701, Florida Statutes, as amended, are hereby incorporated into this Agreement by reference.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement.

SECTION 12. NO CONTINGENT FEE

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Payment, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement or the Services shall not be assigned, transferred or otherwise encumbered, under any circumstances, in whole or in part, by CONTRACTOR, without the prior written consent of the TOWN, in its sole and absolute discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the CONTRACTOR or any subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR'S obligation under this paragraph shall not be limited in any way by the agreed upon Payment, or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection.

15.2 The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, under worker's compensation acts, disability benefit acts, or other employee benefit acts.

15.3 The CONTRACTOR shall not specify or allow any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The CONTRACTOR shall indemnify and hold TOWN and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the CONTRACTOR violates the requirements of this Section 15.

15.4 Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage shall include a minimum of:

16.1 **Worker's Compensation and Employer's Liability Insurance:**
Coverage to apply for all employees for Statutory Limits as required by applicable State

and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the TOWN against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of non-owned and hired motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the TOWN against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The TOWN is to be specifically included as an "Additional Insured" for the liability of the TOWN resulting from operations performed by or on behalf of CONTRACTOR in performance of this Agreement. CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Certificate(s) of Insurance:** Upon execution of this Agreement, the CONTRACTOR shall provide to the Town Manager, the Certificate(s) of Insurance evidencing the required insurance coverage. The Certificate(s) of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The

TOWN reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services, a renewal Certificate(s) of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) of Insurance is subject to approval of the Town Manager.

16.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his or her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the Town Manager, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 CONTRACTOR warrants that the Services to be performed hereunder shall be performed by the CONTRACTOR'S own staff or employees, unless otherwise approved in writing by the TOWN. The TOWN shall approve any and all subcontractors providing Services to the TOWN pursuant to this Agreement. Said approval shall not be construed as constituting an agreement between the TOWN and said other person or firm. The CONTRACTOR'S services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality and under the same or similar circumstances and conditions.

20.2 CONTRACTOR represents that it possesses the requisite skills and shall follow the professional standards and the standard of conduct for consultants or vendors in performing all Services under this Agreement. The CONTRACTOR agrees to use its skill and judgment in furthering the TOWN's interests hereunder and CONTRACTOR shall perform its services in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care. If at any time during the term of this Agreement or the Project for which the CONTRACTOR has provided Services under this Agreement, it is determined that the CONSULTANT's Services or work are incorrect, defective or fail to conform to the terms of this Agreement, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform Services which failed to satisfy the foregoing standard of care and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional inspections, and installation and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's approval, acceptance, use of or payment for all or any part of the CONTRACTOR's services shall in no way alter the CONTRACTOR's obligations or TOWN's rights hereunder.

20.3 CONTRACTOR agrees, within fourteen (14) calendar days of receipt of a written request from the TOWN, to promptly remove and replace any personnel employed or retained by the CONTRACTOR, any subconsultants or subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any personnel of any such subconsultant or subcontractor or other persons employed or utilized by the CONTRACTOR to provide and perform the Services or work pursuant to the requirements of this Agreement, whom the TOWN shall request in writing to be removed, which request may be made by the TOWN.

20.4 If CONTRACTOR allows any work to be performed knowing, or when with the exercise of due care the CONTRACTOR should have known, it to be contrary to any such applicable laws, ordinances, rules, regulations or restrictions and fails to give TOWN written notice thereof prior to performance thereof, CONTRACTOR shall bear all costs, liabilities, and expenses arising therefrom, which costs, liabilities and expenses

shall not be considered a part of CONSULTANT'S fees or any other amounts due hereunder.

20.5 CONTRACTOR hereby represents and warrants that it has reviewed all necessary Project documents and that this Agreement and the RFP, when taken together, fully and accurately describe the Services needed to complete the Project in accordance with the requisite standard of care, and that CONTRACTOR is not aware of any additional work, labor or services that will be required to complete the Project.

20.6 CONTRACTOR hereby represents and warrants that all Services shall comply with all applicable federal, state and local laws, ordinances and building codes.

20.7 CONTRACTOR'S obligations under this Section 20 shall survive termination of this Agreement.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Mainguy Environmental Care, Inc.
Attention: Robert Mainguy, President
1855 South Flamingo Road
Davie, Florida 33325
Phone: (877) 741-3030
Facsimile: (877) 741-3454

FOR TOWN:

Town of Golden Beach
Attn: Alexander Diaz, Town Manager
1 Golden Beach Drive
Golden Beach, FL 33160-2296
Phone: (305) 932-0744
Facsimile: (305) 933-3825

With a copy to:

Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

Town Attorneys
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134
Phone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Payment of this Agreement are accurate, complete, and current at the time of contracting. This Agreement's Payment and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's Payment was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are hereby incorporated by reference.

SECTION 27. NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

SECTION 28. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

ATTEST

**TOWN OF GOLDEN BEACH,
FLORIDA**

Town Clerk

By: _____
Alexander Diaz, Town Manager

Date Executed: _____

**APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
TOWN OF GOLDEN BEACH, FLORIDA, ONLY:**

Town Attorney

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

CONTRACTOR:

**MAINGUY ENVIRONMENTAL CARE
INC., a Florida corporation**

ATTEST:

Secretary

Please type name of Secretary

By: _____

Name: _____

Title: _____

Date Executed: _____

EXHIBIT “A”

(Attach a copy of Mainguy Landscape Services Proposal)

EXHIBIT “B”

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE AREA
(See Service Area Map next page)

EXHIBIT "C"

SCHEDULE OF VALUES AND FEE SCHEDULE



**RFQ #2014-01
TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE**

Submitted By:

Robert Mainguy
Mainguy Landscape Services
1855 South Flamingo Road
Davie, FL 33325
Office (877) 741-3030 / Direct (954) 472-5640

February 26, 2014

Table of Contents

I	Letter of Transmittal
II	Resumes of Key Personnel
III	Pre-Qualification Statement and Questionnaire
IV	Exhibit A "Statement of Services & Capabilities"
V	Interim Financial Statement

LETTER OF TRANSMITTAL

SECTION I

Enclosures

Robert H. Mainy
President
[Handwritten Signature]

Very truly yours,

Thank you very much for your consideration and please contact me directly at (954) 472-5640 if I can answer any questions or provide any additional information.

The undersigned is authorized to make representations for our firm. We acknowledge and affirm that the Key Personnel listed in the RFQ will be used for the project and no substitutions will be allowed without the Town's consent.

Enclosed please find one original and four (4) copies of our response to the above-referenced Request For Qualifications for Landscape & Irrigation Maintenance. Our firm is, in all respects, qualified, licensed and willing to provide all of the work set forth in the aforesaid RFQ.

Dear Mr. Diaz:

Re: RFQ #2014-01 Landscape & Irrigation Maintenance

Alexander Diaz
Town Manager
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

February 26, 2014

1855 SOUTH FLAMINGO ROAD | DAVIE, FL 33325
TEL (954) 741-3000 | (800) 224-2314
FAX (954) 472-4990
WWW.MAINY.COM



RESUMES OF KEY PERSONNEL

SECTION II

Robert H. Mainigny

1855 South Flamingo Road

Davie, FL 33325

Office (877) 741-3030 / Direct (954) 472-5640

Education

Missouri State University
Springfield, MO
Bachelors of Science, Management & Marketing, 1979
Florida Atlantic University
Boca Raton, Florida
Masters of Business Administration, 1981

Experience

Mainigny Environmental Care, Inc.
DBA Mainigny Landscape Services
President
○ Responsible for all aspects of this diversified landscape services firm
○ Provide executive direction and supervision
○ Ensure client satisfaction targets are met
○ Financial oversight and fiscal planning
1999 – Present

Augustine Home Health Care, Inc.
Chief Operating Officer
○ Responsible for all operating affairs of this national home health care firm
○ Developed and implemented operating policies and procedures
○ Obtained licensure in various states throughout the country
○ Hired, developed and supervised Program Managers at company's branch offices
○ Facilitated marketing and sales activities throughout the United States
1996 – 1999

Preferred Retirement Communities, Inc.
Executive Vice President
○ Assisted with conceptualization, design and development of senior living communities
○ Developed and implemented operating policies and procedures for all staff positions
○ Hire key department heads and direct their daily activities
○ Responsible for all aspects of operations of substantial senior living community
○ Full budget and financial performance responsibilities
1986 - 1996

Licenses & Certifications

- Certified Pest Control Operator, State of Florida
- Licensed Irrigation Contractor, Broward County, Florida
- Certified Arborist, International Society

Additional Information

- Availability for Proposed Contract – 100% as needed
- Fluency in Speaking and Writing the English Language – Excellent

Client References

- William Vest
Operations Director
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Tel (941) 240-8075
- Dennis Baldis
Field Supervisor
Governmental Management Services, Inc.
5385 North Nob Hill Road
Sunrise, FL 33351
Tel (954) 721-8681
- Cathy Decker
District Manager
Special District Services, Inc.
2501-A Burns Road
Palm Beach Gardens, FL 33401
(561) 630-4922

Rolando Sanchez

1855 South Flamingo Road

Davie, FL 33325

Office (877) 741-3030 / Direct (954) 472-5640

Education

Kaiser College
Pembroke Pines, Florida
Business Administration

Experience

2008 – Present
Mainguy Environmental Care, Inc.
DBA Mainguy Landscape Services
General Manager
○ Responsible for daily operations of this diversified landscape services firm
○ Provide direction and supervision of work crews and field operations
○ Direct client relations and problem resolution responsibilities
○ Conduct business development activities

1998 – 2008
Stiles Landscape Company
Business Developer/Account Manager
○ Attained progressive responsibility at this regional landscape firm
○ Conduct business development activities and prepare reports as appropriate
○ Provide direction and supervision of work crews and field operations
○ Direct client relations and problem resolution responsibilities

1985 - 1998
Garden Leader Corporation
Account Manager
○ Provide direction and supervision of work crews and field operations
○ Direct client relations and problem resolution responsibilities
○ Conduct business development activities from time-to-time

Additional Information

- Availability for Proposed Contract – 100% as needed
- Fluency in Speaking and Writing the English Language – Excellent

Client References

- William Vest
Operations Director
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Tel (941) 240-8075
- Dennis Baldis
Field Supervisor
Governmental Management Services, Inc.
5385 North Nob Hill Road
Sunrise, FL 33351
Tel (954) 721-8681
- Cathy Deckert
District Manager
Special District Services, Inc.
2501-A Burns Road
Palm Beach Gardens, FL 33401
(561) 630-4922

PRE-QUALIFICATION STATEMENT AND QUESTIONNAIRE

SECTION III

V. CONTRACTOR'S PRE-QUALIFICATION STATEMENT AND QUESTIONNAIRE

PROJECT: TOWN OF GOLDEN BEACH LANDSCAPE & IRRIGATION MAINTENANCE
OWNER: TOWN OF GOLDEN BEACH

NAME OF CONTRACTOR: Maigny Environmental Care, Inc. DBA Maigny Landscape Services

A. INSTRUCTIONS

1. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
2. The Town of Golden Beach shall be entitled to contact every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. The contractor, by completing this questionnaire, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the Town.
3. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the Town is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Town any subsequent agreement between the Town and the contractor.
4. If there are any questions concerning the completion of this form, the contractor is encouraged to contact Lissette Perez, Town Clerk, (305) 932-0744.

B. GENERAL BACKGROUND

1. Current name, address, telephone, and fax of contractor:

Company Name: Maigny Environmental Care, Inc. DBA Maigny Landscape Services
Address: 1855 South Flamingo Road

City: Davie State: Florida Zip: 33325
Phone: (877) 741-3030 Fax: (877) 741-3454

Email Address: mail@maigny.com

Address of company yard that crews will be primarily be working out of for the Town:

1855 South Flamingo Road, Davie, FL 33325

Location of company headquarters and offices: 1855 South Flamingo Road, Davie, FL 33325

Contractor's License No.: Multiple. Please see Exhibit A attached hereto.

11. Name and addresses of current affiliated companies (parent, subsidiary, divisions):

10. If other than a corporation or partnership, describe organization and name principals:

e. Name and Title of Principal Officers
d. Name and Title of Qualifying Agent
c. Nature of Partnership (General, Limited, or Association)

b. Name and address of all partners (state whether general or limited partnership):
a. Date of Organization:

9. If an individual or a partnership, answer the following:

f. Treasurer's Name: Robert H. Mainguy
e. Secretary's name: Robert H. Mainguy
d. Vice President's Name: Robert H. Mainguy
c. President's Name: Robert H. Mainguy
b. State of Incorporation: Florida
a. Date of Incorporation: 03-25-2004

8. If a corporation, answer the following (attach a copy of Corporate Certificate):

7. Under what other or former names has your organization operated (if any)?
Mainguy Industries, Inc. DBA Mainguy Landscape

6. How many years has your organization been in business under its present business name?
10 years

5. How many years has your organization been in business as a landscape maintenance contractor: 14.5 years

4. Number of permanent employees: 75

Years in that position: 14.5

3. Current president or chief operation officer:
Robert H. Mainguy

2. Previous name and/or address of contractor, if any:
Mainguy Industries, Inc. DBA Mainguy Landscape

a. Is this Contractor in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify details, circumstances, and prospects for resolution).

E. LOANS

No

b. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

No

a. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

D. BANKRUPTCIES

- f. Name of firm preparing financial statement and date thereof
- e. earned surplus, and retained earnings, and
- d. Other liabilities, i.e., capital, capital stock, authorized and outstanding shares per values, income taxes, advances, accrued salaries, and accrued payroll taxes,
- c. Current liabilities, i.e., accounts payable, notes payable, accrued expenses, provision for
- b. Other assets
- a. Net fixed assets,
- accrued income, deposits, materials inventory, and prepaid expenses.
- a. Current assets, i.e., cash, joint venture account, accounts receivable, notes receivable,

Attach a professionally prepared financial statement with the Town's ability to audit upon request, including contractor's latest balance sheet and income statement showing the following items:

1. FINANCIAL STATEMENTS

C. FINANCIAL STATUS

YES X NO _____

12. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

e. If the answer to (4) is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

d. Have Performance or Payment Bond claims ever been made to a surety for this Contractor on any project, past or present?
No

c. Name, address, and telephone number of current surety agent or underwriting contact.
Not applicable

b. Please identify the Contractor's surety company and the current line of bonding credit that company has extended to Contractor (attach letter from surety as evidence of bonding capacity):
Not applicable

a. What is the Contractor's current bonding capacity with a contract surety company for a single project? TBD in the aggregate? TBD

F. BONDING

No

Walnut Creek Community Development District

Memorial Health System

City of North Port, Florida

b. List at least three projects, by size, type, and duration that the proposed project manager has supervised in the last five years for the Contractor, or for any other company.

the last five years.

experience. Mr. Sanchez has been employed by Maininguy Landscape Services for

Rolando Sanchez. Please see Exhibit A for Mr. Sanchez's biographical and professional

a. List the name, qualifications, and background of your proposed project manager for this project. (Include the names and addresses of companies he/she has been affiliated with in the last five years and provide resume). List the experience they have they in supervising landscape and irrigation maintenance.

I. PROPOSED PROJECT MANAGER

G. PROPOSED PROJECT PERSONNEL AND RESOURCES

No

g. In the past five years, has any surety company refused to bond the Contractor's parent or subsidiaries, on any project? (If the answer is yes, please specify the reasons given for that refusal, and the name of the surety company.)

No

f. In the past five years, has any surety company refused to bond the Contractor on any project? (If answer is yes, specify the reasons given for that refusal, and the name and address of the surety company that refused to bond.)

Robert Mainigny holds the following licenses and certifications:

Certified Pest Control Operator

Licensed Irrigation Contractor

Certified Arborist

b. Specify employees or principles holding or having any specialized training, education, certifications or experience (ISA certifications, FNGLA Maintenance Certification, University degrees, Irrigation Technician certification, certified arborist, Florida Pest Control Applicator License, etc.)

Employees are subject to a rigorous pre-service and in-service education and job training program administered by the company's Chief Training and Safety Officer.

3. PROPOSED EMPLOYEES
a. How are employees trained?

Not applicable

b. List at least three projects, by size, type, and duration that the proposed job superintendent has supervised in the last five years, for the Contractor, or for any other company.

Not applicable

2. PROPOSED SUPERINTENDENT
a. List the qualifications and background of your proposed job supervisor (if different from the project manager) and include the names and addresses of any companies he/she has been affiliated with in the last five years and provide resume. List the experience they have they in supervising landscape and irrigation maintenance.

1. List all contracts of reasonably similar nature, scope, percent complete and duration performed by your company in the last five years. Complete the forms in this questionnaire with the requested

H. COMPANY EXPERIENCE - SIMILAR CONTRACTS

located at 1855 South Flamingo Road, Davie, FL 33325.

All equipment is maintained in-house at our Maintenance & Repair Facility

b. By what means is your equipment maintained?

Please see Vehicles & Equipment List contained in Exhibit A.

a. Provide a list of equipment and other resources owned or leased by your firm that pertain directly to the execution of the work specific to this project (specify if owned or leased).

6. LIST OF EQUIPMENT AND RESOURCES

is implemented as appropriate.

trees in order to ascertain any insect/disease issues that may exist. Intervention

Our IPM Program consists of regularly scheduled inspections of the turf, shrubs and

a. Describe your companies IPM (Integrated Pest Management) policy.

5. INTEGRATED PEST MANAGEMENT POLICY

No subcontractors will be used. All services will be provided directly in-house.

a. List your proposed subcontractors that you intend to utilize for this service.

4. PROPOSED SUBCONTRACTORS

Robert Mainy

designated project manager?

c. Who will the contact person in case there is a need to resolve problems above the level of the

information for each project. Note, a failure to complete the attached forms and to provide the information requested for each project may result in the disqualification of the Contractor.

City of North Port, Florida

City of Bonita Springs, Florida

City of Oakland Park, Florida

Memorial Health System

Walnut Creek Community Development District

2. List all past experience with maintenance contracts that your company has performed for the Town of Golden Beach, including any current work still under contract.

None

3. List current and projected workload for all maintenance contracts:
Our current workload is extensive, with all contractual duties being well-performed, resulting in a very high level of customer satisfaction. We project normal growth in our workload consistent with our stature and standing in the market.

4. Of the projects listed "1" above, identify any that was the subject of a claim or lawsuit by, or against, the Contractor. Identify in your response the nature of such claim or lawsuit, the court in which the case was filed, and the details of its resolution.

None

2. LAWSUITS
List all construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

None

1. ARBITRATIONS
List all construction arbitration demands filed by, or against, the Contractor in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

1. LEGAL PROCEEDINGS

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? YES (NO) If yes, attach a separate sheet of explanation.

Name Robert Maigny
Title President

8. List name and title of persons in your company who are authorized to enter into a contract with the Town of Golden Beach, Florida for the proposed work should your company be the successful Proposer.

No

7. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

All services are provided in-house directly by our staff. No subcontractors are used.

5. The following work is performed with our own forces:

.094

State your current Insurance Experience Modification factor.

6.

None

Identify below and submit any OSHA citations and any fines that may have been imposed on your company or organization in the past five years. If bidder is a joint venture of partnership, list citations for both firms.

5.

None

Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health administration concerning the project safety practices of the Contractor in the last five years. Identify the nature of any proceeding and its ultimate resolution.

4.

None

Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five years concerning any labor practices of the Contractor. Identify the nature of any proceeding and its ultimate resolution.

3.

OTHER PROCEEDINGS

None

J. REFERENCES

7. Identify any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any State revenue department, concerning the tax liability of the Contractor (other than audits) in the last five years. Identify the nature of any proceeding and its ultimate resolution.

None

8. Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? (If the answer is yes, please attach a complete and detailed report with your responses to their Questionnaire.)

No

9. Has your organization, any officer, partner or qualifying agent thereof ever been party to any criminal procedure as a result of or rising from contracting operations, which has resulted in a conviction, or plea bargain admitting guilt? YES NO

10. If the answer to question #7, above is "yes", State the case number, court, nature of charge, the name of the parties, sentence and fine, if any. Attach documents to this Form/Application.

1. Provide trade references naming contact person, telephone number:

Port Consolidated, Melissa Bernard, (954) 522-1182

Green Thumb, Sharon Biesterfeld, (954) 344-0760

Parish Nursery, Wes Parrish, (954) 680-3544

Broward Pump, Justin, (954) 583-6202

2. Provide Bank References naming contact person, telephone number:

David Mirantz, Bank United, (954) 427-6390

K. AGENCY REFERENCES

Proposer's shall submit as a part of their Proposal package, a list of Agencies, with Address, Telephone & Fax Numbers, and Contact person at the department of all governmental or municipal Agencies for which your firm has provided LANDSCAPE AND IRRIGATION MAINTENANCE services within the past five (5) years.

Name: City of North Port

Contact Name: William Vest, Operations Director

Address: 4970 City Hall Boulevard, North Port, FL 34286

Telephone No.: (941) 240-8075

Fax No.: (941) 280-8088

Cell Phone No.: unpublished

Email: wvest@cityofnorthport.com

Date of Contract: 06-28-2010

Contract Amount: \$419,825/annum

Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control

Contracted Date of Completion: Contract still underway

Name: City of Oakland Park

Contact Name: Charles Livio

Address: 3650 NE 12 Avenue, Oakland Park, FL 33334

Telephone No.: (954) 630-4511

Fax No.: (954) 630-4352

Cell Phone No.: unpublished

Email: charlesl@oaklandparkfl.org

Date of Contract: 11-04-2009

Contract Amount: \$111,327/annum

Work Performed: Landscape Maintenance, Tree Pruning, Landscape Installation

Contracted Date of Completion: 11-03-2011

Name: City of Bonita Springs

Contact Name: Jason Jaccorino, Maintenance Supervisor

Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

Telephone No.: (239) 949-6262

Fax No.: (239) 949-6239

Cell Phone No.: unpublished
Email: jason.jaccorino@cityofbonitasprings.org

Date of Contract: 10-24-2010 Contract Amount: \$53,750/annum

Work Performed: Landscape Maintenance, Irrigation Maintenance, Fertilization & Pest Control

Contracted Date of Completion: 11-30-2013

Name: Walnut Creek Community Development District

Contact Name: Cathy Decker, District Manager

Address: 2501-A Burns Road, Palm Beach Gardens, FL 33401

Telephone No.: (561) 630-4922

Fax No.: (561) 630-4923

Cell Phone No.: unpublished

Email: cdecker@sdsinc.com

Date of Contract: 04-25-2008

Contract Amount: \$431,525/annum

Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control

Contracted Date of Completion: Contract still underway

Name: Lakes by the Bay Community Development District

Contact Name: Dennis Baldis, Field Supervisor

Address: 5385 North Nob Hill Road, Sunrise, FL 33351

Telephone No.: (954) 721-8685

Fax No.: (954) 721-9202

Cell Phone No.: unpublished

Email: dbaldis@govmgtstvc.com

Date of Contract: 01-25-2011

Contract Amount: \$251,936/annum

Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control

Contracted Date of Completion: Contract still underway

I. OTHER REFERENCES

Proposer's shall submit as a part of their RFP package, References, with Address, Telephone & Fax Numbers, and Contact person at department of all non-governmental entities for which your firm has provided landscape and irrigation maintenance services within the past five (5) years.

