TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2607.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH MAINGUY ENVIRONMENTAL CARE, INC.; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, effective July 1, 2014, the Town of Golden Beach (the "Town") entered into a Professional Services Agreement with Mainguy Environmental Care, Inc. ("Mainguy") (the "Agreement"); and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to continue the services provided by Mainguy and extend the term, modify the scope of services and pricing of the services through an amendment; and

WHEREAS, the Town and Mainguy have agreed to the various modifications as set out in the First Amendment to the Agreement, attached hereto as Exhibit "A" (the "Amendment").

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

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

Section 2. Approval of Amendment. The Town Council hereby authorizes and approves the Amendment in substantially the form attached hereto as Exhibit "A".

<u>Section 3.</u> <u>Implementation</u>. The Town Mayor is authorized to execute the Amendment and the Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement the Amendment and this Resolution.

Resolution No. 2607.19

<u>Section 4.</u> <u>Attorney Review.</u> The Amendment is subject to review and approval of the Town Attorney, including revisions for legal sufficiency.

<u>Section 5</u>. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption.

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

Mayor Glenn Singer	Aye
Vice Mayor Kenneth Bernstein	Aye
Councilmember Judy Lusskin	Aye
Councilmember Jaime Mendal	Aye
Councilmember Bernard Einstein	Aye

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 16th day of April, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN TOWN ATTORNEY

EXHIBIT "A"

(Attach Amendment to Agreement between the Town and Mainguy)

Resolution No. 2607.19



TOWN OF GOLDEN BEACH

One Golden Beach Drive Golden Beach, FL 33160

MEMORANDUM

Date:

April 16, 2019

To:

Honorable Mayor Glenn Singer &

Town Council Members

From:

Alexander Diaz,

Town Manger

Subject:

Resolution No. 2607.19 - Amending the Professional Services

Item Number:

11

Agreement with Mainguy Environmental Care, Inc.

Allos

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2607.19 as presented.

Background:

In 2014 the Town awarded Mainguy Landscape Services a contract for landscaping, testing/maintenance of our irrigation systems, fertilization requirements and proper pesticides. The 2014 contract has expired and the Administration would like to amend the current contract to allow for an additional three (3) year agreement. In doing so, we believe there are considerable savings afforded to the Town. In all recent contract awards to our neighboring cities there have seen increases in contract values ranging from 37-49% and unit prices for plant materials 20-40% greater than that of our current contract prices.

We invited Mainguy Environmental Care to review their current contract values and provide the Town with an updated schedule of values; we were extremely pleased when their proposal only called for a 5.37% increase to the base contract. As such, we feel that a contract amendment may be in the Town's best financial interest. We also took this opportunity to include services we typically pay for outside of the contract and for hurricane debris management.

The Town's Landscape Architect Firm, O'Leary Richards Design Assoc., Inc. prepared the changes to scope and the updated schedule of values. A comprehensive evaluation of the Firms level of service since 2014 was also reviewed, and there were no significant areas of concern. In fact, we noticed several occasions where the Firms performance was highlighted by the Town Council, residents and Administration.

Fiscal Impact:

See spreadsheet attached for schedule of values. Each Budget determines the funding levels per year and is approved during the Budget Process.

First Amendment to
Professional Services Agreement
between
Town of Golden Beach, Florida
and
Mainguy Environmental Care, Inc.

This is a First Amendment to the Professional Services Agreement between Mainguy Environmental Care, Inc. ("Mainguy") and the Town of Golden Beach, Florida (the "Town") dated this 16th day of April 2019.

RECITALS

- The parties have entered into a Professional Services Agreement effective July 14,
 2014 (the "Agreement").
- 2. The parties wish to amend the Agreement by extending the term by an additional one (1) year commencing July 14, 2019 with two (2) additional one (1) year extension options.
- 3. Mainguy and the Town have agreed that the Agreement shall be revised consistent with the terms and schedules attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Mainguy and the Town agree as follows:

- 1. **Recitals**. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.
- 2. <u>Amendment</u>. The Agreement is amended to incorporate all the changes and terms set out in Exhibit "A".
- 3. <u>Conflicts</u>. To the extent there is a conflict between the Agreement and this Amendment, this Amendment shall govern. Except as modified by the Amendment, all terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to, the rights of termination contained therein.

4. <u>Electronic Signature/Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this Agreement may be delivered by facsimile or other electronic means, which shall be deemed an original.

Executed this day of May 2019.

TOWN OF GOLDEN BEACH, FLORIDA MAINGUY ENVIRONMENTAL CARE, Inc.