Name: Memorial Health System

Contact Name: Jackie Ryan, Director RFP Sourcing

Address: 2900 Corporate Way, Miramar, FL 33025

Telephone No.: (954) 276-5490

Fax No.: (954) 276-6054

Cell Phone No.: unpublished
 Date of Contract: 08-21-2005
 Contract Amount: \$118,200/annum
 Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control
 Contracted Date of Completion: Contract still underway

Telephone No.: (954) 839-2687
 Fax No.: (954) 839-8559
 Email: dlorello@miamimaintenance.com
 Cell Phone No.: unpublished

Name: The Meadow Run Association, Inc.
 Contact Name: Danielle Lorello, Property Manager
 Address: 1145 Sawgrass Corporate Parkway, Sunrise, FL 33323

Telephone No.: (561) 333-6050
 Fax No.: (561) 649-0188
 Email: mayra.nall@banyanproperty.com
 Cell Phone No.: unpublished
 Date of Contract: 02-10-2007
 Contract Amount: \$306,000/annum
 Work Performed: Landscape Maintenance, Tree Pruning, Landscape Installation
 Contracted Date of Completion: Contract still underway

Telephone No.: (954) 752-8119
 Fax No.: (954) 752-3352
 Email: darlene@unitedproperty.net
 Cell Phone No.: unpublished
 Date of Contract: 11-07-2007
 Contract Amount: \$278,850/annum
 Work Performed: Landscape Maintenance, Tree Pruning, Fertilization & Pest Control
 Contracted Date of Completion: Contract still underway

Name: Victoria Grove Homeowners Association, Inc.
 Contact Name: Mayra Nall, Property Manager
 Address: 2328 South Congress Avenue, Suite 1-C, West Palm Beach, FL 33406

Telephone No.: (954) 752-8119
 Fax No.: (954) 752-3352
 Email: darlene@unitedproperty.net
 Cell Phone No.: unpublished
 Date of Contract: 11-07-2007
 Contract Amount: \$278,850/annum
 Work Performed: Landscape Maintenance, Tree Pruning, Fertilization & Pest Control
 Contracted Date of Completion: Contract still underway

Telephone No.: (954) 752-8119
 Fax No.: (954) 752-3352
 Email: darlene@unitedproperty.net
 Cell Phone No.: unpublished
 Date of Contract: 11-07-2007
 Contract Amount: \$278,850/annum
 Work Performed: Landscape Maintenance, Tree Pruning, Fertilization & Pest Control
 Contracted Date of Completion: Contract still underway

Name: Bridgewater at Plantation Community Association, Inc.
 Contact Name: Darlene Perez, Property Manager
 Address: 11784 West Sample Road, Coral Springs, FL 33065

Telephone No.: (954) 752-8119
 Fax No.: (954) 752-3352
 Email: darlene@unitedproperty.net
 Cell Phone No.: unpublished
 Date of Contract: 02-01-2012
 Contract Amount: \$405,644/annum
 Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control
 Contracted Date of Completion: 02-01-2015 (with optional renewal terms)

Please see Exhibit A "Statement of Services & Capabilities"

Please list any additional information that you believe would assist the Town in evaluating the possibility of using your company for these services (use separate sheet if needed).

COMMENTS

Please enclose copies of your Contractor's License(s) and Current Certificates of Insurance for General Liability, Automobile Liability, and Worker's Compensation Insurance. The Contractor must have a MIAMI-DADE County Occupational License, State of Florida Pest Control License, Certified Pest Control Operator License, Miami-Dade Irrigation Occupational License and ISA Certified Arborist Certification prior to beginning Work or Services under any Contract awarded.

LICENSES AND INSURANCE

Name: The Inverrary Association, Inc.

Contact Name: Anita Villalon, Property Manager

Address: 4373 Rock Island Road, Lauderhill, FL 33319

Telephone No.: (954) 739-1600 Fax No.: (954) 739-1604

Cell Phone No.: unpublished Email: anitavillalon@aol.com

Date of Contract: 06-01-2002 Contract Amount: \$155,000/annum

Work Performed: Landscape Maintenance, Irrigation Maintenance, Tree Pruning, Fertilization & Pest Control

Contracted Date of Completion: Contract still underway

**RFQ #2014-01
LANDSCAPE AND IRRIGATION MAINTENANCE
RESPONDENT'S CERTIFICATION**

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Town or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the Town of Golden Beach or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: Manguy Landscape Services

DATE: February 25, 2014

SIGNATURE: *Robert Manguy*

NAME & TITLE, TYPED OR PRINTED: Robert Manguy, President

MAILING ADDRESS: 1855 South Flamingo Road

CITY, STATE, ZIP CODE: Davie, FL 33325

TELEPHONE NUMBER: (954) 472-5640

STATE OF FLORIDA)
()
COUNTY OF BROWARD)
()
()

The foregoing instrument was sworn to and subscribed before me this 25th day of February, 2014 by Robert Manguy who is personally known to me or produced as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Alejandra M. Sanchez
Commission # BE067698
Expires: MAR. 06, 2015
BONDED THROUGH ATLANTIC BONDING CO, INC.
NOTARY PUBLIC, State of Florida
Print Name: Alejandra Sanchez
Commission No.: BE067698

[Signature]

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF GOLDEN BEACH, FLORIDA
by: Robert Maigny

(print individual's name and title)
for: Maigny Environmental Care, Inc. dba Maigny Landscape Services

(print name of entity submitting sworn statement)

whose business address is: 1855 South Flamingo Road, Davie, FL 33325

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-0944467

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature
[Handwritten Signature]

Sworn to and subscribed before me this 25th day of February, 2014.

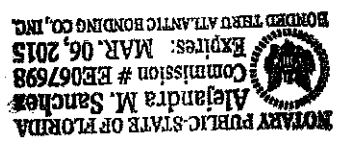
Personally known Robert Mangrum
OR

Produced identification _____

Type of identification _____

Name of Notary [Handwritten Signature]
Notary Public - State of Florida
My commission expires: 03/06/15

Printed typed or stamped commissioned name of notary Alejandra Sanchez
public



**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the TOWN OF GOLDEN BEACH, FLORIDA
by: Robert Mainy

(print individual's name and title)
for: Mainy Environmental Care, Inc. dba Mainy Landscape Services

(print name of entity submitting sworn statement)
whose business address is: 1855 South Flamingo Road, Davie, FL 33325

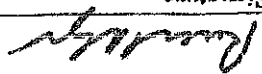
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-0944467
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to
comply with, and assure that any subcontractor, or third party contractor under this project complies with all
applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to
employment, provision of programs and services, transportation, communications, access to facilities,
renovations, and new construction.

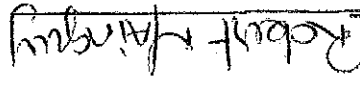
The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47
USC Sections 225 and 601 including Title I, Employment; Title II, Public Services; Title III, Public
Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V,
Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513,
Florida Statutes;
The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature


Sworn to and subscribed before me this 25th day of February, 2014.

Personally known
OR
Produced identification


Type of identification
Produced identification
My commission expires: 08/06/15
Notary Public - State of Florida
Alexandra Sanchez

NOTARY PUBLIC, STATE OF FLORIDA
Alexandra M. Sanchez
Commission # EE067698
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.
Printed, typed or stamped commissioned name of notary

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

I, Robert Maingy, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Town of Golden Beach (the "Town") are (Post Office addresses are not acceptable), as follows:

20-0944467

Federal Employer Identification Number (If none, Social Security Number)

Maingy Environmental Care, Inc.

Name of Entity, Individual, Partners or Corporation

Maingy Landscape Services

Doing Business As (If same as above, leave blank)

1855 South Flamingo Road, Davie, FL 33325
Suite Town State Zip Code
Street Address

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name Address Ownership

Robert H. Maingy 1855 South Flamingo Road, Davie, FL 33325 100 %

%

%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows:

None

Signature of Affiant

Robert H. Mainyuy

Robert H. Mainyuy

Print Name

Sworn to and subscribed before me this 25th day of February, 2014.

Personally known

Robert H. Mainyuy

OR

Produced identification

Type of identification

My commission expires: 03/31/15

Notary Public State of Florida

[Signature]

Printed, typed or stamped commissioned name of notary

Alejandra Sanchez

public

NOTARY PUBLIC-STATE OF FLORIDA
Alejandra M. Sanchez
Commission # E0067698
Expires: MAR. 06, 2015
BONDED THROUGH ATLANTIC BONDING CO., INC.

EXHIBIT A
“STATEMENT OF SERVICES & CAPABILITIES”

SECTION IV

February 26, 2014

STATEMENT OF SERVICES & CAPABILITIES



INTRODUCTION

As one of the area's leading landscape services firms, MainGuy Landscape Services provides a comprehensive range of services to homeowners associations, condominium associations, property management firms, and other commercial property owners throughout South Florida.

Services include Landscape Design & Installation, Grounds Maintenance & Horticultural Services, Tree Trimming & Arboricultural Services, Irrigation Systems Repair & Maintenance, and Turf and Ornamental Fertilization & Pest Control.

By providing superior-quality services in a reliable and consistent manner, MainGuy Landscape Services has achieved a growth rate at the top of its market and enjoys a growing reputation as one of the premiere landscape services firm in South Florida.

COMPANY BACKGROUND & BIOGRAPHICAL INFORMATION

Mainguy Landscape Services provides a broad range of landscape services to homeowners' associations, property management firms and other property owners throughout South Florida. In short, our objective is to provide superior-quality services in a reliable and consistent manner so as to fulfill our clients' expectations and gain a position of prominence in the industry. A Company Profile and Vehicles/Equipment Schedule is attached hereto for your review. Please see Exhibits "A" and "B", respectively.

Mainguy Landscape Services was formed by brothers Rob and David Mainguy in 1999 to acquire two (2) small landscape services firms. After completing the acquisition, the company began conducting business under the trade name "Mainguy Landscape Services", and has thrived in the South Florida market since. Since its inception, the firm has achieved a compounded growth rate of more than 30% per year.

Throughout the years, the focus of the firm has remained on fulfilling clients' objectives in a professional, intelligent and cost-effective manner. Today the firm ranks among the largest contractors in its market, and offers a full-range of landscape services to homeowners association, condominium associations, property management firms, and other commercial property owners throughout South Florida.

Today, the firm is headed by Rob Mainy, age 51, who serves as President and oversees the daily operations of the firm. Rob earned a Bachelor of Science degree in Management from Southwest Missouri State University in 1979, and a Masters degree in Business Administration from Florida Atlantic University in 1981. Prior to founding Mainy Landscape Services, Rob was a principal in the firm of Preferred Retirement Communities, Inc., which developed, owned and operated some of the finest senior living communities in the nation. During this experience, Rob gained invaluable experience in directing a substantial and diverse staff of service providers. In addition, Rob was one of the founders of Preferred Home Health, Inc., a substantial home health services firm, which provided a broad range of medical services to individuals in Dade, Broward and Palm Beach counties. After helping complete a successful sale of the senior living communities and home health firm to Apartment Investment and Management Company (AIMCO), the largest RIT in the United States, Rob worked with his partners to launch Augustine Home Health Care (www.ahtc.com), a national home health development and franchise firm. As Chief Operating Officer of this firm, Rob was responsible for establishing and stabilizing branch office operations throughout the United States. After a successful start-up resulting in the opening of more than twenty (20) branch offices in multiple states, Rob decided to develop a local business in order to have more time at home with his family.

The firm has a full complement of managerial and supervisory personnel. In each instance, a member of the senior management team supervises all work performed to ensure that the Company's standards of quality are upheld. The firm adheres to set of core beliefs and values that guide its daily operations, and which serve as the cornerstone of the relationships it enjoys with its many clients.

The firm also provides a full array of ancillary services such as tree trimming and arboricultural services, irrigation systems repair and maintenance, and turf and ornamental fertilization and pest control.

Mainguy Landscape Services has become the preferred provider of superior quality landscape services to properties of distinction throughout South Florida. The firm has a broad range of capabilities, from landscape design and installation to grounds maintenance and horticultural services. The firm also provides a full array of ancillary services such as tree trimming and arboricultural services, irrigation systems repair and maintenance, and turf and ornamental fertilization and pest control.

expectations and objectives are being met.

Rolando Sanchez, age 43, serves as General Manager. Rolando has been involved in the landscape industry in South Florida for his entire professional career. He has held a number of important positions with several prominent landscape firms, ranging from Account Manager and Regional Manager to Director of Development. He brings a long career of experience and expertise to the firm, and works diligently to ensure that the company's quality control standards are upheld and that our clients' expectations and objectives are being met.

fertilization of turf, trees and ornamentals is an essential building

- **Turf and Ornamental Fertilization & Pest Control – Proper**

identifies any issues or problems that need attention.

prepared quarterly which evaluates the condition of the property and

feature of our service, a detailed Property Inspection Report is

landscape professionals know how to make an immediate impact. As a

From sound horticultural practices to the finishing touches, our staff of

private clubs and schools, and office parks throughout South Florida.

maintains upscale residential developments, retail shopping centers,

- **Grounds Maintenance & Horticultural Services – The Company**

and that the maintenance regimen it requires is practical.

is given to ensure that all material is appropriate for the environment

remedial improvements to large-scale projects. In all cases, attention

and/or install landscapes of various sizes; ranging from routine

- **Landscape Design & Installation – The Company is able to design**

A more detailed explanation of these services follows:

maintenance, and tree trimming and removal.

and ornamental fertilization and pest control, irrigation systems repair and

design and installation, grounds maintenance and horticultural services, turf

The Company provides a broad range of services, including landscape

SERVICES PROVIDED

services.

By providing well-defined services through a competent staff in a reliable and consistent manner, the Company has achieved a high level of customer satisfaction and a growing reputation as a provider of superior-quality tree care needs.

to hazard pruning and complicated removals, we can handle all of your a Registered Certified Arborist. From annual maintenance trimming Standard and applicable municipal codes. All pruning is supervised by experienced arborists in accordance with the ANSI A300-1995

• **Tree Trimming & Removal** – All trimming is performed by good operating condition.

ensures the system is functioning properly and all components are in maintenance program consisting of scheduled monthly inspections are experienced in all phase of irrigation systems. An ongoing monthly inspections to complicated re-configurations, our technicians

• **Irrigation Systems Repair & Maintenance** – From regular grounds.

fertilizations, you can have confidence in our stewardship of your more specialized services such as insect/disease control and deep root unique needs of your property. From routine fertilization programs to recommend a program that is cost-effective and appropriate for the block in the overall health and appearance of your grounds. We can

SUMMARY

Thank you for considering Manguy Landscape Services for your property. Manguy Landscape Services represents a truly-unique service option and we appreciate your taking the time to learn more about us.

From the beginning, we've operated our business with one clear objective in mind...to become the preferred landscape services firm in our market by consistently fulfilling our clients' objective. By remaining focused on this fundamental principle, we've achieved a growth rate that's at the top of the market, and have been blessed to work with many outstanding individuals and properties.

We would be delighted to provide whatever additional information you may need about our capabilities. Of course, one of our representatives is always available to meet with you in order to answer any questions you may have.

Thanks again for considering our firm and please know that we would appreciate the opportunity to work along with you to achieve your objectives for your property.

Company Profile

Exhibit "A"

Name of Company: Mainguy Environmental Care, Inc.
d/b/a Mainguy Landscape Services

Corporate Address: 1855 South Flamingo Road
Davie, FL 33325

Telephone Numbers: (877) 741-3030 Telephone
(877) 741-3454 Facsimile

Web Site: mainguy.com

Key Personnel: Rob Mainguy, President
Direct (877) 741-3020
mainguy@mainguy.com
Rolando Sanchez, General Manager
Direct (877) 741-3457
rsanchez@mainguy.com

Services Offered: Landscape Design & Installation
Grounds Maintenance & Horticultural Services
Tree Trimming & Arboricultural Services
Irrigation Systems Repair & Maintenance
Turf and Ornamental Fertilization & Pest Control

Markets Served: Broward County
Palm Beach County
Dade County
Collier County
Lee County
Sarasota County

COMPANY PROFILE



Licensure:

Robert H. Mainigny
ISA Certified Arborist No. FL-09484A

State of Florida Department of Agriculture
Certified Pest Control Operator
License No. JB167038
Expiration 12/31/2014

State of Florida Department of Agriculture
Licensed Dealer in Agricultural Products
License No. 12162
Expiration 5/14/2014

State of Florida Department of Agriculture
Certificate of Nursery Registration
License No. 47234112
Expiration 9/26/2014

Insurance Coverage:

Commercial General Liability Insurance
Horca
Limits: \$1 million per Occurrence; \$2 million in Aggregate
Policy Period: 7/6/2010 - 7/6/2014

Commercial Umbrella Liability Insurance
Horca
Limits: \$5 million per Occurrence; \$5 million in Aggregate
Policy Period: 7/6/2010 - 7/6/2014

Commercial Automobile Insurance
Horca
Limits: \$1,000,000 Per Accident
Policy Period: 7/6/2010 - 7/6/2014

Workers' Compensation Insurance
Horca
Limits: Statutory Limits
Policy Period: 1/15/2013 - 1/15/2014

Banking Information:

BankUnited, N.A.
Contact: David Mirantz, Vice President
2201 West Hillsboro Boulevard
Deerfield Beach, FL 33342

Credit References:

GE Capital Small Business Finance
P.O. Box 953380
St. Louis, MO 63195-3380

Legal Counsel:

Ally (formerly GMAC)

P.O. Box 78234

Phoenix, AZ 85062-8234

Sheffield Financial Equipment Financing

P.O. Box 580229

Charlotte, NC 28258-0229

Randy M. Bennis, Esq.

Martin & Bennis, P.A.

319 Southeast 14th Street

Fort Lauderdale, FL 33316

Vehicle & Equipment List

Exhibit "B"

- 2013 Chevrolet 2500 Pickup Truck
- 2013 Chevrolet 2500 Pickup Truck
- 2013 Isuzu NPR with 600 gallon Spray Body
- 2012 Isuzu NPR with 14' Landscape Bod
- 2010 Isuzu NPR with 14' Landscape Body
- 2007 Isuzu NPR with 14' Landscape Body
- 2003 Isuzu NPR with 14' Landscape Body
- 2002 Isuzu NPR with 14' Landscape Body
- 2000 Isuzu NPR with 14' Landscape Body
- 2012 Ford F-3250 Pick-Up Truck with Dump Body
- 2012 Chevrolet 2500 Pick-Up Truck
- 2010 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2007 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2005 Chevrolet 3500 Pick-Up Truck
- 2006 Chevrolet 3500 Pick-Up Truck
- 2006 Chevrolet 3500 Pick-Up Truck
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2004 Chevrolet 3500 Pick-Up Truck with Dump Body
- 2003 Chevrolet 3500 Pick-Up Truck with 6 cubic yard Landscape Body
- 2003 Chevrolet 3500 Pick-Up Truck with 6 cubic yard Landscape Body
- 2003 Chevrolet 2500 Pick-Up Truck
- 2007 Chevrolet Express Van
- 2003 Chevrolet Express Van
- 2002 Chevrolet 3500 Pick-Up Truck
- 2002 Chevrolet 3500 Pick-Up Truck with Tool Body and Pipe Rack
- 2002 GMC Sonoma Pick-Up Truck
- 2001 Chevrolet 1500 Pick-Up Truck

Vehicles:

EQUIPMENT LIST



1996 Chevrolet 3500 Pick-Up Truck
2004 International 4300 with 25' Landscape Body
2003 International 4300 with 25 cubic yard Chip Body
2001 International 4700 with 60' Aerial Lift and 14.5 cubic yard Chip Body
2001 International 4700 with 60' Aerial Lift and 14.5 cubic yard Chip Body

Trailers:

18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
18' Enclosed Trailer
16' Enclosed Trailer
16' Enclosed Trailer
12' Open Trailer
8' Enclosed Trailer
20' Equipment Trailer (10 ton capacity)

Equipment:

Dixie Chopper 72" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
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Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 60" Mower
Dixie Chopper 72" Mower
Dixie Chopper 72" Mower
Dixie Chopper 72" Mower
Dixie Chopper 72" Mower

Scag Turf Tiger 61" Mower
Scag Turf Tiger 61" Mower
Scag Turf Tiger 60" Mower
Scag Turf Tiger 60" Mower
Scag Turf Tiger 52" Mower
Scag Turf Tiger 48" Mower
Lesco 48" Walk-Behind Mower
Lesco 48" Walk-Behind Mower
Lesco 48" Walk-Behind Mower
Lesco 48" Walk-Behind Mower
Lesco 48" Walk-Behind Mower
Lesco 48" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 36" Walk-Behind Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Scag 21" Trim Mower
Ransomes T-Plex 3 Gang Greens Mower
John Deere Gator 6x4 with 100 Gallon Spray Tank and Boom Attachments
50 Gallon Pull-Type Sprayer with Wand and Boom Attachments
TCM 500-Series Articulating Front-End Loader
Brush Bandit 280 Brush Chipper
Altec Whisper Chipper
Vermeer SC252 Stump Grinder
Line Trimmers (multiple)
Edgers (multiple)
Blowers (multiple)
Hedge Trimmers (multiple)
Chain Saws (multiple)
Hydraulic Fertilizer Spreaders
Manual Fertilizer Spreaders (multiple)
Manual Pruning Poles (multiple)

2/26/14 3:32 PM

Property Inspection Report

Exhibit "C"

	Notes
--	-------

Excellent
 Good
 Fair
 Needs Attention

• Entrances/Entry Features

	Notes
--	-------

Excellent
 Good
 Fair
 Needs Attention

• General Impression

1. OVERALL CURB APPEAL

Property: _____
Inspected By: _____
Date Inspected: _____

PROPERTY INSPECTION REPORT



	Notes
--	-------

Yes No

• Areas of Decline/New Sod Needed

	Notes
--	-------

Excellent Good Fair Needs Attention

• Nutritional Status

	Notes
--	-------

Excellent Good Fair Needs Attention

• Overall Appearance (color/weeds)

2. TURF

	Notes
--	-------

Excellent Good Fair Needs Attention

• Signage/Monuments

	Notes
--	-------

- Nutritional Status Excellent Good Fair Needs Attention

	Notes
--	-------

- Overall Appearance Excellent Good Fair Needs Attention

3. ORNAMENTAL SHRUBS

	Notes
--	-------

- Irrigation Status Excellent Good Fair Needs Attention

	Notes
--	-------

- Insect/Disease Damage Yes No

	Notes
--	-------

- Mulching (Planted Areas)
 Excellent Good Fair Needs Attention

	Notes
--	-------

- Weed Control (Planted Areas)
 Excellent Good Fair Needs Attention

	Notes
--	-------

- Trimming/Grooming
 Excellent Good Fair Needs Attention

	Notes
--	-------

- Insect/Disease Damage
 Yes No

	Notes
--	-------

Excellent
 Good
 Fair
 Needs Attention

• Tree Wells

	Notes
--	-------

Pervasive
 Minimal
 None Noted

• Insect/Disease Damage

	Notes
--	-------

Excellent
 Good
 Fair
 Needs Attention

• Nutritional Status

	Notes
--	-------

Excellent
 Good
 Fair
 Needs Attention

• Overall Appearance

4. TREES

	Notes
--	-------

Yes No

• Wet Test Performed

5. IRRIGATION SYSTEM

	Notes
--	-------

Yes No

• Removal Needs (diseased trees/stumps)

	Notes
--	-------

Excellent Good Fair Needs Attention

• Shape/Trimming Needs

	Notes
--	-------

Excellent Good Fair Needs Attention

• Rust Inhibitor (if any)

	Notes
--	-------

Excellent Good Fair Needs Attention

• Timeclock Function

	Notes
--	-------

Excellent Good Fair Needs Attention

• Pump Function

	Notes
--	-------

Excellent Good Fair Needs Attention

• System Function

6. INTEGRATED PEST MANAGEMENT

- Property Inspected For Insects

Yes No

	Notes
--	-------

- Observable Insect Damage

Yes No

	Notes
--	-------

- Treatment(s) Performed (if any)

Yes No

	Notes
--	-------

- Follow-Up Required

Yes No

	Notes
--	-------

INTERIM FINANCIAL STATEMENT

SECTION V

MAINGUY ENVIRONMENTAL CARE, INC.
Unaudited Financial Statement
For the Period:
January 1, 2014 through January 31, 2014

Mainguy Environmental Care, Inc.
1855 South Flamingo Road
Davie, FL 33325
(954) 741-3000

February 26, 2014

MAINGUY ENVIRONMENTAL CARE, INC.

Balance Sheet
 Unaudited
 January 31, 2014

ASSETS	
	Current Assets
	Cash
\$100,882	Accounts Receivable
200,536	Other Current Assets
4,312	Total Current Assets
<u>\$305,730</u>	
	Fixed Assets
	Equipment
\$556,090	Furniture and Fixtures
8,779	Vehicles
<u>1,407,455</u>	Total Fixed Assets
	Other Assets
	Deposits
\$2,000	Total Other Assets
<u>\$2,000</u>	
<u>\$2,280,054</u>	TOTAL ASSETS

MAINGVY ENVIRONMENTAL CARE, INC.
 Balance Sheet
 Unaudited
 January 31, 2014

LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	\$105,190
Other Current Liabilities	32,157
Total Current Liabilities	<u>\$137,347</u>
Long Term Liabilities	
Line of Credit	\$61,002
Equipment Loans	97,771
Shareholder Loans Payable	410,604
Vehicle Loans	175,830
Total Long Term Liabilities	<u>\$745,207</u>
TOTAL LIABILITIES	\$882,554
Equity	
Common Stock	\$1,000
Retained Earnings	1,281,186
Net Income	115,314
Total Equity	<u>\$1,397,500</u>
TOTAL LIABILITIES & EQUITY	<u>\$2,280,054</u>

MAINGVY ENVIRONMENTAL CARE, INC.
 Income Statement
 Unaudited
 January 1 through January 31, 2014

Income	
Fertilization & Pest Control	\$17,765
Irrigation Services	11,370
Landscape Installation	27,985
Landscape Maintenance	239,021
Tree Trimming & Removal	29,035
Total Income	\$325,176
Cost of Goods Sold	
Cost of Labor	\$103,057
Customer Damages & Repairs	4,294
Disposal Fees	1,310
Equipment Repairs	1,581
Gasoline & Oil	18,925
Payroll Taxes	10,723
Small Tools & Equipment	559
Supplies	15,388
Vehicle Repairs	7,204
Workers' Compensation Insurance	5,175
Total Cost of Goods Sold	\$168,211
Gross Profit	\$156,965

MAINGVY ENVIRONMENTAL CARE, INC.
 Income Statement
 Unaudited
 January 1 through January 31, 2014

	Expenses Advertising Expenses Auto Expenses Bank Charges Employee Benefits Expense Insurance Interest Licenses and Fees Management Fee Miscellaneous Mobile Radios and Telephones Office Supplies Office/Warehouse Lease Postage Professional Fees Repairs & Maintenance Supervisory Salaries Telephone Expense Uniforms Utilities
	\$280 613 35 5,294 11,032 1,382 500 2,500 3,102 1,354 2,677 476 247 300 472 9,615 842 494 346
	NET INCOME Total Expenses
	\$41,651 \$115,314

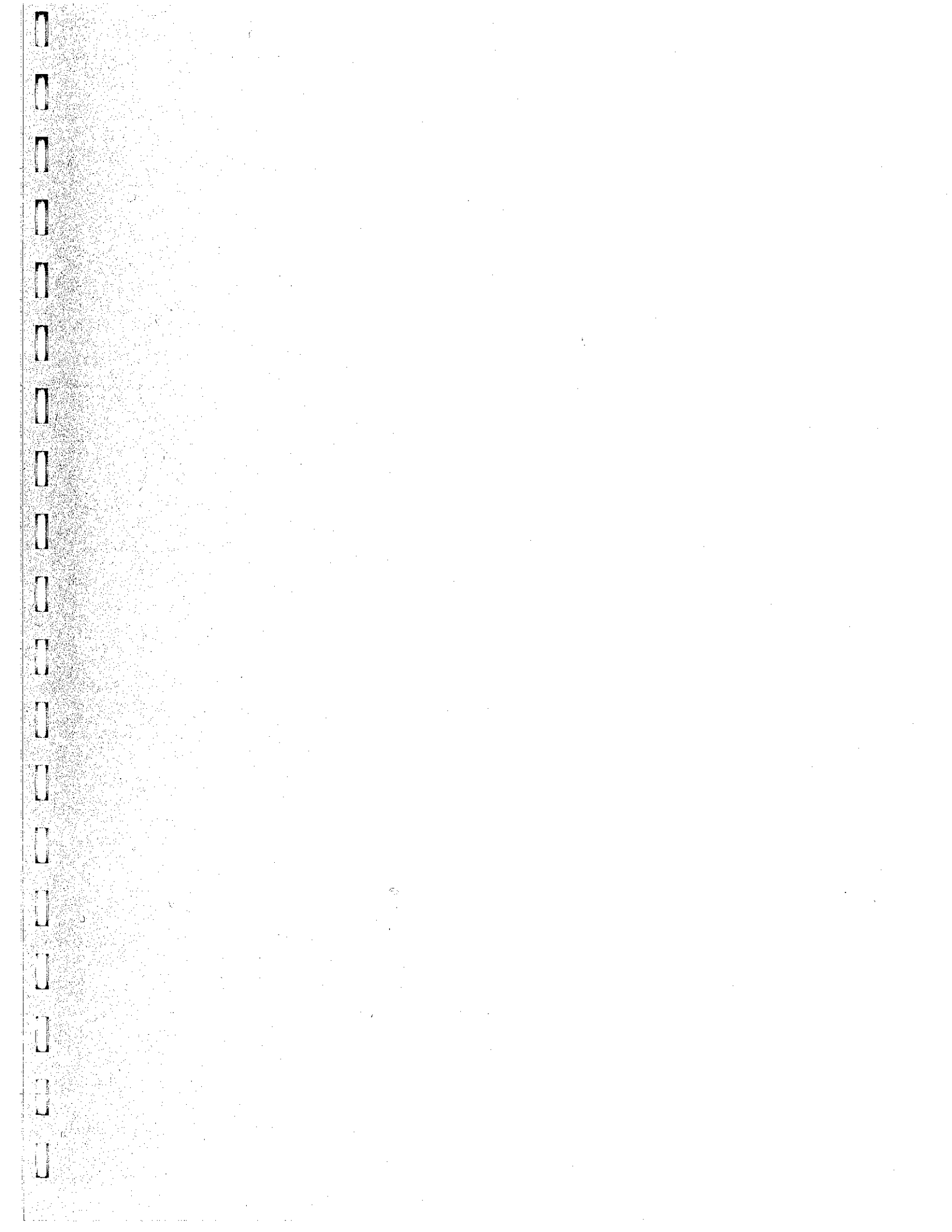


**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

Submitted by:

**Mainguy Landscape Services
1855 South Flamingo Road
Davie, FL 33325**

April 1, 2014





1855 SOUTH FLAMINGO ROAD | DAVIE, FL 33325
TEL (954) 741-3000 | (800) 224-2314
FAX (954) 472-4990
WWW.MAINGUY.COM

April 1, 2014

Hand Delivered

Office of the Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

Re: Bid No. 2014-01 "Landscape and Irrigation Maintenance"

Gentlemen:

Enclosed please find one original executed and unbound copy of the above-referenced RFP. In addition, enclosed please find four (4) bound copies of the completed RFP as directed.

Please note, we have reviewed the specifications contained in the RFP and have inspected the grounds thoroughly. As such, we are fully-informed as to the scope of work to be completed. Moreover, we have carefully considered the information provided to us during the Mandatory Pre-Bid Conference of March 11, 2014. We understand the high property standards maintained by the Town and are very confident that we can meet the expectations that have been conveyed to us. In fact, I would consider it a personal challenge to undertake this project and would like to assure you of my personal commitment to this project.

As you know from our prior submittal in connection with the qualification process, we have substantial, competent experience in undertaking projects of this type. Moreover, we have the necessary staff, equipment and other resources to provide the services contemplated in the RFP. Although we have all of the resources of the national brands, we are a local owner-operated firm. The impact of this is that we are able to bring a higher intensity (both with respect to supervision and responsiveness) to your account.

Office of the Town Manager
Town of Golden Beach
April 1, 2014
Page 2 of 2

Please consider. I was the only owner in the room at the Pre-Bid Conference. Please accept this as tangible evidence of our extreme interest in working with you and as a clear indication of our intentions with respect to your account.

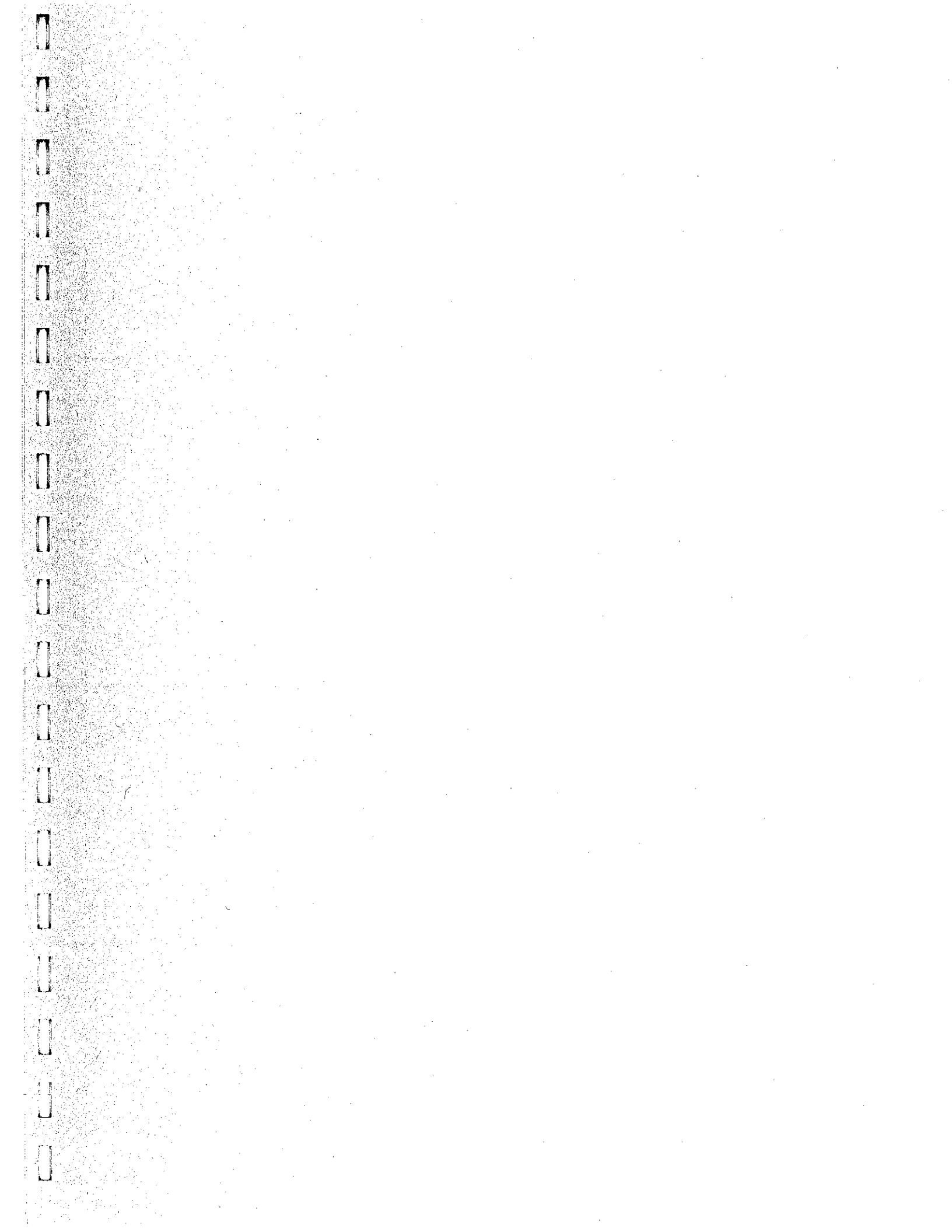
Thank you very much for your consideration and please contact me directly at (954) 472-5640 if I can provide any additional information.

Very truly yours,



Robert Mainguy

Enclosures



TOWN OF GOLDEN BEACH
Landscape and Irrigation Maintenance
Bid No. 2014-01



MANDATORY PRE-BID CONFERENCE:
March 11, 2014 at 2:00 PM

SUBMITTAL DATE:
April 1, 2014 at 2:00 PM

GOLDEN BEACH TOWN HALL
One Golden Beach Drive
Golden Beach, Florida 33160

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
REQUEST FOR BIDS	6
GENERAL INFORMATION	7
DEFINITIONS	8
SECTION 1 INSTRUCTION TO BIDDERS	10
SEC.1.1 SERVICES REQUESTED	10
SEC.1.2 CONTRACT PERIOD	10
SEC.1.3 NECESSARY LICENSING	10
SEC.1.4 EVALUATION OF BIDS	10
SEC.1.5 INSTRUCTIONS TO SUBMIT BIDS	10
SEC.1.6 BID REQUIREMENTS	11
SEC.1.7 EVALUATION REVIEW AND SELECTION	11
SECTION 2 GENERAL CONDITIONS	12
2.1 PURPOSE OF BID	12
2.2 SUBMISSION OF BIDS	12
2.3 GUARANTIES	12
2.4 DELIVERY	12
2.5 MISTAKES	13
2.6 BRAND NAMES	13
2.7 MATERIAL	13
2.8 PRICING	13
2.9 TAXES	13
2.10 SAFETY STANDARDS	13
2.11 PAYMENTS	13

TABLE OF CONTENTS (CONTINUED)

CONTENTS	PAGE #
2.12 LIABILITY, INSURANCE, LICENSES AND PERMITS	14
2.13 COUNTY LICENSE	14
2.14 COMPLIANCE WITH LAW	14
2.15 ASSIGNMENT	14
2.16 AWARD OF BIDS	14
2.17 EVALUATION OF BIDDERS FACILITIES	14
2.18 HOLD HARMLESS	15
2.19 CANCELLATION	15
2.20 CONTRACT DISPUTES	15
2.21 NONCONFORMANCE TO CONTRACT	15
2.22 DEFAULT PROVISIONS	15
2.23 INDEMNIFICATION	15
2.24 SECONDARY/OTHER VENDORS	15
2.25 TOWN RIGHTS RESERVED	15
2.26 CONFLICTS OF INTEREST	16
2.27 CONE OF SILENCE	16
SECTION 3 SPECIAL CONDITIONS	17
3.1 SCOPE OF SERVICES	17
3.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL	17
3.3 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT	17
3.4 STRIKES AND LOCKOUTS	17
3.5 NO CONTINGENT FEE	18
3.6 ATTORNEY'S FEES	18
3.7 ADDENDA, CHANGES OR INTERPRETATIONS TO RFP	18

CONTENTS	PAGE #
3.8 EVALUATIONS OF PROPOSALS BASIS OF AWARD	18
3.9 PERFORMANCE BOND	19
3.10 BID SECURITY FORFEITED, LIQUIDATED DAMAGES	19
3.11 CONTRACT CONTINUITY	20
3.12 COMPLAINTS OR DISPUTES	20
3.13 LICENSING	20
3.14 INSURANCE	20
3.15 CONTRACTOR'S RELATION TO THE TOWN	21
3.16 DISCRIMINATORY PRACTICES	21
3.17 OTHER COMPLIANCE	21
3.18 SUB-CONTRACTORS	21
3.19 CONFIDENTIALITY	21
3.20 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	22
3.21 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	22
3.22 TERMINATION OF CONTRACT	22
SECTION 4 TECHNICAL SPECIFICATIONS	23
4.1 LOCATION OF SERVICES/WORK	23
4.2 EQUIPMENT	23
4.3 SCOPE OF SERVICES	24
4.4 REGULATIONS AND STANDARDS	24
4.5 SAFETY	25
4.6 PROFESSIONAL ORGANIZATIONS AND LICENSES	25
4.7 DEFINITIONS	25
4.8 SPECIAL CONTRACT REQUIREMENTS	25
4.9 CONTRACTOR STAFF TRAINING AND EXPERIENCE	26

CONTENTS	PAGE #
4.10 REQUIREMENTS FOR IRRIGATION AND SYSTEM MAINTENANCE	27
4.11 IRRIGATION REPLACEMENT, REPAIR AND RETRO-FITTING	27
4.12 FERTILIZER REQUIREMENTS	28
4.13 DELIVERY, STORAGE, AND HANDLING	28
4.14 MATERIALS	28
4.15 HERBICIDES/PESTICIDES	31
4.16 PREVENTATIVE SPRAY FOR INSECT CONTROL	31
4.17 MOWER AND EDGERS	32
4.18 MULCH	33
4.19 METHODS OF MAINTENANCE	33
4.20 PAYMENT	36
4.21 NON-CONFORMANCE TO CONTRACT CONDITIONS	36
BID FORM	37
BIDDERS CERTIFICATION	39
NO BID RESPONSE	41
SCHEDULE OF VALUES (TOWN-WIDE AREAS WEST OF SR A1A)	42
SCHEDULE OF VALUES (SR A1A & BEACH PAVILION)	46
SCHEDULE OF VALUES (COMBINED)	48
ADDITIONAL SCHEDULE OF VALUES	52
PROPOSED MAINTENANCE PLAN	54
BID EXCEPTION FORM	56
INDEMNIFICATION CLAUSE	57
DRUG-FREE WORKPLACE AFFIDAVIT	58
ANTI-KICKBACK AFFIDAVIT	59
NON COLLUSIVE AFFIDAVIT	60
APPENDIX 1: NOTICE OF AWARD	62
APPENDIX 2: NOTICE TO PROCEED	63
APPENDIX 3: PERFORMANCE BOND	64
FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION	
NUMBER AND CERTIFICATION	66
EXHIBIT "A" LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE AREAS	67
EXHIBIT "A" MAP	68

**TOWN OF GOLDEN BEACH
Landscape and Irrigation Maintenance
Bid No. 2014-01**

The Town of Golden Beach ("Town") is seeking bids from pre-qualified contractors to provide landscape and irrigation maintenance services for the Town. Sealed bids will be received at the Office of the Town Manager, One Golden Beach Drive, Golden Beach, FL 33160 until 2:00 PM (EST), on **April 1, 2014**.

The Work involved with the Project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, tree trimming, raking, sweeping, weeding, weed-eating, irrigation system maintenance and repair, seasonal color replacement and fertilization, and other landscape maintenance services (the "Project").

A Mandatory Pre-Bid Conference will be held on March 11, 2014 at 2:00 PM at Town Hall, One Golden Beach Drive, Golden Beach, FL 33160.

The Bids will be received and opened at:

**Office of the Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160**

Submittals must be received at the above address no later than 2:00 PM (EST), on April 1, 2014 and clearly marked on the outside of envelope "LANDSCAPE AND IRRIGATION MAINTENANCE Bid No. 2014-01." Late submittals will not be accepted and shall be returned unopened.

Any or all questions pertaining to this bid shall be directed in writing or email to Ms. Lissette Perez, Town Clerk, One Golden Beach Drive, Town of Golden Beach, Florida 33160 Email: LPerez@goldenbeach.us

The Town of Golden Beach reserves the right to request clarification of information submitted and to request additional information. The Town also reserves the right to reject any and all bids with or without cause and to waive any or all irregularities with regards to the specifications.

Alex Diaz
Town Manager

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Town desires to contract with a qualified company to provide landscape and irrigation maintenance services. The work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash and debris removal, mowing, edging, hedge trimming, landscape bed maintenance, selective tree trimming, raking, sweeping, weeding, weed-eating, herbicide applications including preventive and corrective applications, insect control, fertilization and pest management services using Integrated Pest Management principles, irrigation system maintenance, monitoring and repair, and seasonal color replacement. For a more detailed Scope of Services, please refer to the Technical Specifications in section 4 of this bid.

B. PROPOSAL DUE DATES:

Complete Bids are due on **April 1, 2014 at 2:00 PM (EST)** ("Submission Deadline"). All bids must be received in the Office of the Town Manager by the date and time indicated, with opening immediately following at the Town of Golden Beach, One Golden Beach Drive, Golden Beach, FL 33160.

A **Mandatory Pre-Bid Conference** will be held on **March 11, 2014 at 2:00 PM (EST)** at the Town of Golden Beach, One Golden Beach Drive, Golden Beach, FL 33160

Bids should be addressed and delivered to:

**Bid No. 2014-01
Landscape and Irrigation Maintenance
Office of the Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, Florida 33160**

- C. After the mandatory pre-bid conference, requests for additional information or clarifications must be made in writing or e-mail, to:

Ms. Lissette Perez
Town Clerk
One Golden Beach Drive
Town of Golden Beach, Florida 33160
Email: LPerez@goldenbeach.us

- D. In order to facilitate review of the bids, each bidder **must submit one (1) original unbound plus four (4) additional bound copies** of its Bid on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE TOWN MANAGER ON OR BEFORE THE SUBMISSION DEADLINE OF APRIL 1, 2014 AT 2:00 PM IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE SUBMISSION DEADLINE AND TIME STATED IN THIS REQUEST FOR PROPOSALS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Bids may be hand-delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the Town as constituting an offer by the Bidder to perform the required Services, and/or provide the required goods, at the price stated by the Bidder.

D. DEFINITIONS

For the purposes of this request for Bids, the following terms shall have the meaning set forth herein and will be used:

<i>Town/Owner</i>	Town of Golden Beach, or its designated representative when appropriate
<i>Contractor</i>	The entity(s) or individual(s) that is awarded and has an approved contract with the Town for the services identified in this request for bids.
<i>Council</i>	The Town Council of Golden Beach, Florida.
<i>Contract</i>	The Contract that may result from this request for Bids to be awarded and entered into between the Town and the Successful Bidder.
<i>Submission Deadline</i>	Shall refer to the submission due date and time listed in this request for Bids for submittal of Bids.
<i>Evaluation Committee</i>	An independent committee comprised solely of Town staff and consultants of the Town established to review bids submitted in response to the request for Bids, evaluate the bids, and recommend a Successful Bidder.
<i>May</i>	Indicates something that is not mandatory but permissible.

<i>Bidder</i>	Shall refer to any entity or individual submitting a bid in response to this request for Bids.
<i>Successful Bidder</i>	Shall refer to the Bidder selected by the Town and receiving an award of the Contract as result of this request for Bids.
<i>Responsible Bidder</i>	A bidder who has the capability in all respects to fully perform the Contract requirements of this request for Bids and the integrity and reliability that will assure good faith performance.
<i>Responsive Bid</i>	A proposal or reply submitted by a responsive and responsible Bidder that conforms in all material respects to the requirements of this request for Bids.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a bid as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the Town may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information. Failure after demand will result in rejection.
<i>Sub-Contractor & Sub-Consultant</i>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor, or labor and materials, in connection with the Work or Services to the Town, whether directly or indirectly, on behalf of the Successful Bidder.
<i>Work, Services, Project</i>	Shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Scope of Services, and the terms and conditions of this Bid.

SECTION 1

INSTRUCTION TO BIDDERS

TOWN OF GOLDEN BEACH LANDSCAPE AND IRRIGATION MAINTENANCE BID No. 2014-01

1.1 SERVICES REQUESTED.

The Town of Golden Beach ("Town") is accepting sealed bids for Landscape and Irrigation Maintenance services within the Town. A more complete Scope of Services is included in Section 4 under the Technical Specifications of this request for Bids.

1.2 CONTRACT PERIOD.

The Contract shall be for an initial term of three (3) years with an opportunity for the Town to extend the contract, at the Town's option, for two additional one (1) year periods upon the same terms, conditions and pricing upon mutual agreement of both parties. The Bidder agrees to this condition by signing its Proposal. If the Contractor cannot renew the Contract upon the same terms, conditions and pricing, the Contractor must notify the Town in writing on or before 90 days prior to Contract expiration.

1.3 NECESSARY LICENSING.

The Contractor must have all necessary licenses to perform the Work or Services required in this Bid. The Contractor shall be required to furnish a copy of all licenses, certificates of competence or other licensing requirements necessary to provide the Services as required by Florida Law. These documents shall be furnished to the Town along with the Bid.

1.4 EVALUATION OF BIDS.

Proposals will be evaluated based upon the criteria contained in this request for Bids and Section 3 of the Special Conditions of this request for Bids.

1.5 INSTRUCTIONS TO SUBMIT BIDS.

Bids will be accepted until 2:00 PM on April 1, 2014, the Submission Deadline, by the Town to select a Contractor to provide landscape and irrigation maintenance services as required by the Town.

Bids must be submitted in sealed envelopes and clearly identified as "LANDSCAPE & IRRIGATION MAINTENANCE: BID NO. 2014-01"

Bids shall be submitted to the Office of the Town Manager, Town of Golden Beach, One Golden Beach Drive, Golden Beach, Florida 33160.

The Town will hold a mandatory pre-bid conference with all qualified bidders on March 11, 2014 at 2:00 PM in the Conference Room at Town Hall, One Golden Beach Dr., Golden Beach, Florida 33160. At the meeting, an attempt will be made to answer questions regarding this Bid. A driving tour of the Town will take place as part of the pre-bid conference.

All questions regarding this Bid are due in writing on or before 5:00 PM on March 18th, 2014. Questions concerning this Bid should be directed in writing or email to:

Ms. Lissette Perez, Town Clerk
One Golden Beach Drive

Town of Golden Beach, Florida 33160
Email: LPerez@goldenbeach.us

No pleas of ignorance by the bidders of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Bid or Contract documents, will be accepted as basis for varying the requirements of the Town or the compensation of the Contractor.

1.6 PROPOSAL REQUIREMENTS.

Each bidder must submit one (1) original unbound Bid package, plus four (4) bound copies, for a total of five (5) complete sets of all Bid forms inside a sealed envelope, including attachments, as follows:

- Bid Form
- Bidder's Certification
- No Bid Response
- Schedule of Values
- Proposed Maintenance Plan
- Bid Exception Form
- Indemnification Clause
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Identification Number and Certification

Bid forms provided with this request for Bids must be completed, signed, notarized and certified as to authorization. Form attachments must be completed using the Town provided forms. For the Indemnification Clause Form, the Town provided form must be signed and notarized.