By:

By: Robert H. Mainguy, President

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



AMENDMENT

to Contract dated July 1, 2014 between

Town of Golden Beach, Florida

and

Mainguy Environmental Care, Inc.

for Landscape and Irrigation Maintenance

Contract Extension is for three (3) additional one (1) year terms

March 22, 2018

COMBINED BID TOWN-WIDE, S.R. A1A & BEACH PAVILION

SCHEDULE OF VALUES LANDSCAPE AND IRRIGATION MAINTENANCE

(Excluding Plant Material)

Items highlighted in yellow indicate additions and/or modifications to RFP #2014-01-Schedule of Values

ITEM#	ITEM DESCRIPTION	TOTAL COST PER 12 MONTHS					
1	Golden Beach Drive	\$ 80,980.00					
2	Town Hall	\$ 15,405.00					
3	The Strand Gatehouse and Entrance Drive from A1A to G. Beach Dr.	\$ 20,780.00					
4	Strand Boat Dock	\$ 8,100.00					
5	Tweddle Park/Dog Park	\$ 29,000.00					
6	North Park	\$ 31,385.00					
7	South Park	\$ 33,040.00					
8	Singer Park	\$ 6,885.00					
9	Massini Park and Massini Wall	\$ 17,420.00					
10	Terracina Wall and Terracina Park	\$ 11,115.00					
11	S. Island Rd, Centre Island Rd, & N. Island Rd including 8 Cul-de-sacs	<u>\$</u> 12,660.00					
12	Navona Ave., Palermo Ave., Ravenna Ave. & Verona Ave. including street ends (4 total)	\$ 5,115.00					
13	Navona Ave. Bridge Streetscape	\$ 3,660.00					
14	The Strand Bridge Streetscape	\$ 4,060.00					
15	Verona Ave. Bridge Streetscape	\$ 5,380.00					
16	West Lot Parking Lot	\$ 5,360.00					
17	S.R. A1A/Ocean Boulevard including east and west swales within R.O.W.	\$ 93,760.00					
18	Beach Pavilion & Dunes (including north & south perimeter dunes)	\$ 16,400.00					
19	North Parkway	\$ 1,800.00					
20	South Parkway	\$ 1,800.00					
BASE IAINTENANCE	SUBTOTAL	\$ 404,105.00					

SCHEDULE OF VALUES

PLANT MATERIAL (COMBINED)

Items highlighted in yellow indicate additions and/or modifications to RFP #2014-01-Schedule of Values

TOWN-WIDE, S.R. A1A & BEACH PAVILION

TEM#	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
21	New Guinea Impatiens, 4.5" pot	2,950	EA	\$ 2.50	\$ 7,375.00
22	Bronze Leaf Begonias, 4.5" Pot	2,950	EA	\$ 2.50	\$ 7,375.00
23	Pentas, 4.5" Pot	3,550	EA	\$ 2.50	\$ 8,875.00
24	Agave attenuata (False Agave), 7 Gal.	5	EA	\$ 75.00	\$ 375.00
25	Aechmea 'Dean' Bromeliad, 10" pot	5	EA	\$ 35.00	\$ 175.00
26	Aerva lanata 'Red Velvet, 1 Gal.	50	EA	\$ 5.00	\$ 250.00
27	Alcantarea imperialis 'Malbec' 17" pot	3	EA	125.00	375.00
28	Alcantarea odorata, 17" pot	14	EA	\$ 75.00	\$ 1,050.00
29	Alpinia zerumbet 'Variegata' (Variegated Shell Ginger), 3 Gal.	20	EA	\$ 10.00	\$ 200.00
30	Arachis glabrata (Perennial Peanut), 1 Gal.	50	EA	\$ 5.00	\$ 250.00
31	Bougainvillea 'Dwarf' (Dwarf Bougainvillea), 3 Gal.	100	EA	\$ 10.00	\$ 1,000.00
32	Carissa macrocarpa 'Emerald Blanket' (Carissa) 3 Gal.	50	EA	\$ 10.00	\$ 500.00
33	Chrysobalanus icaco 'Red Tip' (Red-Tip Cocoplum), 3 Gal.	10	EA	\$ 10.00	\$ 100.00
34	Chrysobalanus horizontalis (Horizontal Cocoplum), 3 Gal.	1	EA	\$ 17.50	\$ 17.50
35	Clusia guttifera (Small-leaf Clusia), 7 Gal.	10	EA	\$ 30.00	\$ 300.00
36	Clusia guttifera (Small-leaf Clusia), 4.5' Ht.	10	EA	\$ 125.00	\$ 1,250.00
37	Coccoloba uvifera (Seagrape), 7 Gal.	10	EA	\$ 35.00	\$ 350.00
38	Conocarpus erectus 'Sericeus' (Silver Buttonwood), 3 Gal.	10	EA	\$ 10.00	\$ 100.00
39	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 7 Gal.	70	EA	\$ 30.00	\$ 2,100.00