1.7 EVALUATION REVIEW AND SELECTION.

Proposals will be evaluated by an Evaluation Committee consisting of interested parties as determined by Town Manager. Based upon this evaluation, the Evaluation Committee may select one or more bidders for further evaluation or may request additional information. A complete background investigation may also be conducted for each bidder. The Evaluation Committee and/or Town Manager may recommend award of the Contract to the top ranked bidder to the Town Council. The selection of the Bidder and award of the Contract will be made by the Town Council.

END OF SECTION ONE

SECTION 2

TOWN OF GOLDEN BEACH LANDSCAPE AND IRRIGATION MAINTENANCE BID No. 2014-01

GENERAL CONDITIONS

2.1 PURPOSE OF BIDS.

The Town of Golden Beach ("Town") intends to secure a source of supply(s) for the Services needed at the most advantageous proposal to the Town. The Town reserves the right to award the bid considered to best serve the Town's interests.

- 2.1.1 Any questions concerning this request for Bids and the technical specifications or any required need for clarification should be made in writing (email accepted) by 5:00 PM (EST) on March 18, 2014. No plea of ignorance or delay or required need of additional information shall exempt a bidder from submitting his proposal by the Submission Deadline as publicly noticed.
- 2.1.2 Each bidder warrants that the prices, terms and conditions quoted in its Bid will be firm for a period of one hundred twenty (120) days from the Submission Deadline. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to this request for Bids will be just cause for rejection as determined by the Town.
- 2.1.3 In the event of any conflict between the provisions contained in the General Conditions (Section 2) and the Special Conditions (Section 3), the provisions contained in the Special Conditions shall govern and prevail.

2.2 SUBMISSION OF BIDS.

- 2.2.1: Bidders must use the bid form(s) furnished by the Town with this request for Bids. Failure to do so may cause the bid to be rejected. Removal of any part of the document may invalidate the bid.
- 2.2.2: Proposals having an erasure or correction must be initialed by the bidder in ink. Proposals and forms shall be signed in ink. All responses and quotations shall be typewritten or filled in with ink.

2.3 GUARANTIES.

No guarantee or warranty is given or implied by the Town as to the total amount of Work or Services that may or may not be purchased from any resulting contract or award. Any quantities provided in this Bid are for proposal purposes only and may be used for tabulation and presentation of the bids. The Town reserves the right to reasonably increase or decrease quantities as required.

2.4 DELIVERY.

All goods, materials or items used in connection with the Work or Services shall be delivered F.O.B. destination (i.e. at a specific Town of Golden Beach address), and delivery costs and charges (if any) shall be included in the proposal price. Exceptions should be noted. When practical, the Town may, at its option, arrange for pick-up at the Contractor's or vendor's place of business.

2.5 MISTAKES.

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations and pricing. Failure to do so will be at the bidder's risk and errors will not release the bidder from his responsibility as noted herein.

2.6 BRAND NAMES.

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned, whether or not followed by the words "approved equal," it is for the purpose of establishing a grade or quality of material only. Bidders may offer equals, except for specified vegetation with appropriate identification, samples and/or specifications on such item(s). The Town shall be the sole judge, in its discretion, concerning the merits of items proposed as equals.

2.7 MATERIALS.

Acceptance of any materials delivered under a Contract awarded pursuant to this request for Bids shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Town. In the event materials supplied to the Town are found to be defective or do not conform to specifications set forth in this request for Bids or the Contract, the Town reserves the right to return the materials or product(s) to the Contractor or vendor, at the Contractor's or vendor's expense.

2.8 PRICING.

Prices should be stated in units of quantity as specified in the Schedule of Values. In case of a discrepancy, the Town reserves the right to make the final determination at the lower net cost to the Town.

2.9 TAXES.

Bidders should not include taxes in proposal pricing.

2.10 SAFETY STANDARDS.

The Bidder shall warrant that the product(s) or materials supplied to the Town conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by materials data safety sheets (M.D.S.S.), when applicable.

2.11 PAYMENTS.

- 2.11.1 As full compensation for satisfactory performance of the Services, the Contractor agrees to charge and shall be paid by the Town the fees as set forth in the Contract.
- 2.11.2 Fees shall be paid in arrears each month, upon satisfactory completion of the Services pursuant to a monthly invoice. Invoices shall be processed and paid pursuant to the Prompt Payment Act, Section 218.70, Florida Statutes.
- 2.11.3 Contractor agrees to perform the Services in accordance with the schedule and dates set forth in the Contract unless instructed otherwise by the Town Manager or his designee.
- 2.11.4 Payment will be made after commodities/Services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear

the purchase order number.

2.12 LIABILITY, INSURANCE, LICENSES & PERMITS.

Where the Contractor is required to enter onto the Town's property or public right of way to deliver materials or to perform Work or Services as a result of a Contract award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by the acts or omissions of the Contractor (or his agent) or any person the Contractor has designated in the performance of the Services required by this Bid and the Contract as a result of the proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform the Work or Services hereunder as required by Florida State Statutes, the Florida Building Code, Miami-Dade County, or Town of Golden Beach Code, if any. These documents shall be furnished to the Town along with the proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the proposal.

2.12.1 The Bidder shall furnish to the Town Manager, Town of Golden Beach, One Golden Beach Dr., Golden Beach, FL 33160, certificate(s) of insurance which indicate that insurance coverages comply with the requirements of Section 3 under Special Conditions of this request for Bids.

2.13 COUNTY AND STATE LICENSES/CERTIFICATIONS

The Contractor must obtain a MIAMI-DADE County Occupational License, State of Florida Pest Control License, Certified Pest Control Operator License, Miami-Dade Irrigation Occupational License and Certified Arborist Certification prior to beginning Work or Services under any Contract awarded.

2.14 COMPLIANCE WITH LAW.

The Contractor shall conduct its operations and all Services furnished to the Town in compliance with all applicable federal, state, county and local laws.

2.15 ASSIGNMENT.

The Contractor shall not transfer or assign the performance required by this request for Bids and the Contract without the prior written consent of the Town, which may be withheld in the Town's sole and absolute discretion. Any Contract award issued pursuant to this request for Bids and monies which may be payable by the Town are not assignable except with the prior written approval of the Town, in its sole and absolute discretion.

2.16 AWARD OF BIDS.

The Town reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or Services. The Town also reserves the right to award the Contract on a split order basis, group by group or item by item, or such combinations that will best serve the interests of the Town. In addition, the Town reserves the right to waive minor variations to the specifications (interpretation of such to be made by the Town in its sole and absolute discretion). Final determination and award of proposal(s) shall be made by the Town Council. The Successful Bidder shall execute a contract for Landscape and Irrigation Maintenance Services in a form of Contract approved by the Town Attorney for form and legal sufficiency.

2.17 EVALUATION OF BIDDERS' FACILITIES.

The Town, at its discretion, reserves the right to inspect any and all Bidder's Facilities to determine their capability of meeting the Town's needs and the requirements of this Bid.

2.18 HOLD HARMLESS.

All Bidders shall hold the Town, and its officials and employees, harmless and covenant not to sue the Town, its officials and employees, for their decision to reject, award or not award a bid, as applicable.

2.19 CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms of this request for Bids as determined by the Town, shall be just cause for cancellation of the Contract award, with the Contractor holding the Town harmless in connection with any such cancellation.

2.20 CONTRACT DISPUTES.

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Town shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Town with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which decision shall be binding on both parties.

2.21 NONCONFORMANCE TO CONTRACT.

The Town may withhold acceptance of, or reject items of Work or Services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Contractor, at Contractor's expense, and redelivered at Contractor's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Town shall have the right to provide Services conforming to the specifications, or failure to meet delivery schedules may result in the Contractor being found in default.

2.22 DEFAULT PROVISION.

In the event of default by the Contractor, the Town may cancel the Contract, procure the articles or Services from other sources and hold the Contractor responsible for any excess costs occasioned or incurred thereby.

2.23 INDEMNIFICATION.

The Contractor shall indemnify, save harmless, and defend the Town, and its officers, agents and employees, against any claims, demands, causes of action, losses or damages of whatsoever kind or nature arising out of the error, omission, act, conduct or misconduct of the Contractor, his agents, servants or employees in the provision of goods or the performance of Work or Services pursuant to this request for Bids and the Contract, and/or from any procurement decision of the Town including without limitation, award of the Contract to the Contractor.

2.24 SECONDARY/OTHER VENDORS.

The Town reserves the right in the event that the Contractor cannot provide an item(s), Work or Service(s) in a timely manner as requested, to seek and obtain other sources without thereby violating the Contract.

2.25 TOWN RIGHTS RESERVED:

The Town reserves the right to reject all bids or to reject any proposal not conforming to this request for Bids, and to waive any irregularity or informality with respect to any bid. The Town further reserves the right to request clarification of information submitted and to request additional information from one or more bidders. The Town may also negotiate modifications to bids deemed to be in the best interest of the Town.

2.26 CONFLICTS OF INTEREST.

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town or its agencies.

2.27 CONE OF SILENCE.

Pursuant to subsection (t) "Code of Silence" of section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this Bid; the "Cone of Silence" prohibits communications concerning this bid until such time as the Town Clerk makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence will be made available to all bidders upon written request.

END OF SECTION 2

SECTION 3

TOWN OF GOLDEN BEACH LANDSCAPE AND IRRIGATION MAINTENANCE BID No. 2014-01

SPECIAL CONDITIONS

3.1 SCOPE OF SERVICES.

The Town desires to contract with a qualified company to provide landscape and irrigation maintenance services. The Work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, tree trimming, raking, sweeping, weeding, weed-eating, irrigation system maintenance and repair, seasonal color replacement including fertilization and insect control, herbicide applications including preventive and corrective applications, fertilization and pest management services using Integrated Pest Management principles, and other landscape maintenance services. For a more detailed Scope of Services, please refer to the Technical Specifications in section 4.

The Service Area shall be the public areas of the Town, including public rights-of-way, including S.R. A1A, parks, facilities and other select areas as defined on the Service Area map attached hereto as Exhibit "A". It is the responsibility of the Contractor to become familiar with the maintenance locations.

3.2 INITIAL CONTRACT TERM AND CONTRACT RENEWAL.

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for two additional one (1) year periods, at the same terms, conditions and specifications. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days of contract expiration date. The contract amount for the specified services, after the initial contract period shall be computed and may be adjusted yearly at the Town's discretion, by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index" as "All Items, All Urban Consumers, Miami-Ft. Lauderdale, Florida, 1982-84 = 100", ("CPI"). The Town Finance Director shall compute all approved CPI adjustments.

3.3 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT.

The Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the Services or Work and the performance of the Contract. The Contractor shall comply with any existing or future drug policies, the Americans with Disabilities Act (ADA), and any laws and regulations issued by the Town, local, County, State or Federal agencies.

3.4 STRIKES AND LOCKOUTS.

There shall be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform the Services or Work by the Contractor's employees or agents, and there will be no lockouts by the Contractor for the duration of the Contract.

It is recognized by the parties that the Town is responsible for and engaged in activities which are

the basis of the health and welfare of its citizens and that any violation of this section would give rise to irreparable damage to the Town and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the Town shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law, including attorney's fees and full costs associated with the violation and restoration of Services.

3.5 NO CONTINGENT FEE.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract, without liability, at its discretion.

3.6 ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Contract whether suit be brought or not, the Contractor agrees to pay all such costs and expenses, including, but not limited to, court costs, interest, and reasonable attorney's fees.

3.7 ADDENDA, CHANGES OR INTERPRETATIONS TO BID.

Any inquiry or request for interpretation or additional information pursuant to this request for Bids received seven (7) or more days prior to the Submission Deadline and opening of bids will be given consideration. Any such changes, interpretations or additional information provided by the Town will be made in writing in the form of an Addendum and will be mailed or sent by available means to all known prospective bidders. Each prospective bidder shall acknowledge receipt of all Addenda in the space provided therefore in the Proposal form. In case any bidder fails to acknowledge receipt of such Addenda or Addendum, the Proposal will nevertheless be considered as though it had been received and acknowledged and the submission of the proposal will constitute acknowledgment of the receipt of same. All Addenda issued by the Town shall become a part of the Bid and Contract documents and each bidder shall be bound by such Addenda, whether or not received or acknowledged by the bidder. It is the responsibility of each prospective bidder to verify that he has received all Addenda issued by the Town before bids are submitted. Any questions regarding the specifications of this request for Bids may be directed in writing to Ms. Lissette Perez, Town Clerk.

3.8 EVALUATION OF BIDS AND BASIS OF AWARD.

The Evaluation Committee will be appointed by the Town Manager and will consist of interested parties as determined by Town Manager. The Evaluation Committee will review and evaluate the bids based on the criteria set forth in this request for Bids. The Evaluation Committee, at its discretion, shall have the right to seek written clarifications and/or additional information from bidders, verify information submitted and check project references, in order to fully understand the bids.

Upon receipt of bids, the Evaluation Committee will initially review the bids for responsiveness with the requirements of this request for Bids. Any bids that the Evaluation Committee determines are incomplete in any material respect will be deemed non-responsive and will be rejected in their entirety. The Town reserves the right to waive any minor irregularity or omission in determining the responsiveness of bids.

The Town personnel may inspect all facilities to verify whether the Bidder possesses adequate equipment, repair facilities and facilities and personnel to satisfy the requirements of the Bid. The Town shall be the sole judge in determining Bidder qualifications.

As part of the evaluation process, the Town may conduct background investigations of Bidder, its officials and employees, including a record check by or directed by the Town of Golden Beach Police Department. Bidder submission of Proposal constitutes acknowledgement of the process and consent to such investigation. Prior to award, the Town reserves the right to require a current financial statement including contractor's latest balance sheet and income statement to the satisfaction of the Town.

Responsive Bids will be evaluated based on all information required and submitted.

Award of the Contract will be made in accordance with the evaluation criteria set forth in this request for Bids and to the most Responsive and Responsible Bidder whose proposal is most advantageous to the Town and in the best interests of the Town. Proposals submitted in response to this request for Bids will be evaluated and ranked according to the following evaluation criteria:

- Quantity and quality of equipment to perform the Services;
- Qualifications of personnel, experience, references and the overall ability to perform the Services requested;
- The fee proposed and unit prices requested; and
- The best value for the Town.
- Business history with Town, if any, as well as with all other public or private entities;
- Required licenses and insurances

After Bids are evaluated, one or more of the Bidders deemed responsible and responsive may be granted an interview with the Evaluation Committee. Upon the completion of the review and interviews, if any, the Evaluation Committee will then provide an overall score for each proposal and rank the bids and provide a recommendation to the Town Manager. The Town Manager shall then submit the rankings to the Town Council with a recommendation for selection of a proposal. The Town Council shall make the final selection and award of the bids it determines in accordance with the evaluation criteria set forth in this RFP and in the best interest of the Town and most advantageous to the Town.

Should the award be made to the lowest Bidder, the Town will strictly enforce all the Provisions of the resulting Contract. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Bidder.

3.9 PERFORMANCE BOND.

The Selected Bidder shall furnish a Performance Bond in the amount of 100% of the total Bid Price, with the Town of Golden Beach as the obligee, as security for the faithful performance of the Contract. The Performance Bond shall be issued by a surety company satisfactory to the Town and authorized to do business in the State of Florida and be in the form shown as Appendix 3 to this Bid. The Performance Bond shall be in force for the duration of the Project, and will be required prior to signing of the Contract.

3.10 BID SECURITY FORFEITED, LIQUIDATED DAMAGES.

Failure to execute a Contract in the form prepared by the Town Attorney and to file an acceptable performance bond as provided herein 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 Bond or Security to the Town, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Contract award may then be made to the next best bidder or all bids may be rejected, in the Town's sole and absolute discretion.

3.11 CONTRACT CONTINUITY.

In the event Services are scheduled to end either by Contract expiration or by termination by the Town, at the Town's discretion, it shall be incumbent upon the Contractor to continue the Services, if requested by the Town, until new Services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing Contract.

3.12 COMPLAINTS OR DISPUTES.

The Contractor agrees that any complaints received by the Town concerning misconduct on the part of the Contractor, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Town Manager for appropriate action. The Contractor agrees to make any complaints concerning the Services available to the Town Manager or his designee for action as required, and the decision of the Town shall be final and binding.

3.13 LICENSING.

The Successful Bidder shall be licensed and certified by all appropriate County, State, and Local agencies. The Contractor shall procure at its own expense, all necessary licenses and permits for the performance of the Services and Contract. The Contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and Town.

3.14 INSURANCE.

The Contractor shall purchase and maintain, in full force and effect for the term of the Contract and any renewals, at Contractor's sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with the Contract, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily/property damage liability shall be \$1,000,000 per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of \$2,000,000.00 for bodily injury and property damage per occurrence.
3. A worker's compensation and employer's liability policy which covers all of the Contractor's employees to be engaged in Work on the Contract as specified by and in accordance with Florida Law.

The Town shall be named as an additional insured on all policies of insurance required and listed above, except for the Workers Compensation insurance. The form and types of insurance coverage and sufficiency of insurer shall be subject to the approval of the Town Manager throughout the term of the Contract. Copies of all policies or certificates of such insurance shall be delivered to the Town, and said documentation shall provide for the Town to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy. The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Contract.

The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, executions, losses, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of Contractor's performance or operations of the Services and Work hereunder.

The Contractor shall, in its Contract with the Town, be required to indemnify and hold harmless the Town and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense, which the Town or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of Services by the Contractor and/or its officers, employees, agents or independent contractors. The Contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may arise there from. The Contractor expressly understands and agrees that any insurance protection required by this Bid and the Contract or otherwise provided by the Contractor shall in no way limit the responsibility of Contractor to indemnify, keep and save harmless and defend the Town and its officers, employees, agents or instrumentalities as herein provided.

3.15 CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Work hereunder, and that the Contractor is not an agent, servant or employee of the Town. The Contract specifies the Work to be done by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided for in the Contract.

3.16 DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate or deny service, access or employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any and all applicable requirements established by Florida and Federal Law.

3.17 OTHER COMPLIANCE.

The Contractor shall comply with all requirements of the Town's agreements with any other entity which concern the lands or Service Areas upon which the Services are to be provided, upon notice from Town.

3.18 SUB-CONTRACTORS.

Sub-contractors are subject to compliance with all terms, conditions, and specifications contained in this request for Bids and the Contract. Sub-contractors are subject to approval by the Town, at its sole discretion.

3.19 CONFIDENTIALITY.

Bidders are hereby notified that all information submitted as part of or in support of bids submitted pursuant to this request for Bids will be available for public inspection after opening of the bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this request fi, the Florida Law will govern and prevail.

All bids submitted in response to this request for Bids shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town's rights hereunder.

3.20 MODIFICATION OR WITHDRAWAL OF A BID.

Modification of a Bid. Any modification of a Bid by the Bidder shall be submitted to the Office of the Town Manager or designee prior to the Submission Deadline. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder, stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Submission Deadline.

Withdrawal of a Bid. A Bid may be withdrawn only by written communication delivered to the Office of the Town Manager or designee prior to the Submission Deadline. A Bid may also be withdrawn after one-hundred and twenty (120) calendar days after the Submission Deadline, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the Town Manager or designee at the address identified in this Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

3.21 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS.

Proposals received after the Submission Deadline shall not be accepted, opened, or considered. Modifications of Bids received after the Submission Deadline shall also not be accepted or considered. Withdrawals of Bids received after the Submission Deadline or prior to the expiration of one-hundred and twenty (120) calendar days after the Submission Deadline shall not be accepted or considered.

3.22 TERMINATION OF CONTRACT.

The Town reserves the right to terminate the Contract at any time and for any reason upon giving thirty (30) days' written notice to the Contractor. If said Contract should be terminated for convenience as provided herein, the Town will be relieved of all obligations under the Contract. The Town will only be required to pay for Services rendered or the amount of the Contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under the Contract.

END OF SECTION 3

SECTION 4

TOWN OF GOLDEN BEACH LANDSCAPE AND IRRIGATION MAINTENANCE BID No. 2014-01

TECHNICAL SPECIFICATIONS

4.1 LOCATION OF SERVICES/WORK.

Accompanying these technical specifications is a Service Area map attached hereto as Exhibit "A" defining areas to be serviced and maintained. By submitting a Bid, the bidder certifies that he/she has examined and is familiar with the sites and Service Areas and the proposed Scope of Services, prior to submitting a Bid. The Town reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

4.2 EQUIPMENT.

All equipment shall be maintained in an efficient and safe operating condition while performing the Services or Work under the Contract. Equipment shall have all proper safety devices required by applicable law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be solely responsible and liable for injury to persons and/or property damage caused by operation of the equipment. All Equipment will be inspected and evaluated by the Town's Representative prior to award of the Proposal.

- A. Special equipment required (in addition to Standard Maintenance Equipment).
1. The Contractor must have available the following equipment at the time of Bid submittal:
- * One (1) 400 gallon portable water sprayer
 - * Required FDOT Maintenance of Traffic safety equipment
 - * Portable Stump Grinder 6" below grade
 - * Underground wiring location equipment
 - * One hydraulic bucket-truck with a reach capacity of no less than 65 feet
 - * One backhoe-front end loader combination machine (equivalent to a Ford F555 or larger)
 - * One 24 foot vertical man lift (pole cat or equivalent)
 - * One portable brush chipper with 20 cu yard capacity storage truck
 - * Three (3) Utility Box Trucks or Vans
 - * Two (2) fertilizer spreaders
 - * One skid-steer Loader with the following accessories: Tree Boom, Fork, Bucket and Auger
 - * One Twenty (20) cubic yard capacity dump truck.
 - * (1) Utility cart that can traverse landscaped areas without damaging plants or irrigation
 - * Four (4) 16" minimum chain saws, all in good condition
 - * A two-way communication system between all of the contractors service vehicles and their main office and Town personnel
 - * One 60" three gang reel mower (5 blades per reel minimum)
 - * One 21" min. reel mower (5 blades)

4.3 SCOPE OF SERVICES.

1. The Contractor shall provide landscape maintenance services including fertilization and pest management using Integrated Pest Management principles and irrigation maintenance services within the Service Areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance and equipment. A manicured professionally groomed appearance is the desired result. The Town requires the highest and best maintenance standards and practices. The Work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance, insect control, herbicide applications including preventive and corrective applications and fertilization. The Contractor is expected to maintain this Project with the highest quality landscape maintenance standards possible consistent with these specifications which surpasses industry standards. A written schedule shall be provided by the Contractor to the Town. The Contractor's Work will be inspected by the Town and the Town's Landscape Architect on a regular basis to ensure strict compliance with these specifications. The Town's Landscape Architect will meet with the Contractor as needed, to review the overall maintenance. The Town's Landscape Architect will make periodic inspections and indicate items that need to be addressed and the Contractor is responsible to complete in a timely manner and provide status reports every month.

2. Parks, Buildings, Facilities and Right-of-way Maintenance Standards: Contractor shall supply all of the necessary materials, supplies, labor, tools, equipment, fuel and other miscellaneous necessities to fully maintain the general condition of the Town parks, right-of-ways, building facilities landscapes, and S.R. A1A/Ocean Blvd., a FDOT right-of-way, to a superior level using the highest and best maintenance practices in the industry. This Work shall include, but is not limited to, weeding, mowing, irrigating (including the full maintenance and repair of the system) all landscaped areas, trees, flowers, shrubs, turf maintenance, maintaining and replacing (if necessary) any plants lost due to negligence of the Contractor, herbicide applications including preventive and corrective applications, fertilization, blowing sidewalks daily, pressure cleaning sidewalks/paver plazas, daily removal of all litter, and fully maintaining all playfields and open areas.

3. The Contractor shall maintain all other landscaped areas as required by the Town during the course of the Contract.

4. The Contractor shall adhere to any Town noise ordinances, as it may from time to time be amended. Hours of operation shall be Monday through Friday 8:00 A.M. to 6:00 P.M., Saturdays 9:00 A.M. to 12:00 P.M. and no work is allowed on Sunday's and Town holidays, except for emergencies or as may otherwise be approved or required by the Town.

4.4 REGULATIONS AND STANDARDS.

Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the Services or Work to be performed under the Contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- A. FDOT Florida Department of Transportation
- B. OSHA Occupational Safety and Health Act
- C. EPA Environmental Protection Agency
- D. All State and Federal labor standards and practices, as applicable
- E. FDEP Florida Dept. of Environmental Protection

All chemicals shall be used in strict accordance with federal, state, county and local laws and regulations. Any use of chemicals shall be reported to the Town and applied by trained and licensed pest control applicators. It is the intent of the Town to maintain a healthy, sustainable landscape that will

minimize the need for and use of chemical controls.

4.5 SAFETY.

Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractor's sole cost and expense.

4.6 PROFESSIONAL ORGANIZATIONS AND LICENSES

1. The Contractor, as a minimum, must be a member, in good standing, of the following organizations:

- A. Florida Nursery, Growers and Landscape Association (FNGLA)
- B. Tree Care Industry Association (TCIA) or International Society of Arboriculture (ISA)

2. The Contractor shall provide proof of membership with the Bid submittal, and submit concurrent proof of membership annually throughout the duration of the contract.

3. In addition, the Contractor must possess all required licenses and keep them current throughout the term of the Contract, including:

- A. Certified Pest Control Operator in Lawn & Ornamentals, licensed by the State of Florida.
- B. Irrigation License from Miami-Dade County

4.7 DEFINITIONS.

1. If the Contractor intends to use Sub-contractors to perform any Work on the Contract, these Sub-contractors are subject to approval by Town, at its sole discretion.

2. Maintenance as defined for purposes of this RFP shall include: Litter, trash, and debris removal and disposal; mowing; Bermuda turf maintenance; edging; shrub trimming; tree trimming; raking; sweeping; weeding; weed-eating; herbicide applications including preventive and corrective applications, fertilization, insect control including fire ant control, irrigation system repair, Date Palm and Coconut Palm maintenance and trimming, and pressure cleaning, as defined by the Town.

3. Fertilization and Pest Management as defined for this RFP and the Contract shall include: Integrated pest management and fertilization for Bermuda turfgrass, St. Augustine turfgrass, Date Palms, Coconut Palms, other palms, trees, shrubs, and groundcover, herbicide applications including preventive and corrective applications, insect control including fire ant control, whitefly control, etc., as defined by the Town.

4.8 SPECIAL CONTRACT REQUIREMENTS.

1. The Contractor shall assign a Contract Representative/Project Manager, who can communicate in English, and who will be available as needed to consult with the Town and the Town Landscape Architect on all Town related issues. This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the Contractor (without obtaining any approvals from others), regarding the disbursement of any resources needed, including, but not limited to, chemicals, materials, equipment, labor, or otherwise as directed by the Town. The duties will be performed as follows:

- a. Shall be available to attend all meetings with the Town within 24 hours of notification.
- b. Shall be available to the Town within one (1) hour notification for emergencies.
- c. Shall be available to the Town for routine, weekly, and as-needed inspections of all landscaped

- areas as directed by Town Landscape Architect.
- d. Shall be available via telephone communications.

2. All of the Contractor's employees must wear company supplied clothing that identifies the company name with appropriate safety markings or vests, at all times. Contractor shall have a sufficient number of employees on duty at all times, with normal maintenance equipment Monday through Friday, during normal business hours to maintain the Town to the highest quality landscape maintenance standards. In addition, a landscape supervisor must be on duty every Monday through Friday, during normal business hours or as needed within Town boundaries at least once a day.

3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, and the FHWA "Manual of Uniform Traffic Control Devices (MUTCD)," and any other applicable law, as a minimum criteria. The Contractor must own a FDOT compliant arrow board and FDOT compliant traffic cones.

4. The Contractor, on an immediate and first priority basis, shall be able to provide the Town qualified personnel and appropriate equipment on a sustained basis to clear roads, right of ways, and perform any other work as assigned in the event an emergency or an Act of God (i.e. storm, tornado, or hurricane) at all times; or as deemed necessary by the Town Manager or his designee. Contractor shall provide sufficient manpower and equipment to provide any emergency landscape services as needed on a 24/7/365 basis with one hour notification from Town. Work includes but is not limited to roadway clearing, irrigation repairs, extensive clean-up and disposal activities.

5. The Contractor shall be available to meet with all public utilities to locate all irrigation and hydraulic lines prior to excavation by the utility company. The Contractor is to act as the Town's representative in order to avoid unnecessary damage to irrigation lines.

6. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency and NPDES requirements, and is responsible for all non-compliance penalties.

7. The Contractor must have substantial experience in the landscape and irrigation maintenance of municipal parks and public rights-of-way, including medians and high traffic roadways. This experience must include a minimum of five (5) years experience in this type of work. Proof of such shall be required with Proposal submittal.

8. If the Contractor intends to use Sub-contractors to perform any Work on the Contract, these Sub-contractors are subject to approval by the Town, in its sole discretion.

4.9 CONTRACTOR STAFF TRAINING AND EXPERIENCE.

1. The Contractor will provide staff able to perform the Work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, integrated pest management, and pesticide application. The Town reserves the right to demand the replacement of Contractor's staff who does not meet the Town's standards for safety, professionalism, or horticultural knowledge.

2. All Work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five (5) years combined horticultural education and experience. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name to ensure coordination and continuity.

3. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of a Certified Irrigation Technician.

4. All pesticide applications shall be performed by a Certified Pest Control Operator in Lawn & Ornamentals, licensed in the State of Florida. License numbers shall be provided to the Town prior to award of the Contract.

5. All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH will only be performed under the supervision of an ISA certified Arborist with a minimum of five (5) years experience with South Florida trees. The certified arborist shall be on site at all times when pruning occurs. License numbers shall be provided to the Town prior to award of Contract.

4.10 REQUIREMENTS FOR IRRIGATION AND SYSTEM MAINTENANCE.

1. The Contractor is to be expected to be knowledgeable and familiar with the existing irrigation systems at the time of Proposal submittal and is responsible for the repair of all components to insure a continually efficient irrigation system. This includes the adjustments of the controllers to insure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District drought guidelines. Contractor is to visually inspect all irrigated areas once per week to identify potential leaks as evidenced by water related plant stress, surface water, dry spots, correct spray patterns, prevention of overspray onto pavement, head clogging and retracting, broken or damaged equipment, and paved surfaces and walls affected by irrigation spray. In addition, Contractor is to perform wet tests once per month, or more frequently as required by the Town, at its sole discretion, and meter readings to verify viability of systems at least once per month, or more frequently as required by the Town, at its sole discretion. The Contractor is responsible for keeping all irrigation systems fully operational. Wet test report shall be submitted to the Town's Landscape Architect once per month.

2. The irrigation within the Town is a conventional, above-ground, municipal water system fed by numerous municipal water meters.

3. All valves, controllers, heads, and other components must be maintained on a regular basis. This shall include, but not be limited to, the adjustment of the throw of water of irrigation heads so as to minimize or eliminate the throw of water onto the public roadway, sidewalk and buildings, and the checking of breaks, and replacement of broken or stolen heads.

4. All irrigation breaks or malfunctions must be repaired by the Contractor within 24 hours notification by Town (including weekends). This includes all vehicular damage to irrigation and/or landscape materials. Furthermore, all damages noticed by Contractor shall be reported to Town within 24 hours. Contractor shall not charge Town labor charges, vehicle fuel, or travel charges for routine irrigation inspections and maintenance.

5. Irrigation repairs and maintenance shall not be sub-contracted. Contractor shall have sufficient labor, materials, tools, equipment, and qualified and certified supervision to adequately maintain irrigation systems to Town's specifications and be approved by the Town's Landscape Architect.

4.11 IRRIGATION REPLACEMENT, REPAIR & RETRO-FITTING.

1. The Contractor, at his expense, will be responsible for the labor required for the proper replacement, repair, or retro-fitting of all irrigation components. The wholesale cost of parts only will be reimbursed by the Town, with proper documentation and approval by the Town's Landscape Architect and/or Town's staff. In the event of an emergency, overtime labor costs will be paid by the Town at the contract approved hourly rates only if the work is required after normal business hours.

2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Town. If a change to the installation or material will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, the Contractor shall request authorization, in writing, to make the change from the Town.

3. Replacement of system components shall be the same manufacturer and model as original equipment, or better, as authorized by Town.

4.12 FERTILIZER REQUIREMENTS.

The Contractor shall adhere to the fertilizer programs described below. The intent is to use the minimum amount of fertilizers necessary to produce a healthy, vigorous and attractive landscape. The Contractor shall perform a soil fertility test at least twice per year or before major fertilization as designated below. The soil samples shall be taken in a variety of locations (6 minimum) to determine the need for soil/plant nutrients before applying the fertilizer. The primary goal is to apply fertilizer only if the soil is without adequate nutrients for plant vigor. The fertilization needs may be adjusted based on the results of the soil sampling and prior approval by the Town. Soil testing will be performed at no additional cost to Town. Contractor shall submit copies of all soil tests to the Town and the Town's Landscape Architect prior to start of fertilization. Based on soil testing, fertilization composition and frequency may need to be adjusted. The Contractor shall submit fertilization schedules and proposed treatment in writing for review by the Town and the Town's Landscape Architect prior to proceeding. The Contractor shall submit a list of all pesticides proposed for use under this Contract for review by Town, including MSD sheets for each item. Special attention shall be given to complete and timely chinch bug control such that turf damage is reduced to an absolute minimum (or eliminated). Information provided on materials included on this list shall include the exact brand name and general formulation. The use of any chemical on the list shall be as governed by all applicable law. Review by the Town or Town's Landscape Architect shall not be deemed to be an approval that is contrary to any other applicable law or regulation.

4.13 DELIVERY, STORAGE, AND HANDLING.

The Contractor shall deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time. All materials shall be stored in a manner to prevent wetting and deterioration.

4.14 MATERIALS.

Fertilizer and insect/disease control materials shall be applied at rates established by accepted horticultural standards, manufacturer's recommendations, soil testing, and as approved by Town and Town's Landscape Architect. The Contractor shall submit records monthly to the Town and Town's Landscape Architect indicating areas fertilized, rates and dates accomplished. Review by the Town or Town's Landscape Architect shall not be deemed to be an approval that is contrary to any other applicable law or regulation. The Contractor shall apply additional fertilizer or soil amendments as needed to keep lawn, turf and plants in a healthy, green, weed free and nutrient rich condition, at no additional charge. The following schedule outlines a minimum of applications.

A. St. Augustine lawns for parks, right-of-ways, facilities, and open spaces

1. Apply four applications per year in February, May, August, and November.
2. Turfgrass fertilizer shall be in granular form and have a 3-1-2, 4-1-3 (ie; 12-6-8 or 16-4-8) or similar ratio of N, P, and K with at least 50% of the nitrogen in the insoluble or slow-release form. Fertilizer mix shall also contain iron (at least 0.5%)

and other micronutrients such as magnesium, manganese, and zinc. A lower nitrogen product can be used during the summer months so as not to substantially increase growth rates. "Weed and Feed" products containing Atrazine herbicide may be used in cooler months. Products should be applied at the rate of 1 pound of actual nitrogen per 1,000 square feet of lawn area.

3. Apply Talstar or equal to control insects, as needed, as part of Integrated Pest Management program.
4. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

B. Palms

1. Palms to be fertilized four times per year in the months of February, May, August, and November. Fertilizer to be a granular "Palm Special" 8-2-12 product, with at least 50% of the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain micronutrients, specifically magnesium (kieserite, at least 3%), manganese sulfate (at least 1%), chelated iron (Trachelene, at least 1%), and trace amounts (less than 1%) of boron (boric acid), copper sulfate, and zinc sulfate.
2. All free-standing palms shall receive 1 to 8 pounds of the product recommended above, as per individual palm size (1 to 3 pounds each for small palms; 3 to 5 pounds for each of the mid-size palms; 5 to 8 pounds for large palms). Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.
3. During the two summer applications (May and August) the 8-2-12 shall be mixed with Sul-Po-Mag or K-Mag in a 1:1 ratio and applied together at the recommended rates.
4. Palms with reduced rooting space in small planters or beds, or those with extensive ground cover beneath, shall have overall fertilizer rates proportionately reduced by 1/3 to 1/2 and frequencies increased to 6 times per year (1 time each 2 months) to prevent phytotoxicity.
5. Supplemental Sul-po-mag, K-Mag, manganese sulfate or other micronutrients may be required to correct nutritional deficiencies.
6. Observation: It shall be the contractor's obligation to perform regular monthly inspections of the palms and report to the Town any site condition which may be detrimental to the health and vitality of the palms. Further, the Contractor is responsible to report the development of disease or other problems along with recommended solutions. Insect and disease activity will be treated on an "as-needed" basis upon inspection. Required service calls and treatment between scheduled maintenance shall be at Contractor's expense. These reports are to be written and should be received by the Town and Town's Landscape Architect no later than ten days after each inspection. It is required that the Town be notified in advance of planned activities in order to allow them to witness and record the applications.

C. Trees

1. Two applications per year of 8-2-12 granular fertilizer or approved equal. Apply 1/2 pound per foot of canopy diameter or 1/2 pound per inch of trunk diameter at breast height, not to exceed 8 to 10 pounds per tree. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

D. Shrubs and Groundcover

1. Shrubs are to receive four applications of 8-2-12 granular fertilizer in February, May, August and November. Supplemental micronutrient applications may be needed on ixoras, bougainvilleas, gardenias, hibiscus, etc. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.
2. No copper based fungicides are to be applied to Bromeliads.

E. Seasonal Color

1. Apply one initial and one "mid-term" application of Nutricote total 70 day 13-3-13 fertilizer at half-rates for each seasonal color planting.
2. Apply Snapshot pre-emergent herbicide to seasonal color planting bed at each seasonal color change.

F. Phoenix canariensis, Phoenix Dactylifera and Phoenix Sylvestris (Date Palms)

1. Disease Control: Three times per year all palms will be treated with a systemic fungicide(s) which is labeled for Fusarium, Pithium, Phytophthora and imidacloprid. These applications will be performed as a root drench during the months of March, July, and November and are considered to be preventive maintenance. Contractor is responsible to follow manufacturer's recommendations for rates and quantities.
2. OTC (Lethal Yellowing) injections three times per year for all Date Palms.
3. Observation: It shall be the contractor's obligation to perform regular monthly inspections of the palms and report to the Town any site condition which may be detrimental to the health and vitality of the palms. Required service calls and treatment between scheduled maintenance will be at Contractor's expense. Further, the Contractor is responsible to report the development of disease or other palm problems along with recommended solutions. These reports are to be written and should be received by the Town and Town's Landscape Architect no later than ten days after each inspection. It is required that the Town be notified in advance of planned activities in order to allow them to witness and record the applications.

G. Bermuda turf for parks

1. Use 'Choice' (or approved equal) mole cricket control (on Bermuda turf) annually during the month of May. Follow manufacturer's instructions for application methods and amounts. Turf shall maintained to remain 100% pest free year round.
2. Apply fungicides at the first symptoms of fungal presence in turf or lawn. Use a selective product for the specific fungal infection and follow manufacturer's instructions for application methods and amounts. Turf shall be maintained to remain 100% fungus free year round.
3. For fungus control of Bermuda turf, use (2) applications of Pendulum or Ronstar, (or approved equal). The first application is to occur in March and the second application is to occur in September.

4. For weed and fungus control of all Bermuda turf, use (2) applications of Pendulum or Ronstar (or approved equal) pre-emergent herbicides or as needed to maintain a 95% weed free turf. The first application is to occur in March and the second application is to occur in September. Annual and perennial weeds that have already emerged can be controlled by using post-emergent herbicide such as Revolver, or approved equal. Follow manufacturer's instructions with all herbicide applications.
5. Bermuda turf shall be vibrant, healthy, green, thatch free and nutrient rich at all times; at the Town's sole discretion. Apply quality commercial fertilizer and soil amendments to maintain best horticultural practices and standards for major and minor nutrients, and optimum soil pH levels year round to ensure healthy and vibrant Bermuda turf as defined by the Town, at its sole discretion. Contractor shall contract with a qualified laboratory to complete (3) soil analyses per year minimum in each park (North and South) to determine the macro and micronutrient levels, pH, and soluble salts prior to fertilization. Fertilizer application and soil amendments shall be adjusted accordingly to maintain year round healthy and vibrant turf, subject to Town approval. Submit all soil analyses to Town for review by Town and Town's Landscape Architect.
6. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

4.15 HERBICIDES/PESTICIDES.

All herbicide/pesticide applications will be applied only by a Certified Pest Control Operator Licensed by the State of Florida. Proof of license must be supplied to Town prior to start of work. All MSD data and other available documentation must be supplied to the Town prior to any application. Application schedules shall be submitted to the Town (10) days prior for approval.

1. Trees and palms within lawn area: Spray area 2" away from trunk with Round-up by Monsanto Manufacturing Company. Do not spray tree leaves, suckers, adventitious roots, or open wounds. Do not use weed-eater for trees and palms within lawn area. (Do not spray herbicide near Phoenix Date Palms).
2. All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through the use of herbicide.

NOTWITHSTANDING ANY LANGUAGE IN THIS RFP OR THE CONTRACT, ALL CHEMICAL APPLICATIONS SHALL REQUIRE WRITTEN APPROVAL BY THE TOWN PRIOR TO APPLICATION. CONTRACTOR SHALL SUBMIT YEARLY, QUARTERLY, AND MONTHLY CALENDARS FOR APPROVAL PURPOSES RELATING TO CHEMICAL APPLICATIONS AND LOCATIONS.

4.16 PREVENTIVE SPRAY FOR INSECT CONTROL.

1. Turf and lawns: Treat all turf and lawn areas as required, for control of all chinch bugs, army worms, sod webworm, mole crickets, fungus, and other pests. Treatments shall be performed by (at Contractor's expense) a Certified Pest Control Operator licensed by the State of Florida using Integrated Pest Management Principles. Unless specifically approved by the Town, only liquid pesticide applications are to be used for chinch bug control.

2. Shrubs: Treat shrubs and ground cover as needed, with the most appropriate selective pesticide for the targeted pests. Follow manufacturer's instructions for application, using Integrated Pest Management Principles. Follow manufacturer's instructions for application, using Integrated Pest

Management Principles. It is the Contractor's responsibility to perform monthly evaluations of all shrubs and groundcover and treat as needed to keep them healthy.

3. OTC (Lethal Yellowing) injections: Upon evidence of lethal yellowing, inform the Town and with the Town's written authorization, immediately begin injections per label rate, per palm, of OTC tree injection formula (Tree Saver Inc. or equal). Follow manufacturer's recommendations re: injection method and frequency. *(All Date Palms are included in base proposal. All other species to be treated on an as needed basis and included in Additional Schedule of Values)*

4. Red Eye Royal Palm Bug: As a preventative measure, apply a 5 gallon per palm soil drench with Merit systemic insecticide root drench in January on all Royal Palms. Perform a second soil drench within 21 days. Follow manufacturer's recommendations re: installation methods. It is the responsibility of the Contractor to perform monthly evaluations of all Royal Palms to keep them healthy.

In some heavy infestations, a foliar application of Merit or equivalent is recommended for immediate results. Drench head of palm until runoff occurs and repeat foliar spray within 21 days.

5. Ficus White Fly: As a preventative measure, for all ficus hedges and any other shrubs susceptible to ficus whitefly within the Town, begin a foliar spray with Imidacloprid Insecticide (which goes by trade names such as Merit) at label rates. A non-ionic surfactant is to be used with all foliar sprays to improve performance of the active spray ingredient and to provide more uniform distribution on leaf surface. Following the foliar spray, apply a liquid root drench with Imidacloprid Insecticide (which goes by trade names such a Merit) at label rates twice per year, minimum. This drench is to include a high analysis liquid fertilizer with micronutrients to stimulate growth and create strong and new root vigor. Recommended fertilizer is 28-0-0- with micro 350 chelated micronutrients. For Ficus trees, apply a basal trunk application once per year or as needed, with Imidacloprid Insecticide (which goes by trade names such as Merit, Safari, etc.). Follow manufacturer's recommendations regarding installation methods and application rates. Applicators shall be well trained in whitefly applications. Provide documentation to Town of Applicators training.

6. Spiraling Whitefly: For all tree species susceptible to spiraling whitefly or any other type of whitefly (ie: Gumbo Limbos, Calophyllum, Black Olive, etc.) apply a basal trunk application with Imidacloprid Insecticide, once every 6 months, or as needed to control whitefly. For all palm species (ie: Coconut Palms, Solitaire Palms, etc.) apply a micro-injectable systemic insecticide with the Arborjet Injection System or approved equal one time per year. The dosages and number of application sites are based on tree diameter. Follow manufacturer's recommendations regarding installation methods and application rates. Applicators shall be well trained in injection methods. Provide documentation to Town of Applicators training.

NOTWITHSTANDING ANY LANGUAGE IN THIS RFP OR THE CONTRACT, ALL CHEMICAL APPLICATIONS SHALL REQUIRE WRITTEN APPROVAL BY THE TOWN PRIOR TO APPLICATION. CONTRACTOR SHALL SUBMIT YEARLY, QUARTERLY, AND MONTHLY CALENDARS FOR APPROVAL PURPOSES RELATING TO CHEMICAL APPLICATIONS AND LOCATIONS.

4.17 MOWERS AND EDGERS.

1. All mowers shall be adjusted to 2 ½" or 3" cutting height for St. Augustine grass, ¾" to 1" for Bermuda grass as directed by Town, shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.

2. All mowers must be mulching-type mowers with no discharge allowed, or all clippings must be manually removed. Rotary mowers for St. Augustine, reel mowers for Bermuda.

3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the Town at its sole discretion. All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.

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

4.18 MULCH.

1. Grade 'A' shredded Certified Red Premium mulch (provide evidence of type and grade of mulch, to Town, prior to delivery, for approval by Towns' Landscape Architect).

2. Mulch all planting areas not covered by shrubs, groundcover, or existing mulch (one time per year, or as directed by Town), so as to effect a 2.5" mulch depth. Keep mulch 6" away from tree and palm trunks.

4.19 METHODS OF MAINTENANCE.

1. Litter Control:

A. The Contractor shall receive and dispose of all litter debris at least twice per week. This shall include cleaning all areas prior to mowing. This litter and debris includes but is not limited to glass, rocks, dead foliage, metal, branches, paper, plastic items, palm fronds or other debris subject to becoming a projectile if engaged by a mower.

2. Mowing of lawn areas:

- A. The mowing of wet grass shall be avoided when possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid ruts or wear.
- B. Use string trimmer for areas not accessible to mowing equipment. Trim around poles and other fixed objects within road right-of-way.
- C. Mow and edge St. Augustine lawn areas with a rotary mower every ten (10) days from October 1 thru April 1 and every seven (7) days from April 1 thru October 1 (44 cuts), or more frequently as needed to maintain a neat clean appearance. The cutting height shall be a minimum of 3 1/2" to a maximum of 4" above soil.
- D. Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.
- E. Weekend mowing is not allowed unless specifically authorized in writing by the Town.
- B. The Contractor shall adhere to ANSI Z-133 Safety Standards.
- C. Mowing schedules shall be approved by Town.

3. Bermuda turf mowing and maintenance standards, practices, and requirements:

- A. Mow and maintain all Bermuda turf not to exceed 1" height or as directed by the Town, with a reel type mower. Remove all clippings and thatch after each cut. Cutting blades and bedknife shall be washed down before and after each use to prevent the spread of spores, weed seeds and other contaminants. Reel mowers shall be kept in good repair and blades sharpened weekly. Mow and edge all Bermuda turf a minimum of two times per week, including weekends (104 cuts). Turf shall be cross-cut during each mowing.
- B. Contractor shall be required to provide documentation demonstrating at least five (5) years of knowledge, experience and competency in maintaining Celebration (or equal) Bermuda turf included with the Proposal documents at the time of Proposal submittal.

- C. Aerate all Bermuda turf with turf aerator using 6" minimum solid steel tines, three times per year minimum, starting in April through August to maintain a thatch free environment. Lightly top dress with silica sand or 90/10 silica sand and screened peat mix at 1/8 to 1/4 of an inch to fill low spots and drag in cores. Fertilize as per soil sample results. Coordinate dates for this work with the Town.

4. Edging:

- A. Edge mechanically as required, to maintain a neat, clean appearance. Chemical edging is prohibited throughout Town.
- D. Trim and properly weedeat/edge curbs, walks, lighting, concrete or paver medians and all other obstacles in the landscape, and all shrub and flower beds as well as tree rings; and remove clippings where applicable.
- E. Edging of beds and tree rings (soft edging) shall be executed every mow with respect to the turf type adjacent to the edging. Weedeating shall be done with every cut and completed before blowing off the cut areas. Maintain shape of planting beds and tree rings as originally designed at every mow with respect to the turf type adjacent to the edging.
- F. Weedeating under all fence lines shall be done with each cut. No invasive vines or weeds of any type are allowed to adhere and grow on fences or any structure.
- G. Paved areas (hard edge) shall be edged every mowing with respect to the turf type adjacent to the edging. All errant vegetation in expansion joints, cracks or crevices in any portion of the concrete area shall be kept weed free.
- H. Damage to property or existing vegetation caused by improper trimming or edging or vine removal shall be repaired or replaced within 48 hours at the Contractor's expense.
- I. Landscape lighting, benches, etc. shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings, leaves, sticks, twigs and all litter each time the edging is done.

5. Pruning/Trimming:

- A. Prune palms including Coconut Palms, Sabal Palms, Solitaire Palms, etc. two times per year minimum to remove lower hanging fronds and fruit between 9 and 3 o'clock position, or more often as directed by Town's Landscape Architect. When pruning palms completely dip pruning tools in a solution of one of the following: 25% bleach solution (corrosive), 25% pine oil ("Pine-Sol"), or 50% rubbing alcohol (70% isopropyl) for at least 5 minutes prior to moving to adjacent palm.
- B. Prune all trees over 20' height and adjacent to walks and vehicular areas to raise their crowns to obtain a minimum of 12' of clear trunk. Maintain minimum of 8' of clear trunk for all other trees. All trees to be pruned a minimum of once per year or as directed by Town Landscape Architect.
- C. Trim shrubs and groundcover as directed by the Town Landscape Architect. Trim shrubs and groundcover at intersections within clear line of sight, to meet the criteria set forth in FDOT Index 546 (latest revision), which mandates a maximum height of 24" from top of adjacent pavement. Cut back overgrowth of shrubs and trees that extends into the road right-of-way preventing clear line of sight.
- D. Hand clean/remove thatch build-up from Muhly Grass and Fakahatchee Grass on a consistent basis. Cut back once per year following bloom, during the dry season when they turn brown.
- E. Ensure all shrubs and ground cover material are pruned a minimum of once per month to insure the best shape, health and character of the individual plant. The Contractor may utilize mechanical trimming only when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other planting, walkways,

lighting, etc.

- F. Selectively prune trees and palms in accordance with American National Standards Institute ANSI A-300 Standards and as directed by the Town's Landscape Architect. Remove suckers, shoots, and dead or dying branches. All tree, palm, and shrub pruning is included in the Contract.
- G. Trim mangroves from all areas as needed. Contractor is responsible for obtaining any required permits and licenses from Miami-Dade County Regulatory & Economic Resources and other agencies in order to trim mangroves. A professional mangrove trimmer as defined by the Florida Dept. of Environmental Protection shall be responsible for any mangrove trimming required.
- H. Remove dead, dying, and "hanging" fronds from palms, as needed, for clean appearance between 9 and 3 o'clock position. Never remove fronds that do not hang below a line parallel to the ground. The hurricane or candle cut pruning of palms is not allowed. Remove sprouts or stems to maintain single trunk on single-trunk trees. Fronds removed should be severed close to the petiole base without damaging live trunk tissue. Do not over-prune palms by removing live green fronds. Use no climbing spikes. Never pull or rip off fronds.
- I. Prune all Date Palms (*Phoenix dactylifera*, *Phoenix sylvestris* and *Phoenix canariensis*) two times per year (May and October) to remove Date Palm seeds and lower fronds, as directed by Town's Landscape Architect. When pruning Date Palms completely dip pruning tools in a solution of one of the following: 25% bleach solution (corrosive), 25% pine oil ("Pine-Sol"), or 50% rubbing alcohol (70% isopropyl) for at least 5 minutes prior to moving to adjacent palm. Prior to hurricane season (May to June), prune Date Palms as follows: Prune seed stalks cutting the stems to within 6" of trunk and two lowest sets of fronds on palms that have been established on site for more than two years. Follow with a 10 gallon soil drench on Date Palms utilizing Subdue or Chip-co Aillette. Follow manufacturer's recommendations.
- J. Do no major tree or shrub pruning between November 1st and March 15th, unless requested by Town.
- K. Maintain integrity of original design when trimming. Do not box plants whose habits of growth do not lend itself to this type of trimming.
- L. Use no machete for trimming. No plant material shall be trimmed using weed eaters.
- M. Haul away and properly dispose of all trimming debris, at Contractor's expense.

6. Bromeliad Maintenance:

- A. Keep areas surrounding the base of bromeliads and cups free from leaf debris and hardwood mulch. Remove dead leaves at base to give clean appearance. Remove mother plant after the flower spike has declined. When pups become approximately 1/3 the size of mother plant divide pups and re-plant. Dust with snail bait if needed and dust soil with timed released fertilizer as needed. Do not allow micro-nutrients to drift onto bromeliads and do not overwater. If mosquitos ever become a problem, flush out the cups with water or lightly sprinkle chewing tobacco in the center cup that holds water. Every year, depending on growing conditions, remove all the mother plants and replenish the planting bed soil and replant that seasons pups for all clumping bromeliads such as *Aechmea* spp., *Neorgelia* spp., etc.

7. Weeding:

- A. Hand-pull weeds in shrub, ground cover area, at base of trees and in artificial turf areas as needed to maintain a clean appearance.
- B. Apply approved herbicides, as needed, to control weeds in sidewalk, decorative paver/ and beach pebble areas, curb, catch basins, and gutter areas.
- C. Trees and palms within lawn area: Do not use string trimmers adjacent to trunks in order

to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling or chemical control, at each maintenance visit. Nut sedges shall be controlled by a product formulated specifically for their eradication. No green weeds shall be visible in any landscaped beds on the final day of each month.

- D. Haul away all trimming debris from site and properly dispose of at Contractor's expense.

8. Clean-up:

- A. Using a mechanized low-decibel blower, remove and dispose of all debris from walks, drives, roads, and pedestrian areas as often as requested by Town.
- B. Remove all excess soil, trimmings, debris, and equipment from site after each visit.
- C. All debris removed from the Town of Golden Beach is to be disposed of at an EPA and State of Florida approved dumping site, at Contractor's expense.

4.21 PAYMENT.

As full compensation for satisfactory performance of the Services, the Contractor agrees to charge and shall be paid by the Town the fees as set forth in the Contract. Fees shall be paid in arrears each month, upon satisfactory completion of the Services pursuant to a monthly invoice and approval by Town Manager or his designee. Invoices shall be processed and paid pursuant to the Prompt Payment Act, Section 218.70, Florida Statutes.

The Contractor agrees to perform the Services in accordance with the dates set forth in the Proposal and the Contract unless instructed otherwise by the Town Manager or his designee.

Notwithstanding the dates set forth in the proposal, all plants, shrubs and sod shall be pruned, trimmed or mowed as the health of the plant or shrub may require or as directed by the Town Manager, or his designee.

4.22 NON-CONFORMANCE TO CONTRACT CONDITIONS.

The Town may withhold payment or reject Work or Services to areas which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, Services or Work for subject areas shall be rectified within five (5) calendar days by the Contractor, at its expense. Rejected areas left longer than fifteen (15) calendar days will be regarded as abandoned. Rejection for non-conformance, failure to provide Services conforming to specifications, or failure to meet service schedules, may result in the Contractor being held in default and shall authorize the Town to terminate the Contract upon notice to the Contractor.

END OF SECTION 4

BID FORM

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

Bidder shall submit a Bid expressing its interest in providing the services described herein. To receive consideration, the request for Bids must be submitted in its entirety, with all forms executed. Bids must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Bidder must be initialed. Any additional information to be submitted as part of the Bid may be attached behind the Bid Pricing Schedule Form.

The Town reserves the right to add or delete any service, at any time. Should the Town determine to add an additional site or delete a current site for which pricing was not previously secured; the Town shall seek the Successful Bidder to provide reasonable cost(s) for same. Should the Town determine the pricing unreasonable, the Town reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

The Town reserves the right to adjust or amend the contract quantities for plant material listed in the Schedule of Values. Payments shall be for unit ordered, placed, and accepted by the Town.

I hereby propose to furnish the goods and Services specified in the request for Bids. I agree that my Bid will remain firm for a period of 120 days after Bid opening by the Town of Golden Beach in order to allow the Town adequate time to evaluate the bids.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the Contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Golden Beach or any other bidder has an interest in said proposal. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

I further certify that the Bidder acknowledges receipt of all Addenda issued by the Town in connection with the Bid, including:

Addendum #	<u>1</u>	Dated	<u>3/26/14</u>	Initials	<u>RM</u>
Addendum #	_____	Dated	_____	Initials	_____
Addendum #	_____	Dated	_____	Initials	_____

No Addendum was received _____ Date _____ Initials _____

Attached hereto are the following forms/documents which form a part of this Bid:

Attachments:

- Bid Form
- Bidder's Certification
- No Bid Response
- Schedule of Values

Proposed Maintenance Plan
Bid Exception Form
Indemnification Clause
Drug-Free Workplace Affidavit
Anti-Kickback Affidavit
Non-Collusive Affidavit
W-9 Request for Tax Identification and Certification

Mainguy Landscape Services
Name of Bidder Company

SEAL

BY: *Robert Mainguy*
Signature

Attest: _____

Robert Mainguy
Print Name:
President
Title


1855 South Flamingo Road, Davie, FL 33325
Address

(954) 741-3000
Telephone Number

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Instrument was acknowledged before me this 27th day of Nov., 2014, by Robert Mainguy, as President (title), of Mainguy Landscape Services (Bidder), a Florida corporation, on behalf of the company/corporation. He is personally known to me or has produced _____ as identification.

[SEAL]

NOTARY PUBLIC-STATE OF FLORIDA
 Alejandra M. Sanchez
Commission # EE067698
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Alejandra Sanchez
Notary Public, State of Florida
Print Name of Notary
Commission Expires: 03/06/15
Commission No. EE067698

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

BIDDER'S CERTIFICATION

**CERTIFICATE
(if Partnership)**

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____ (Bidder), a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____ as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20____, to the Town of Golden Beach from this partnership and that his execution of thereof, attested by the _____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____

Secretary

(SEAL)

**TOWN OF GOLDEN BEACH
 LANDSCAPE AND IRRIGATION MAINTENANCE
 BID No. 2014-01**

**TOWN-WIDE
 (Areas West of S.R. A1A)
 SCHEDULE OF VALUES**

**LANDSCAPE AND IRRIGATION MAINTENANCE
 (Excluding Plant Material)**

ITEM #	ITEM DESCRIPTION	TOTAL COST PER 12 MONTHS
1	Golden Beach Drive	\$ 75,580.00
2	Town Hall	\$ 14,005.00
3	The Strand Gatehouse and Entrance Drive from A1A to G. Beach Dr.	\$ 18,891.00
4	Strand Boat Dock	\$ 7,370.00
5	Twiddle Park/Dog Park	\$ 26,380.00
6	North Park	\$ 28,535.00
7	South Park	\$ 30,040.00
8	Singer Park	\$ 6,260.00
9	Massini Park and Massini Wall	\$ 15,835.00
10	Terracina Wall and Terracina Park	\$ 10,105.00
11	Cul-de-sacs (8 total)	\$ 3,330.00
12	Street ends (4 total)	\$ 4,650.00
13	Navona Ave. Bridge Streetscape	\$ 6,870.00
14	The Strand Bridge Streetscape	\$ 3,700.00
15	Verona Ave. Bridge Streetscape	\$ 4,895.00
16	West Lot Parking Lot	\$ 4,870.00
BASE MAINTENANCE	SUBTOTAL	\$ 261,316.00

SCHEDULE OF VALUES
PLANT MATERIAL

TOWN-WIDE (Areas West of S.R. A1A)

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
17	New Guinea Impatiens, 4.5" pot	2,800	EA	\$ 2.25	\$ 6,300.00
18	Bronze Leaf Begonias, 4.5" Pot	2,800	EA	\$ 2.25	\$ 6,300.00
19	Pentas, 4.5" Pot	3,400	EA	\$ 2.25	\$ 7,650.00
20	Agave attenuata (False Agave), 7 Gal.	5	EA	\$ 75.00	\$ 375.00
21	Aechmea 'Dean' Bromeliad, 10" pot	5	EA	\$ 25.00	\$ 125.00
22	Alcantarea imperialis 'Malbec', 17" pot	3	EA	\$ 125.00	\$ 375.00
23	Alcantarea odorata, 17" pot	10	EA	\$ 75.00	\$ 750.00
24	Alpinia zerumbet 'Variegata' (Variegated Shell Ginger), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
25	Bougainvillea 'Dwarf' (Dwarf Bougainvillea), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
26	Clusia guttifera (Small-leaf Clusia), 4.5' Ht.	10	EA	\$ 40.00	\$ 400.00
27	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 7 Gal.	50	EA	\$ 35.00	\$ 1,750.00
28	Crinum 'Queen Emma' (Queen Emma Crinum Lily), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
29	Dianella tasmanica (Blueberry Flax Lily), 3 Gal.	200	EA	\$ 12.50	\$ 2,500.00
30	Duranta erecta 'Gold Mound' (Gold Mound), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
31	Euphorbia milii 'Somona' (Dwf. Crown of Thorns), 3 Gal.	40	EA	\$ 12.50	\$ 500.00
32	Ficus benjamina (Weeping Fig), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
33	Ficus macrocarpa 'Green Island' (Green Island Ficus), 3 Gal.	300	EA	\$ 12.50	\$ 3,750.00
34	Ficus repens (Creeping Fig), 1 Gal.	20	EA	\$ 6.25	\$ 125.00
35	Hamelia patens 'Compacta' (Compact Firebush), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
36	Ixora 'Nora Grant' (Pink Ixora), 3 Gal.	10	EA	\$ 12.50	\$ 125.00

TOWN-WIDE (Areas West of S.R. A1A)

37	Jasminum volubile (Wax Jasmine), 3 Gal.	50	EA	\$ 12.50	\$ 625.00
38	Microsorium scolopendrium (Wart Fern), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
39	Monstera deliciosa (Ceriman), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
40	Muhlenbergia capillaris (Muhly Grass), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
41	Neorgelia 'Chile Verde', 6" pot	15	EA	\$ 18.75	\$ 281.25
42	Neorgelia 'Bossa Nova', 6" pot	15	EA	\$ 18.75	\$ 281.25
43	Neorgelia 'Super Fireball', 6" pot	15	EA	\$ 18.75	\$ 281.25
44	Podocarpus macrophyllus (Japanese Yew), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
45	Philodendron 'Rojo Congo' (Rojo Congo), 3 Gal.	15	EA	\$ 12.50	\$ 187.50
46	Schefflera arboricola 'Trinette' (Variegated Arboricola), 3 Gal.	600	EA	\$ 12.50	\$ 7,500.00
47	Tripsacum dactyloides (Fakahatchee Grass), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
48	Tripsacum floridanum (Dwarf Fakahatchee), 3 Gal.	200	EA	\$ 12.50	\$ 2,500.00
49	Cocos nucifera 'Green Malayan' (Coconut Palm), 16' G.W.	1	EA	\$ 2,000.00	\$ 2,000.00
50	Cocos nucifera 'Green Malayan' (Coconut Palm), 20' G.W.	1	EA	\$ 2,500.00	\$ 2,500.00
51	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 22' G.W.	1	EA	\$ 9,500.00	\$ 9,500.00
52	Phoenix sylvestris (Sylvester Date Palm), 16' G.W.	1	EA	\$ 7,500.00	\$ 7,500.00
53	Roystonea regia (Florida Royal Palm), 18' GW	1	EA	\$ 1,000.00	\$ 1,000.00
54	Wodyetia bifurcata, 12' G.W.	1	EA	\$ 750.00	\$ 750.00
54	St. Augustine 'Floratum' Sod	5	Palette	\$ 450.00	\$ 2,250.00
55	Bermuda 'Celebration' Turf	3	Palette	\$ 500.00	\$ 1,500.00
56	Red Premium Shredded Mulch, Grade 'A' or better	1,000	Bag	\$ 4.25	\$ 4,250.00
BASE PLANTS	SUBTOTAL				\$ 79,531.25

GRAND TOTAL	TOTAL BASE MAINTENANCE PLUS PLANT MATERIAL	\$ <u>340,847.25</u>
		GRAND TOTAL (TOWN-WIDE)

NOTE: The unit price for replacement plant material to include delivery, installation, necessary soil amendments, removal and disposal of existing plant material, bed preparation, staking, super absorbent polymer, and initial hand watering until established, if needed. Seasonal color replacements shall include removal of existing plantings, bed preparation, pre-emergent herbicide, Atlas 3000 soil mix, initial and mid-term application of Nutricote, and initial hand watering. Quantities are an estimate only and may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, 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/no anticipated profits, etc.) other than the proposal or bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

S.R. A1A & BEACH PAVILION

SCHEDULE OF VALUES LANDSCAPE & IRRIGATION MAINTENANCE (Excluding Plant Material)

ITEM #	ITEM DESCRIPTION	TOTAL COST PER 12 MONTHS
1	S.R. A1A/Ocean Boulevard	\$ 81,908.00
2	Beach Pavilion & Dune	\$ 14,925.00
BASE MAINTENANCE	SUBTOTAL	\$ 96,833.00

SCHEDULE OF VALUES PLANT MATERIAL

SR A1A & BEACH PAVILION

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
3	New Guinea Impatiens, 4.5" pot	150	EA	\$ 2.25	\$ 337.50
4	Begonias, 4.5" Pot	150	EA	\$ 2.25	\$ 337.50
5	Pentas, 4.5" Pot	150	EA	\$ 2.25	\$ 337.50
6	Alcantarea odorata, 17" pot	4	EA	\$ 75.00	\$ 300.00
7	Arachis glabrata (Perennial Peanut), 1 Gal.	50	EA	\$ 5.25	\$ 262.50
8	Carissa macrocarpa 'Boxwood Beauty' (Carissa), 3 Gal.	50	EA	\$ 12.50	\$ 625.00
9	Chrysobalanus icaco 'Red Tip' (Red-Tip Cocoplum), 3 Gal.	10	EA	\$ 12.50	\$ 125.00
10	Clusia guttifera (Small-leaf Clusia), 7 Gal.	10	EA	\$ 40.00	\$ 400.00
11	Coccoloba uvifera (Seagrape), 7 Gal.	10	EA	\$ 50.00	\$ 500.00
12	Conocarpus erectus 'Sericeus' (Silver Buttonwood), 3 Gal.	10	EA	\$ 12.50	\$ 125.00
13	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 7 Gal.	20	EA	\$ 35.00	\$ 700.00
14	Dianella tasmanica (Blueberry Flax Lily), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
15	Duranta erecta 'Gold Mound' (Gold Mound), 3 Gal.	300	EA	\$ 12.50	\$ 3,750.00

SR A1A & BEACH PAVILION

16	Ficus macrocarpa 'Green Island' (Green Island Ficus), 3 Gal.	200	EA	\$ 12.50	\$ 2,500.00
17	Hamelia patens 'Compacta' (Compact Firebush), 3 Gal.	300	EA	\$ 12.50	\$ 3,750.00
18	Schefflera arboricola 'Trinette' (Variegated Arboricola), 3 Gal.	200	EA	\$ 12.50	\$ 2,500.00
19	Scaevola, 3 Gal.	5	EA	\$ 12.50	\$ 62.50
20	Serenoa repens 'Cinera' (Silver Saw Palmetto), 15 Gal.	5	EA	\$ 165.00	\$ 825.00
21	Solenostemon scutellarioides (Coleus), 1 Gal.	60	EA	\$ 4.50	\$ 270.00
22	Tripsacum floridanum (Dwarf Fakahatchee), 3 Gal.	300	EA	\$ 12.50	\$ 3,750.00
23	Uniola paniculata (Sea Oats), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
24	Cocos nucifera 'Green Malayan' (Coconut Palm), 16' G.W.	1	EA	\$ 2,000.00	\$ 2,000.00
25	Cocos nucifera 'Green Malayan' (Coconut Palm), 20' G.W.	1	EA	\$ 2,500.00	\$ 2,500.00
26	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 26' G.W., Classic Cut	1	EA	\$ 9,500.00	\$ 9,500.00
27	St. Augustine 'Floratum' Sod	2	Palette	\$ 450.00	\$ 900.00
28	Red Premium Shredded Mulch, Grade 'A' or better	600	Bag	\$ 4.50	\$ 2,700.00
BASE PLANTS	SUBTOTAL				\$ 39,557.50

**GRAND
TOTAL**

**TOTAL BASE
MAINTENANCE PLUS
PLANT MATERIAL**

\$ 136,390.50

**GRAND TOTAL
(SR A1A & BEACH PAVILION)**

NOTE: The unit price for replacement plant material to include delivery, installation, necessary soil amendments, removal and disposal of existing plant material, bed preparation, staking, super absorbent polymer, and initial hand watering until established, if needed. All replacement plant material shall be top quality, Florida No. 1 or better. Seasonal color replacements shall include removal of existing plantings, bed preparation, pre-emergent herbicide, Atlas 3000 soil mix, initial and mid-term application of Nutricote, and initial hand watering. Quantities are an estimate only and may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, 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/no anticipated profits, etc.) other than the proposal or bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

**COMBINED BID
TOWN-WIDE, S.R. A1A & BEACH PAVILION**

**SCHEDULE OF VALUES
LANDSCAPE AND IRRIGATION MAINTENANCE
(Excluding Plant Material)**

ITEM #	ITEM DESCRIPTION	TOTAL COST PER 12 MONTHS
1	Golden Beach Drive	\$ 75,580.00
2	Town Hall	\$ 14,005.00
3	The Strand Gatehouse and Entrance Drive from A1A to G. Beach Dr.	\$ 18,891.00
4	Strand Boat Dock	\$ 7,370.00
5	Twiddle Park/Dog Park	\$ 26,380.00
6	North Park	\$ 28,535.00
7	South Park	\$ 30,040.00
8	Singer Park	\$ 6,260.00
9	Massini Park and Massini Wall	\$ 15,835.00
10	Terracina Wall and Terracina Park	\$ 10,105.00
11	Cul-de-sacs (8 total)	\$ 3,330.00
12	Street ends (4 total)	\$ 4,650.00
13	Navona Ave. Bridge Streetscape	\$ 6,870.00
14	The Strand Bridge Streetscape	\$ 3,700.00
15	Verona Ave. Bridge Streetscape	\$ 4,895.00
16	West Lot Parking Lot	\$ 4,870.00
17	S.R. A1A/Ocean Boulevard	\$ 81,908.00
18	Beach Pavilion & Dunes	\$ 14,925.00
BASE MAINTENANCE	SUBTOTAL	\$ 358,149.00

SCHEDULE OF VALUES
PLANT MATERIAL (COMBINED)

TOWN-WIDE, S.R. A1A & BEACH PAVILION

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
17	New Guinea Impatiens, 4.5" pot	2,950	EA	\$ 2.25	\$ 6,637.50
18	Bronze Leaf Begonias, 4.5" Pot	2,950	EA	\$ 2.25	\$ 6,637.50
19	Pentas, 4.5" Pot	3,550	EA	\$ 2.25	\$ 7,987.50
20	Agave attenuata (False Agave), 7 Gal.	5	EA	\$ 75.00	\$ 375.00
21	Aechmea 'Dean' Bromeliad, 10" pot	5	EA	\$ 25.00	\$ 125.00
22	Alcantarea imperialis 'Malbec', 17" pot	3	EA	\$ 125.00	\$ 375.00
23	Alcantarea odorata, 17" pot	14	EA	\$ 75.00	\$ 1,050.00
24	Alpinia zerumbet 'Variegata' (Variegated Shell Ginger), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
25	Arachis glabrata (Perennial Peanut), 1 Gal.	50	EA	\$ 5.25	\$ 262.50
26	Bougainvillea 'Dwarf' (Dwarf Bougainvillea), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
27	Carissa macrocarpa 'Boxwood Beauty' (Carissa) 3 Gal.	50	EA	\$ 12.50	\$ 625.00
28	Chrysobalanus icaco 'Red Tip' (Red-Tip Cocoplum), 3 Gal.	10	EA	\$ 12.50	\$ 125.00
29	Clusia guttifera (Small-leaf Clusia), 7 Gal.	10	EA	\$ 40.00	\$ 400.00
30	Clusia guttifera (Small-leaf Clusia), 4.5' Ht.	10	EA	\$ 40.00	\$ 400.00
31	Coccoloba uvifera (Seagrape), 7 Gal.	10	EA	\$ 50.00	\$ 500.00
32	Conocarpus erectus 'Sericeus' (Silver Buttonwood), 3 Gal.	10	EA	\$ 12.50	\$ 125.00
33	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 7 Gal.	70	EA	\$ 35.00	\$ 2,450.00
34	Crinum 'Queen Emma' (Queen Emma Crinum Lily), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
35	Dianella tasmanica (Blueberry Flax Lily), 3 Gal.	220	EA	\$ 12.50	\$ 2,750.00
36	Duranta erecta 'Gold Mound' (Gold Mound), 3 Gal.	320	EA	\$ 12.50	\$ 4,000.00

TOWN-WIDE, S.R. AIA & BEACH PAVILION (COMBINED)

37	Euphorbia milii 'Somona' (Dwf. Crown of Thorns), 3 Gal.	40	EA	\$ 12.50	\$ 500.00
38	Ficus benjamina (Weeping Fig), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
39	Ficus macrocarpa 'Green Island' (Green Island Ficus), 3 Gal.	500	EA	\$ 12.50	\$ 6,250.00
40	Ficus repens (Creeping Fig), 1 Gal.	20	EA	\$ 6.25	\$ 125.00
41	Hamelia patens 'Compacta' (Compact Firebush), 3 Gal.	320	EA	\$ 12.50	\$ 4,000.00
42	Ixora 'Nora Grant' (Pink Ixora), 3 Gal.	10	EA	\$ 12.50	\$ 125.00
43	Jasminum volubile (Wax Jasmine), 3 Gal.	50	EA	\$ 12.50	\$ 625.00
44	Microsorium scolopendrium (Wart Fern), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
45	Monstera deliciosa (Ceriman), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
46	Muhlenbergia capillaris (Muhly Grass), 3 Gal.	20	EA	\$ 12.50	\$ 250.00
47	Neorgelia 'Chile Verde', 6" pot	15	EA	\$ 18.75	\$ 281.25
48	Neorgelia 'Bossa Nova', 6" pot	15	EA	\$ 18.75	\$ 281.25
49	Neorgelia 'Super Fireball', 6" pot	15	EA	\$ 18.75	\$ 281.25
50	Podocarpus macrophyllus (Japanese Yew), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
51	Philodendron 'Rojo Congo' (Rojo Congo), 3 Gal.	15	EA	\$ 12.50	\$ 187.50
52	Schefflera arboricola 'Trinette' (Variegated Arboricola), 3 Gal.	800	EA	\$ 12.50	\$ 10,000.00
53	Scaevola, 3 Gal.	5	EA	\$ 12.50	\$ 62.50
54	Serenoa repens 'Cinera' (Silver Saw Palmetto), 15 Gal.	5	EA	\$ 165.00	\$ 825.00
55	Solenostemon scutellarioides (Coleus), 1 Gal.	60	EA	\$ 4.50	\$ 270.00
56	Tripsacum dactyloides (Fakahatchee Grass), 3 Gal.	100	EA	\$ 12.50	\$ 1,250.00
57	Tripsacum floridanum (Dwarf Fakahatchee), 3 Gal.	500	EA	\$ 12.50	\$ 6,250.00
58	Uniola paniculata (Sea Oats), 3 Gal.	20	EA	\$ 12.50	\$ 250.00

TOWN-WIDE, S.R. A1A & BEACH PAVILION (COMBINED)

59	Cocos nucifera 'Green Malayan' (Coconut Palm), 16' G.W.	2	EA	\$ 2,000.00	\$ 4,000.00
60	Cocos nucifera 'Green Malayan' (Coconut Palm), 20' G.W.	2	EA	\$ 2,500.00	\$ 5,000.00
61	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 22' G.W.	1	EA	\$ 9,500.00	\$ 9,500.00
62	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 26' G.W.	1	EA	\$ 9,500.00	\$ 9,500.00
63	Phoenix sylvestris (Sylvester Date Palm), 16' G.W.	1	EA	\$ 7,500.00	\$ 7,500.00
64	Roystonea regia (Florida Royal Palm), 18' GW	1	EA	\$ 1,000.00	\$ 1,000.00
65	Wodyetia bifurcata, 12' G.W.	1	EA	\$ 750.00	\$ 750.00
66	St. Augustine 'Floritam' Sod	7	Palette	\$ 450.00	\$ 3,150.00
67	Bermuda 'Celebration' Turf	3	Palette	\$ 500.00	\$ 1,500.00
68	Red Premium Shredded Mulch, Grade 'A' or better	1,600	Bag	\$ 4.50	\$ 7,200.00
BASE PLANTS	SUBTOTAL - COMBINED				\$ 119,338.75

**COMBINED
GRAND
TOTAL**

**TOTAL BASE
MAINTENANCE PLUS
PLANT MATERIAL**

\$ 477,487.75

**GRAND TOTAL
(TOWN-WIDE, SR A1A & BEACH PAVILION)**

NOTE: The unit price for replacement plant material to include delivery, installation, necessary soil amendmets, removal and disposal of existing plant material, bed preparation, staking, super absorbent polymer, and initial hand watering until established, if needed. All replacement plant material shall be top quality, Florida No. 1 or better. Seasonal color replacements shall include removal of existing plantings, bed preparation, pre-emergent herbicide, Atlas 3000 soil mix, initial and mid-term application of Nutricote, and initial hand watering. Quantities are an estimate only and may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, 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/no anticipated profits, etc.) other than the proposal or bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

ADDITIONAL SCHEDULE OF VALUES

A.1	One Landscape Superintendent	Per Overtime Hour as required = \$ <u>45.00</u>
A.2	One Landscape Laborer	Per Overtime Hour as required = \$ <u>35.00</u>
A.3	One Front-End loader with Backhoe including Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.4	One min. 15,000 GVM Dump Truck with Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.5	Rate for (1) water tank, min. 500 gal. capacity, with pump and hose reel	Per Day = \$ <u>825.00</u> Per Week = \$ <u>4,250.00</u> Per Month = \$ <u>15,000.00</u>
A.6	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = \$ <u>55.00</u>
A.7	Rate for Lawn Sand delivered and installed in place	Per CY = \$ <u>55.00</u>
A.8	One Irrigation Repair Specialist	Per Overtime Hour as required = \$ <u>67.50</u>
A.9	One Irrigation Laborer	Per Overtime Hour as required = \$ <u>37.50</u>
A.10	Solid St. Augustine 'Floritam' Sod delivered and installed (includes initial watering)	Per Square Foot = \$ <u>0.90</u>

A.11	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.12	Atlas 3000 Soil Mix	Per cu. yd. in place = \$ <u>65.00</u>
A.13	Black Mexican Beach Pebbles 3"-5" Tumbled Finish	Per Bag in place = \$ <u>7.50</u> Per cu. yd. in place = \$ <u>195.00</u>
A.14	OTC Injections for Coconut Palms	Per Palm per Injection = \$ <u>25.00</u>

Note: The Town reserves the right to secure competitive bids for any and all items in the Additional Schedule of Values.

CONTRACT EXTENSIONS: Town of Golden Beach hereby requests bids for a **three (3) year contract** for supplies and services. In addition, the Town reserves the right to extend the Contract for two additional one (1) year terms, providing both parties agree, and the extension is approved by the Town Manager.

BIDDER SHALL OFFER FIRM PRICES FOR THE INITIAL THREE (3) YEAR TERM OF THE CONTRACT. BIDDER TO INDICATE IF IT SHALL EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE (1) YEAR TERMS UPON THE SAME TERMS AND CONDITIONS.

YES x NO _____

Robert Mainguy, President
Bidder Name and Title

Mainguy Landscape Services
Company Name

1855 South Flamingo Road, Davie, FL 33325
Address

(954) 741-3000
Phone

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

**TOWN-WIDE
(Areas West of S.R. A1A)
PROPOSED MAINTENANCE PLAN**

1. Specifically describe the proposed maintenance plan of action for the work to be offered for the Town-wide (areas west of S.R. A1A) landscape and irrigation maintenance services for this Bid. How many crews of what size and makeup will be used to perform the work? How many days per week will be allotted to accomplish the required work? How many hours per week will be allotted to this Project? Will you adjust staff seasonally and, if so, how will you do so in order to meet demands of the specifications? *(Use additional sheets if necessary)*

The maintenance will be provided by specialized crews with varying numbers of staff members and with the equipment and tools appropriate to the work to be completed. All Grounds Services (mowing, edging, line trimming, raking, blowing and weed control treatments) will be performed by a Grounds Crew consisting of six (6) staff members. All trimming of shrubs will be performed by a Trim/Detail Crew consisting of three (3) to five (5) staff members. Tree Pruning will be performed by an Arbor Crew consisting of six (6) to nine (9) staff members, utilizing bucket trucks, chip trucks and brush chippers. All pest control services will be provided by a licensed pest control technician or certified pest control operator, as appropriate, using a spray truck, gator and other spray equipment. All fertilization will be provided by a fertilization crew consisting of one to three (3) staff members. All irrigation services shall be provided by Irrigation Technicians using fully-stocked and equipped irrigation service vehicles. All services shall, to the greatest extent possible, be performed on weekdays. Every effort will be made to avoid working in the community on weekends, except as necessary to accomplish the scope of work. Given the size and complexity of the project, and the complement of services to be provided, we would anticipate having various work crews in the community on a substantially full-time basis. Although it is customary to reduce the size of the staff during the slower winter months, this will not have any impact upon the Town of Golden Beach. We will maintain a staff sufficient at all times to meet the contractual requirements and accomplish the scope of work.

**S.R. A1A & BEACH PAVILION
PROPOSED MAINTENANCE PLAN**

2. Specifically describe the proposed maintenance plan of action for the work to be offered for S.R. A1A & the Beach Pavilion landscape and irrigation maintenance services as part of this Bid. How many crews of what size and makeup will be used to perform the work? How many days per week will be allotted to accomplish the required work? How many hours per week will be allotted to this Project? Will you adjust staff seasonally and, if so, how will you do so in order to meet demands of the specifications? *(Use additional sheets if necessary)*

As indicated hereinabove, the scope of work will be performed by specialized crews.

As with the Town Wide Areas, all work will be performed by Grounds Crews, Trim/Detail Crews,
Tree Pruning Crews, Pest Control and Fertilization Crews, and Irrigation Technicians.

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

BID EXCEPTION FORM

The Company wishes to take exception to the following items:

<u>Page</u>	<u>Item</u>	<u>Costs</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

{Bidder should provide a brief explanation for each exception listed herein}

Robert Mainguy, President
Bidder Name and Title

Mainguy Landscape Services
Company Name

1855 South Flamingo Road, Davie, FL 33325
Address

(954) 741-3000
Phone

**TOWN OF GOLDEN BEACH
 LANDSCAPE AND IRRIGATION MAINTENANCE
 BID No. 2014-01**

INDEMNIFICATION CLAUSE


The Contractor shall indemnify, defend and hold harmless the Town of Golden Beach, and its Council, officers, agents and employees, from and against all claims, causes of action, damages, liabilities, losses and expenses (including attorney's fees and costs) arising out of or resulting from the Contractor's performance of the Services or Work set forth in this Bid or the Contract, provided that any such claim, cause of action, damage, liability, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to person, or injury to or damage or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor, or any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

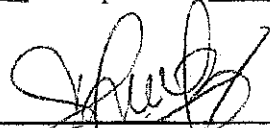
Robert Mainguy, President		3/31/2014
Bidder's Name & Title	Signature	Date

STATE OF FLORIDA)
 COUNTY OF DADE)

The foregoing Instrument was acknowledged before me this 31 day of March, 2014, by Robert Mainguy, as President (Title), of Mainguy Landscape Services (Bidder), a Florida corporation, on behalf of the corporation/company. He/She is personally known to me or has produced _____ as identification.

[SEAL]

NOTARY PUBLIC-STATE OF FLORIDA

 Alejandra M. Sanchez
 Commission # EE067698
 Expires: MAR. 06, 2015
 BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public, State of Florida
Alejandra Sanchez
 Print Name of Notary
 Commission Expires: 03/06/15
 Commission No. EE067698

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

DRUG-FREE WORKPLACE AFFIDAVIT

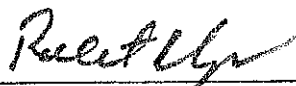
FLORIDA STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATUTE 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



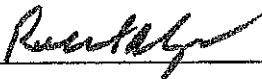
Bidder/Vendor's Signature

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF Broward }


I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Golden Beach, its elected officials, _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

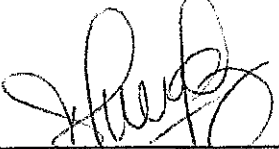
By: 
Print Name: Robert Mainguy
Title: President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Instrument was acknowledged before me this 31 day of March, 2014, by Robert Mainguy, as President (Title), of Mainguy Landscape Services (Bidder), a florida corporation, on behalf of the corporation/company. He/She is personally known to me or has produced _____ as identification.

[SEAL]

NOTARY PUBLIC STATE OF FLORIDA
 Alejandra M. Sanchez
Commission # EEO67698
Expires: MAR. 06, 2015
BONDED THROUGH ATLANTIC BONDING CO., INC.


Notary Public, State of Florida
Alejandra Sanchez
Print Name of Notary
Commission Expires: 03/06/15
Commission No. EEO67698

**TOWN OF GOLDEN BEACH
LANDSCAPE AND IRRIGATION MAINTENANCE
BID No. 2014-01**

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF Broward } SS:

Robert Mainguy being first duly sworn, deposes and says that:

- a) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Mainguy Landscape Services, the Bidder, that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Services or Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such Services or Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Service or Work;
- e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.


NON-COLLUSIVE AFFIDAVIT (continued)

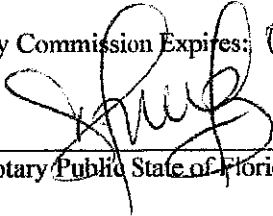
ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF Broward }

BEFORE ME, the undersigned authority personally appeared Robert Mainguy to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Robert Mainguy executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 31 day of March, 20 14.

NOTARY PUBLIC-STATE OF FLORIDA
 Alejandra M. Sanchez
Commission # EE067698
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: 03/06/15


Notary Public State of Florida at Large

APPENDIX 1

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: Town of Golden Beach: Landscape and Irrigation Maintenance Services, Bid #2014-01, in accordance with the Contract Documents,

The Town has considered the Bid submitted by you for the above described Work in response to its request for Bids.

You are required by the request for Bids to execute the Contract and furnish the required Contractor's Performance Bond and Certificates of Insurance within ten (10) days from the date of this Notice of Award to you.

If you fail to execute said Contract and to furnish said Bond and Insurance within ten (10) days from the date of this Notice of Award, the Town will be entitled to disqualify the Bid, revoke the award and retain the Bid Bond or Security.

Dated this _____ day of _____, 20 _____.

BY: _____

TITLE: TOWN MANAGER

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD

is hereby acknowledged by _____

_____ day of _____, 20 _____

BY: _____

PRINT NAME: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the Town.

END OF SECTION

APPENDIX 2

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT DESCRIPTION: Landscape and Irrigation Maintenance, Bid No. 2014-01, in accordance with the Bid and the Contract Documents,

You are hereby notified to commence Services and Work in accordance with the Contract dated _____, on or before _____.

Town of Golden Beach

BY: _____

TITLE: TOWN MANAGER

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 20____

BY: _____

PRINT NAME: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice to Proceed to the Town.

APPENDIX 3

**PERFORMANCE BOND FOR LANDSCAPE AND IRRIGATION MAINTENANCE
TOWN OF GOLDEN BEACH, FLORIDA**

KNOWING ALL MEN BY THESE PRESENTS, that _____,
As Principal, and _____, as Surety, are held and firmly bound unto
Town of Golden Beach, Florida (herein "the Obligee") in the penal sum of
_____ (\$ _____) dollars lawful money of the United States of
America for the payment of which sum of money, the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Principal has contracted with the Obligee to provide Landscape and Irrigation
Maintenance, pursuant to Bid No. 2014-01 issued by the Town of Golden Beach and the Contract dated
_____, 20__ (the "Contract");

WHEREAS, pursuant to the Bid and the Contract, the Principal is required to provide to
Obligee a guarantee for the full and faithful performance by Principal of the Obligations imposed by the
Bid and the Contract.

NOW, THEREFORE, the conditions of this Bond are such, that if the above bounded
Principal shall in all respects comply with the terms and conditions of the Bid and the Contract and
Principal's obligations thereunder, and shall indemnify and save harmless the said Obligee against or
from all costs, expense, damage, injury, or loss to which the said Obligee may be subjected by reason of
any act, omission, wrongdoing, misconduct, want or care of skill, negligence or default on the part of said
Principal, its agents or employees, in the performance of the Contract, then this Bond shall be void,
otherwise to remain in full force in effect.

This Bond shall remain in full force and effect for a period commencing upon the effective date
of the Contract and ending three (3) years after termination or expiration of the Contract. All suits at law
or in equity to recover on this Bond must be instituted within twelve (12) months after the expiration of
the Bond as referred to hereinabove.

IN WITNESS WHEREOF, the said _____,
As Principal, herein has caused these presents to be signed in its name by _____
_____, its President or Vice President and attested by
_____, its Secretary or Assistant Secretary under its
Corporate Seal, and the said _____, as
Surety herein has caused these presents to be signed in its name by _____
_____, its Attorney-in-Fact, and its Corporate Seal duly
attached by _____, its Attorney-in-Fact,
hereunto affixed this day of _____, in the year 20__.

ATTEST

PRINCIPAL/CONTRACTOR:

BY: _____

By: _____

Print Name: _____

Title: _____

(SEAL)

ATTEST:

BY: _____

BY:

TITLE

SURETY

(SEAL)

BY _____
ATTORNEY-IN-FACT

BY _____
Registered Florida
Agent for Surety

Approved as to form and sufficiency
By Town Attorney on behalf of the
Obligee Town this _____ day of
_____, 20____.

BY: _____
Weiss Scrota Helfman Pastoriza Cole & Boniske, P.L.
Town Attorney

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 2.	Name Mainguy Environmental Care, Inc.	
	Business name, if different from above Mainguy Landscape Services	
	Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
Address number, street, and apt. or suite no. 1855 South Flamingo Road, Davie, FL 33325		Requester's name and address (optional) Town of Golden Beach One Golden Beach Drive Golden Beach, FL 33186
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
210109199467

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **March 31, 2014**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued,
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

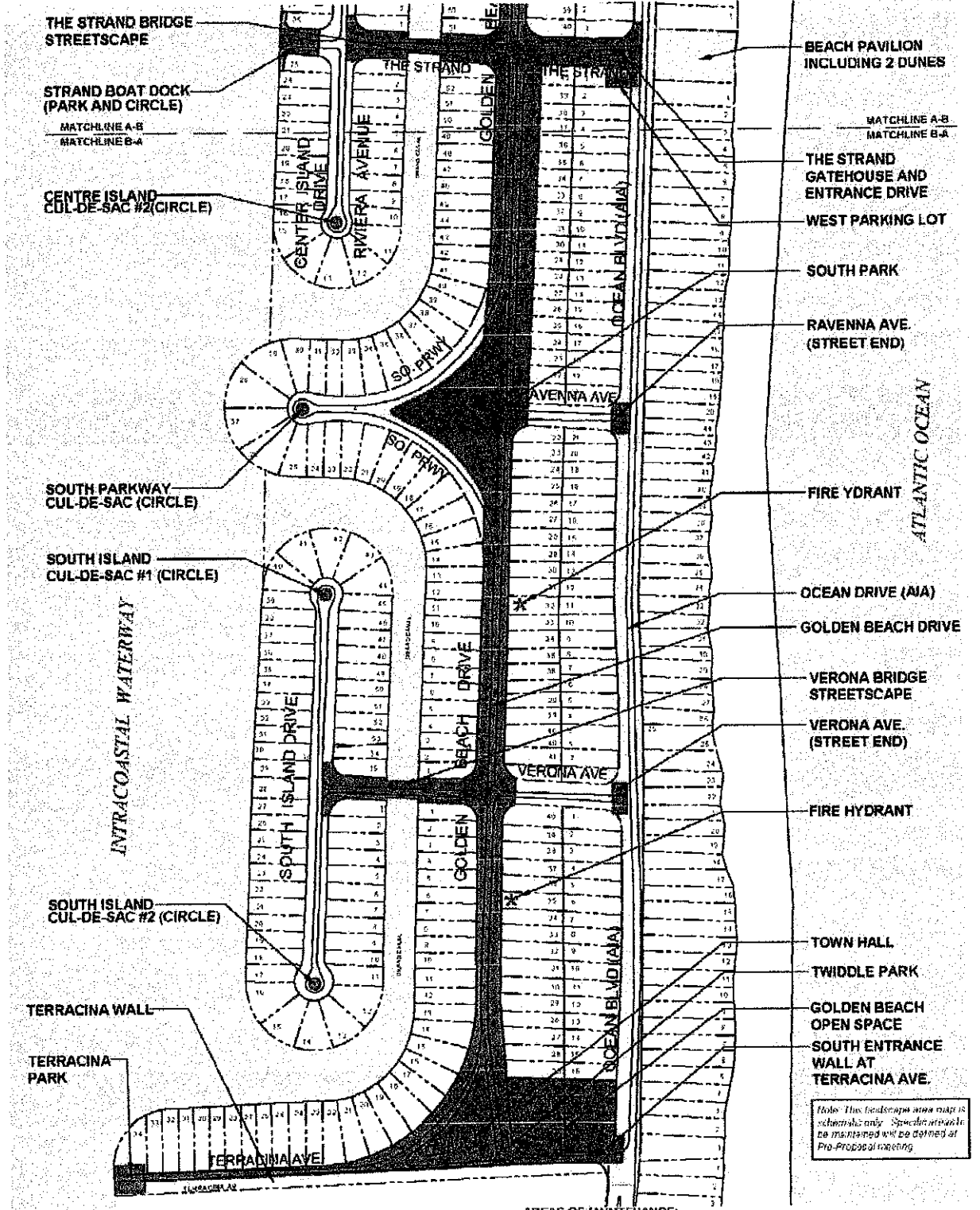
Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

EXHIBIT A - SOUTH OF THE STRAND



Right-of-Ways, Parks, Open Space Landscape Area Map
Town of Golden Beach, Florida

AREAS OF MAINTENANCE:

- TOWN WIDE (TOWN HALL, OPEN SPACE AND RIGHT OF WAYS WEST OF SR A1A)
- STATE ROAD A1A AND BEACH PAVILION

Note: This landscape area map is schematic only. Specific areas to be maintained will be defined at Pre-Proposal meeting.

**COMBINED BID
TOWN-WIDE, S.R. A1A & BEACH PAVILION**

**SCHEDULE OF VALUES
LANDSCAPE AND IRRIGATION MAINTENANCE
(Excluding Plant Material)**

ITEM #	ITEM DESCRIPTION	TOTAL COST PER 12 MONTHS
1	Golden Beach Drive	\$ 73,620.00
2	Town Hall	\$ 14,005.00
3	The Strand Gatehouse and Entrance Drive from A1A to G. Beach Dr.	\$ 18,891.00
4	Strand Boat Dock	\$ 7,370.00
5	Twiddle Park/Dog Park	\$ 26,380.00
6	North Park	\$ 28,535.00
7	South Park	\$ 30,040.00
8	Singer Park	\$ 6,260.00
9	Massini Park and Massini Wall	\$ 15,835.00
10	Terracina Wall and Terracina Park	\$ 10,105.00
11	Cul-de-sacs (8 total)	\$ 3,330.00
12	Street ends (4 total)	\$ 4,650.00
13	Navona Ave. Bridge Streetscape	\$ 6,870.00
14	The Strand Bridge Streetscape	\$ 3,700.00
15	Verona Ave. Bridge Streetscape	\$ 4,895.00
16	West Lot Parking Lot	\$ 4,870.00
17	S.R. A1A/Ocean Boulevard	\$ 79,783.00
18	Beach Pavilion & Dunes	\$ 14,925.00
BASE MAINTENANCE	SUBTOTAL	\$ 354,064.00

**SCHEDULE OF VALUES
PLANT MATERIAL (COMBINED)**

TOWN-WIDE, S.R. A1A & BEACH PAVILION

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
17	New Guinea Impatiens, 4.5" pot	2,950	EA	\$ 2.25	\$ 6,637.50
18	Bronze Leaf Begonias, 4.5" Pot	2,950	EA	\$ 2.25	\$ 6,637.50
19	Pentas, 4.5" Pot	3,550	EA	\$ 2.25	\$ 7,987.50
20	Agave attenuata (False Agave), 7 Gal.	5	EA	\$ 65.00	\$ 325.00
21	Aechmea 'Dean' Bromeliad, 10" pot	5	EA	\$ 25.00	\$ 125.00
22	Alcantarea imperialis 'Malbec', 17" pot	3	EA	\$ 125.00	\$ 375.00
23	Alcantarea odorata, 17" pot	14	EA	\$ 65.00	\$ 910.00
24	Alpinia zerumbet 'Variegata' (Variegated Shell Ginger), 3 Gal.	20	EA	\$ 9.00	\$ 180.00
25	Arachis glabrata (Perennial Peanut), 1 Gal.	50	EA	\$ 4.25	\$ 212.50
26	Bougainvillea 'Dwarf' (Dwarf Bougainvillea), 3 Gal.	100	EA	\$ 9.00	\$ 900.00
27	Carissa macrocarpa 'Boxwood Beauty' (Carissa) 3 Gal.	50	EA	\$ 9.00	\$ 450.00
28	Chrysobalanus icaco 'Red Tip' (Red-Tip Cocoplum), 3 Gal.	10	EA	\$ 9.00	\$ 90.00
29	Clusia guttifera (Small-leaf Clusia), 7 Gal.	10	EA	\$ 35.00	\$ 350.00
30	Clusia guttifera (Small-leaf Clusia), 4.5' Ht.	10	EA	\$ 35.00	\$ 350.00
31	Coccoloba uvifera (Seagrape), 7 Gal.	10	EA	\$ 35.00	\$ 350.00
32	Conocarpus erectus 'Sericeus' (Silver Buttonwood), 3 Gal.	10	EA	\$ 9.00	\$ 90.00
33	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 7 Gal.	70	EA	\$ 35.00	\$ 2,450.00
34	Crinum 'Queen Emma' (Queen Emma Crinum Lily), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
35	Dianella tasmanica (Blueberry Flax Lily), 3 Gal.	220	EA	\$ 9.00	\$ 1,980.00
36	Duranta erecta 'Gold Mound' (Gold Mound), 3 Gal.	320	EA	\$ 9.00	\$ 2,880.00

TOWN-WIDE, S.R. A1A & BEACH PAVILION (COMBINED)

37	Euphorbia milii 'Somona' (Dwf. Crown of Thorns), 3 Gal.	40	EA	\$ 9.00	\$ 360.00
38	Ficus benjamina (Weeping Fig), 3 Gal.	20	EA	\$ 9.00	\$ 180.00
39	Ficus macrocarpa 'Green Island' (Green Island Ficus), 3 Gal.	500	EA	\$ 9.00	\$ 4,500.00
40	Ficus repens (Creeping Fig), 1 Gal.	20	EA	\$ 4.25	\$ 85.00
41	Hamelia patens 'Compacta' (Compact Firebush), 3 Gal.	320	EA	\$ 9.00	\$ 2,880.00
42	Ixora 'Nora Grant' (Pink Ixora), 3 Gal.	10	EA	\$ 9.00	\$ 90.00
43	Jasminum volubile (Wax Jasmine), 3 Gal.	50	EA	\$ 9.00	\$ 450.00
44	Microsorium scolopendrium (Wart Fern), 3 Gal.	100	EA	\$ 9.00	\$ 900.00
45	Monstera deliciosa (Ceriman), 3 Gal.	20	EA	\$ 9.00	\$ 180.00
46	Muhlenbergia capillaris (Muhly Grass), 3 Gal.	20	EA	\$ 9.00	\$ 180.00
47	Neorgelia 'Chile Verde', 6" pot	15	EA	\$ 15.00	\$ 225.00
48	Neorgelia 'Bossa Nova', 6" pot	15	EA	\$ 15.00	\$ 225.00
49	Neorgelia 'Super Fireball', 6" pot	15	EA	\$ 15.00	\$ 225.00
50	Podocarpus macrophyllus (Japanese Yew), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
51	Philodendron 'Rojo Congo' (Rojo Congo), 3 Gal.	15	EA	\$ 9.00	\$ 135.00
52	Schefflera arboricola 'Trinette' (Variegated Arboricola), 3 Gal.	800	EA	\$ 9.00	\$ 7,200.00
53	Scaevola, 3 Gal.	5	EA	\$ 9.00	\$ 45.00
54	Serenoa repens 'Cinera' (Silver Saw Palmetto), 15 Gal.	5	EA	\$ 165.00	\$ 825.00
55	Solenostemon scutellarioides (Coleus), 1 Gal.	60	EA	\$ 4.25	\$ 255.00
56	Tripsacum dactyloides (Fakahatchee Grass), 3 Gal.	100	EA	\$ 9.00	\$ 900.00
57	Tripsacum floridanum (Dwarf Fakahatchee), 3 Gal.	500	EA	\$ 9.00	\$ 4,500.00
58	Uniola paniculata (Sea Oats), 3 Gal.	20	EA	\$ 9.00	\$ 180.00

TOWN-WIDE, S.R. A1A & BEACH PAVILION (COMBINED)

59	Cocos nucifera 'Green Malayan' (Coconut Palm), 16' G.W.	2	EA	\$ 1,500.00	\$ 3,000.00
60	Cocos nucifera 'Green Malayan' (Coconut Palm), 20' G.W.	2	EA	\$ 2,000.00	\$ 4,000.00
61	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 22' G.W.	1	EA	\$ 9,000.00	\$ 9,000.00
62	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 26' G.W.	1	EA	\$ 9,250.00	\$ 9,250.00
63	Phoenix sylvestris (Sylvester Date Palm), 16' G.W.	1	EA	\$ 5,000.00	\$ 5,000.00
64	Roystonea regia (Florida Royal Palm), 18' GW	1	EA	\$ 900.00	\$ 900.00
65	Wodyetia bifurcata, 12' G.W.	1	EA	\$ 500.00	\$ 500.00
66	St. Augustine 'Floritam' Sod	7	Palette	\$ 350.00	\$ 2,450.00
67	Bermuda 'Celebration' Turf	3	Palette	\$ 450.00	\$ 1,350.00
68	Red Premium Shredded Mulch, Grade 'A' or better	1,600	Bag	\$ 4.50	\$ 7,200.00
BASE PLANTS	SUBTOTAL - COMBINED				\$ 100,800.00

COMBINED

GRAND TOTAL

TOTAL BASE MAINTENANCE PLUS PLANT MATERIAL

\$ 454,864.00

GRAND TOTAL

(TOWN-WIDE, SR A1A & BEACH PAVILION)

NOTE: The unit price for replacement plant material to include delivery, installation, necessary soil amendmets, removal and disposal of existing plant material, bed preparation, staking, super absorbent polymer, and initial hand watering until established, if needed. All replacement plant material shall be top quality, Florida No. 1 or better. Seasonal color replacements shall include removal of existing plantings, bed preparation, pre-emergent herbicide, Atlas 3000 soil mix, initial and mid-term application of Nutricote, and initial hand watering. Quantities are an estimate only and may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, 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/no anticipated profits, etc.) other than the proposal or bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

ADDITIONAL SCHEDULE OF VALUES

A.1	One Landscape Superintendent	Per Overtime Hour as required =\$ <u>45.00</u>
A.2	One Landscape Laborer	Per Overtime Hour as required =\$ <u>35.00</u>
A.3	One Front-End loader with Backhoe including Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.4	One min. 15,000 GVM Dump Truck with Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.5	Rate for (1) water tank, min. 500 gal. capacity, with pump and hose reel	Per Day = \$ <u>825.00</u> Per Week = \$ <u>4,250.00</u> Per Month = \$ <u>15,000.00</u>
A.6	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = \$ <u>55.00</u>
A.7	Rate for Lawn Sand delivered and installed in place	Per CY = \$ <u>55.00</u>
A.8	One Irrigation Repair Specialist	Per Overtime Hour as required =\$ <u>67.50</u>
A.9	One Irrigation Laborer	Per Overtime Hour as required =\$ <u>37.50</u>
A.10	Solid St. Augustine 'Floritam' Sod delivered and installed (includes initial watering)	Per Square Foot = \$ <u>0.70</u>

A.11	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = \$ <u>75.00</u> Per Day = \$ <u>275.00</u> Per Week = \$ <u>1,375.00</u> Per Month = \$ <u>5,000.00</u>
A.12	Atlas 3000 Soil Mix	Per cu. yd. in place = \$ <u>65.00</u>
A.13	Black Mexican Beach Pebbles 3"-5" Tumbled Finish	Per Bag in place = \$ <u>7.50</u> Per cu. yd. in place = \$ <u>195.00</u>
A.14	OTC Injections for Coconut Palms	Per Palm per Injection = \$ <u>25.00</u>

Note: The Town reserves the right to secure competitive bids for any and all items in the Additional Schedule of Values.

CONTRACT EXTENSIONS: Town of Golden Beach hereby requests bids for a **three (3) year contract** for supplies and services. In addition, the Town reserves the right to extend the Contract for two additional one (1) year terms, providing both parties agree, and the extension is approved by the Town Manager.

BIDDER SHALL OFFER FIRM PRICES FOR THE INITIAL THREE (3) YEAR TERM OF THE CONTRACT. BIDDER TO INDICATE IF IT SHALL EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE (1) YEAR TERMS UPON THE SAME TERMS AND CONDITIONS.

YES x NO _____

Robert Mainguy, President
Bidder Name and Title

Mainguy Landscape Services
Company Name

1855 South Flamingo Road, Davie, FL 33325
Address

(954) 741-3000
Phone



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: May 20, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Alex B

Subject: Resolution 2354.14 – Adopting Rules and Regulations for Use
of the Town's Beach

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2354.14 as presented.

Background:

At the June 23, 2009 Regular Town Council Meeting the Town Council by council action amended the Beach Pavilion Ordinance allowing changes to the Beach Pavilion Rules and Regulations to be made by Resolution.

During the last twelve (12) months we have been working with members of the Town Council, residents and Town Beach Staff to formulate recommended changes to the Rules and Regulations of the Beach Pavilion.

The attached resolution is a detailed outline of the Administration's initial proposal for rules and regulations governing the use of the Beach Pavilion and facilities. These guidelines can be modified at this meeting as needed.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2354.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING RULES AND REGULATIONS FOR USE OF THE TOWN'S BEACH PARK AND PAVILLION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 22-6 of the Town of Golden Beach's (the "Town") Code of Ordinances, the Town's Beach Pavilion and Town beach facilities, including the restroom, outdoor showers and water, chickee huts and beach chairs (collectively, the "Beach Park") is for the use and enjoyment of all Town residents; and

WHEREAS, the Town Council believes that reasonable rules and regulations are necessary to, among other things, extend the life of the facilities and to ensure use of the Beach Pavilion is not a nuisance to surrounding properties or beach goers; and

WHEREAS, the Town Council desires to adopt the attached Rules and Regulations for Use of the Beach Park, including the issuance of permits for the exclusive use of the Beach Pavilion; and

WHEREAS, it is the desire of the Town Council and in the best interest and welfare of the residents of the Town of Golden Beach that the attached Rules and Regulations for Use of the Beach Pavilion be adopted on behalf of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. Adoption of Rules and Regulations for Use of the Beach And Beach Pavilion. The Rules and Regulations for Use of the Beach and Beach Pavilion attached hereto as Exhibit "A" and effective May 20, 2014 are hereby adopted. The restrictions contained in the Rules and Regulations for Use of the Beach Pavilion shall be considered "Rules" as that term is defined in section 22-1 of the Town Code of Ordinances.

Section 3. Conflict. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Severability. If any word, sentence, clause, phrase, or provision of this resolution, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this resolution shall not be affected thereby.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

[remainder of page intentionally left blank]

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of May, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH

RULES AND REGULATIONS FOR USE OF THE BEACH PARK

The use of the Town of Golden Beach, Ocean Front Beach Park (the “Beach Park” or “Park”), including the Pavilion/Loggia building (the “Loggia”), shall be subject to the following Rules and Regulations.

1. **General Use Restrictions**

1.1. All users of the Beach Park must be residents of the Town and must have identification (driver’s license/Town ID) in order to verify proof of residence to access the Beach Park.

1.2. All users must conduct themselves in an orderly and respectful manner. Any user who becomes disorderly or abusive will be ejected from the Park.

1.3. All use of the Loggia and other facilities or equipment (including restrooms, outside showers, water, chairs, lounges and chickee huts) shall remain under the scrutiny, enforcement and discretion of the Town Police, Town Manager and Town lifeguard. If any conduct event or activity, whether by permit or otherwise, is, in the opinion of the Town police, Town Manager or Town lifeguard, creating or likely to create a risk to the health, safety or welfare of any person, or is damaging or is likely to damage Town property, or is unreasonably wasting or depleting Town resources, the involved parties will be required to leave the Park.

1.4. Use of the Town’s equipment or furniture, including chairs, lounges, and chickee huts are on a first come, first serve basis only. Residents and their guests are allowed to use one lounge/sit up chair per person for a maximum of 8 chairs per household.

1.5. Maximum two (2) umbrellas per household.

1.6. Each resident household may only use one (1) chickee hut at any given time to allow others access to huts.

1.7. No animals allowed in the Park or on the beach.

1.8. No smoking in the Park or on the beach.

1.9. Except as provided for in 1.16, no open fires in the Park or on the beach (charcoal grills, etc.).

1.10. Alcoholic beverages and glass bottles are allowed at the Park, subject to all the conditions herein on conduct and safety.

1.11. No littering of the Park shall be permitted.

1.12. Beach staff is not responsible for lost or stolen items. Please be aware that if you leave the Beach Park or leave your belongings unattended, they will be subject to removal and placed in a secure location. Any lost and found items will be stored at the lifeguard station for one (1) week and then disposed of.

1.13. Beach staff reserves the right to ask users to return Town property (chairs, umbrellas, etc.) upon leaving the beach or in the event of inclement weather conditions.

1.14. Beach staff reserves the right to close beach in case of inclement weather.

1.15. Except for Town sponsored events, no noise or music shall be permitted past 9:00 p.m. Monday through Thursday and 11:00 p.m. on Friday and Saturday so as not to disturb the peace and quiet of any Town resident.

1.16. Charcoal grills and fires are not allowed except at Town-sponsored events. The Town Manager may approve use of gas grilling, which approval must be in writing. Gas grilling must be done in a designated area and with a fire extinguisher available.

2. **Visitors & Guests**

2.1. Town residents must register and accompany their guests to the beach. A maximum of eight guests are allowed per household. Under special circumstances, a resident may apply to the Town Manager for additional guest passes not to exceed a one-day total of twelve guests. Unaccompanied guests may be denied use of the Town's chairs/property or may be asked to leave the Park.

2.2. All guests must obtain a parking pass valid only for the time period of the day of issuance and prominently display it on the inside dash of the vehicle. Guest parking shall be limited to the Town parking lot along the West side of Collins Avenue. Visitors with a valid handicap parking decal may park at the East parking lot adjacent to the Loggia; however, at least one (1) handicap parking space shall be reserved for residents.

3. **Special Events/Activities**

3.1. Only a resident of the Town can apply for a permit for exclusive use of the Beach Pavilion for a social, non-commercial event/activity on a date and time certain.

3.2. An application form provided by the Town must be completed by the Town resident applying for the permit and said form must be submitted to the Town along with a security deposit of \$1,000.00, which deposit shall be refundable less any amounts are

required to restore the Town's facilities to the condition existing at the commencement of the permitted activity or the user breaches any of the conditions of the permit.

3.3. Only completed applications will be processed. Processing will occur in the order completed applications are received by the Town, provided Town events shall take precedence over resident applications. No applications will be granted permitting for the exclusive use of the Beach Pavilion on a national holiday and Sundays. At the discretion of the Town Manager, applications may be granted permitting the exclusive use of the Beach Pavilion one (1) Sunday per month maximum.

3.4. A non-refundable \$250.00 user fee must be submitted with each permit application.

3.5. No permit shall be issued for the use of the Beach Pavilion for less than 20 and no more than 100 persons; this is to be strictly enforced. In the event this condition is violated by the owner, the security deposit will automatically be forfeited.

3.6. The permit holder must hire an off-duty police officer to be present if there are 30 or more persons at the Beach Pavilion for a permitted activity. The off-duty police officer shall be paid by the permit holder for the hours incurred which must be at least coextensive with the hours of the permitted activity. There must be officers at a 1:30 ratio (i.e. 90 guests/3 officers).

3.7. Any permitted activity which may include swimming, and at which there are 20 or more persons (whether all are swimming or not) must take place in the presence of the Town lifeguard during regular hours; except if the activity extends after 5:00 p.m. or takes place when there is no Town lifeguard on duty, in which case the permit holder must hire, at the permit holder's expense, an off-duty lifeguard to watch over the water activity.

3.8. The permit holder is responsible for the permitted activity and the condition of the Loggia and facilities used by the persons attending the permitted activity and is required to ensure that their guests are to leave the Loggia and/or beach at the conclusion of the event as specified on the permit (three-hour limit daytime event, four-hour limit nighttime event).

3.9. No daytime event shall begin earlier than 10:00 a.m. nor later than 4:00 p.m.. No permit shall be issued for any daytime event exceeding three hours in duration. No events are permitted on Sundays, other than Town events which are allowed on Sundays under Section 3.3.

3.10. Other than daytime events, a permit may be issued for an activity to take place between the hours of 4:00 p.m. and 9:00 p.m. Monday through Thursday and between 4:00 p.m. and 11:00 p.m. on Friday and Saturday. All permit commencement times include setup time.

3.11. The use of large scale party equipment, including but not limited to inflatable bounce houses and water slides is prohibited.

3.12. At the commencement and the conclusion of the permitted activity, there will be a checklist inspection of the Loggia and the facilities (including restrooms, outside showers, water, chairs, lounges and chickee huts) conducted by the police, public service aide or maintenance person of the Town. The checklist will be one created by the Town and each completed checklist is to be maintained with the permit application as part of the Town records to help assess the use and condition of the facilities. Any costs incurred by the Town to clean or restore the Loggia, or the facilities to their condition as noted at the commencement of the permitted activity will be deducted from the security deposit. In the event that costs to clean and/or restore exceeds the security deposit, the permit holder shall reimburse the Town upon receipt of an itemized billing.

3.13. A user who hires or engages any third party vendor for food, A/V equipment or other activity involving supplying goods or services at the Park, shall be required to provide the Town with proof that such vendor(s) have sufficient liability insurance coverage with a certificate showing the Town as an additional insured.

3.14. The Town may include other reasonable conditions on any permit depending upon the nature of the activity and/or past experience.

DISCUSSION ITEMS

BUILDING HEIGHTS OF RESIDENCES UNDER CONSTRUCTION


BEACH PAVILION SOCIAL CALENDAR

BUILDER'S BOND

Town of Golden Beach

Memorandum

To: Alexander Diaz, Town Manager
From: Daniel B. Nieda, R.A. Building Official
Date: May 14, 2014
Re: Certification of Building Heights



Background: During the April Council meeting the Building Official was asked to augment building inspection procedures to include a means of certifying building heights of residences under construction.

Compliance with Zoning Code: Section 66-69(8)

- Building height is measured from the first habitable level to peak of roof or top of flat roof deck.
- Exempted lots: 25 feet maximum
- Lots under 100 feet of frontage: 27.5 feet maximum
- Lots 100 feet and over 100 feet: 30 feet maximum

Existing Procedures: The Building Official requires a board survey or pre-concrete pour survey to certify that the residence is properly placed on the site in conformance with setback requirements. In addition, a Certificate of Elevation survey is required to certify the first habitable level is at or above the minimum base flood elevation to regulate compliance with FEMA floodplain requirements.

Construction Methodology: The top of the second story tie beam is a standard construction benchmark which determines building height. In the case of a sloped roof, roof trusses are attached to the tie beam. Trusses are prefabricated item, whose height is known, thus building height may be determined and by adding tie beam height or elevation to the roof truss height. Alternately, the slab thickness of a flat roof may be added to the tie beam height or elevation to determine the height of a structure with flat roof.

Proposed Procedure: Building heights may be checked during the construction process, to allow for potential deficiencies to be corrected. Second floor tie beam elevation is a known fixed benchmark in construction drawings that coincides with a mandatory building inspection. This is a pre-concrete pour phase of construction with a fixed measurable point used to determine building height. Accordingly, two means of inspection may be used to certify building heights:

1. The Building Official may measure the second floor tie beam height or elevation relative to the ground finish floor plane which has already been certified by a prior survey.
2. Require that a third party or Surveyor perform a form board survey to certify the second floor tie beam elevation.

Approval of the tie beam inspection would require a notation on the inspection report that the measured board survey elevation has been field verified or surveyed and conforms to the height documented on the approved construction drawings.

If an existing residential structure is built on two or more abutting lots construction or reconstruction thereof shall be permitted only in accordance with the terms and conditions of subsections (1) through (5) of this section and section 66-70 below.

- (8) Residential structures built in the Town shall not exceed 27.5 feet in height if built on lots with Frontage of 50 feet or larger, but less than 100 feet; or 30 feet in height if built on 100-foot Frontage or larger parcel or lots. Residential structures built on Exempted Lots shall not exceed 25 feet in height. All height measurements referenced in this subsection shall be measured from the lowest habitable room finished first floor elevation (excluding garages) to the highest ridge of the roof. The height shall be measured from the lowest habitable finished floor. Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.
- (9) In cases of new Construction or Substantial Improvements, when the proposed work encompasses two or more lots, a Unity of Title in a form approved by the Town, shall be submitted to the Town for approval and after approval recorded in the Public Records of Dade County at Owner's expense.

(Code 1989, § 13.08; Ord. No. 410.95, § 1, 10-17-95; Ord. No. 427.97, § 1, 7-15-97; Ord. No. 431.98, § 1, 1-20-98; Ord. No. 522.07, § 2, 8-21-07; Ord. No. 551.11, § 2, 11-15-11; Ord. No. 554.12, § 2, 9-24-12)



Enhanced Social Programming for Beach

January:

1st Sunday: GBYLG Beach Clean-Up (150.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Bagels on the Beach (1,500.00)

Estimated Total: \$1,450.00

February:

1st Sunday: Sunshine Shenanigans – Kids Beach Day (Games, Snacks & Fun) (250.00)

2nd Saturday: Showing Some Love – Classical Music and Snacks (650.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

Estimated Total: \$1,000.00

March:

1st Sunday: Books on the Beach – Book Club Meeting or Reading (450.00)

2nd Sunday: March Madness – Sporty Fun and Treats on the Beach (350.00)

3rd Sunday: Yoga Clinic (400.00)

Estimated Total: \$1,200.00

April:

1st Sunday: Unwind Wednesdays – Evening Wine Social 7PM (450.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Potluck Luau (2,200.00)

Estimated Total: \$2,750.00

May:

1st Sunday: GBYLG Beach Clean-Up (150.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

Memorial Day Weekend Sunday or Monday: Memorial Day Event - Beach BBQ (2,100.00)

Estimated Total: \$2,350.00

June:

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Summer Kick-Off Event - Hot Dogs and Ice Cream cart on the Beach (4,000.00)

-includes Summertime Shenanigans – Kids Beach Day (Games, Snacks & Fun)

Estimated Total: \$4,100.00

July:

4: Independence Day – (Hot Dog Cart on the Beach) (1,800.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Yoga Clinic (400.00)

Estimated Total: \$2,300.00

August:

2nd Wednesday: Unwind Wednesdays – Evening Wine Social 7PM (450.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

Last Sunday: End of Summer Sandcastle Build/Labor Day – Hot Dogs, Soda & Snacks (5,500.00)

Estimated Total: \$6,050.00

September:

1st Sunday: GBYLG Beach Clean-Up (150.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

2nd Sunday: Books on the Beach – Book Club Meeting or Book Reading (450.00)

3rd Sunday: Bagels on the Beach (1,500.00)

Estimated Total: \$1,900.00

October:

2nd Sunday: Sunshine Shenanigans – Kids Beach Day (Games, Snacks & Fun) (250.00)

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Yoga Clinic (450.00)

4th Sunday: Food Tasting from Local Business (1,800.00)

Estimated Total: \$2,600.00

November:

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

11: Veterans Day Ceremony & BBQ (2,100.00)

Estimated Total: \$2,200.00

December:

2nd Sunday: Cool Off – Free Small Water Bottles (100.00)

3rd Sunday: Live Music event and Brunch at the Beach Pavilion (2,200.00)

Estimated Total: \$2,300.00

Estimated Total for Year: \$30,200.00