40	Cordyline terminalis 'Auntie Lou' (Auntie Lou Ti Plant), 3 Gal.	1	EA	\$ 10.00	\$ 10.00
41	Cordyline terminalis 'Red Sister' (Ti Plant), 3 Gal.	1	EA	\$ 10.00	\$ 10.00
42	Crinum 'Queen Emma' (Queen Emma Crinum Lily), 7 Gal.	5	EA	\$ 35.00	\$ 175.00
43	Dianella tasmanica (Blueberry Flax Lily), 3 Gal.	220	EA	\$ 10.00	\$ 2,200.00
44	Duranta erecta 'Gold Mound' (Gold Mound), 3 Gal.	320	EA	\$ 10.00	\$ 3,200.00
45	Ernodea littoralis (Golden Creeper), 1 Gal.	1	EA	\$ 5.00	\$ 5.00
46	Euphorbia milii 'Somona' (Dwf. Crown of Thorns), 3 Gal.	40	EA	\$ 10.00	\$ 400.00
47	Farfugium japonicum 'Giganteum' (Leopard Plant), 3 Gal.	1	EA	\$ 15.00	\$ 15.00
48	Ficus benjamina (Weeping Fig), 3 Gal.	20	EA	\$ 10.00	\$ 200.00
49	Ficus macrocarpa ' Green Island' (Green Island Ficus), 3 Gal.	500	EA	\$ 10.00	\$ 5,000.00
50	Ficus repens (Creeping Fig), 1 Gal.	20	EA	\$ 5.00	\$ 100.00
51	Hamelia patens 'Compacta' (Compact Firebush), 3 Gal.	320	EA	\$ 10.00	\$ 3,200.00
51	Ixora 'Nora Grant' (Pink Ixora), 3 Gal.	10	EA	\$ 10.00	\$ 100.00
52	Iva imbricata (Beach Elder), 1 Gal.	1	EA	\$ 5.00	\$ 5.00
53	Jasminum volubile (Wax Jasmine), 3 Gal.	50	EA	\$ 10.00	\$ 500.00
54	Microsorum scolopendrium (Wart Fern), 3 Gal.	100	EA	\$ 10.00	\$ 1,000.00
55	Monstera deliciosa (Ceriman), 3 Gal.	20	EA	\$ 15.00	\$ 300.00
56	Muhlenbergia capillaris (Muhly Grass), 3 Gal.	20	EA	\$ 10.00	\$ 200.00
57	Neomarica caerula 'Regina' (Giant Apostle's Iris), 3 Gal.	1	EA	\$ 25.00	\$ 25.00
58	Neorgelia 'Chile Verde', 6" pot	15	EA	\$ 17.00	\$ 255.00
59	Neorgelia 'Bossa Nova', 6" pot	15	EA	\$ 17.00	\$ 255.00
60	Neorgelia 'Super Fireball', 6"	15	EA	\$ 17.00	\$ 255.00

61	Podocarpus macrophyllus (Japanese Yew), 7 Gal.	5	EA	\$ 30.00	\$ 150.00
62	Philodendron 'Rojo Congo' (Rojo Congo), 3 Gal.	15	EA	\$ 10.00	\$ 150.00
63	Portulaca (Purslane), 1 Gal.	1	EA	\$ 5.00	\$ 5.00
64	Psychotria ligustrifolia (Bahama Wild Coffee), 3 Gal.	1	EA	\$ 10.00	\$ 10.00
65	Schefflera arboricola 'Dazzle' (Dazzle), 3 Gal.	1	EA	\$ 25.00	\$ 25.00
66	Schefflera arboricola 'Trinette' (Variegated Arboricola), 3 Gal.	800	EA	\$ 10.00	\$ 8,000.00
67	Scaevola taccada, 3 Gal.	5	EA	\$ 15.00	\$ 75.00
68	Serenoa repens 'Cinera' (Silver Saw Palmetto), 15 Gal.	5	EA	\$ 175.00	\$ 875.00
69	Serenoa repens 'Cinera' (Silver Saw Palmetto), 7 Gal.	1	EA	\$ 40.00	\$ 40.00
70	Solenostemon scutellarioides (Coleus), 1 Gal.	60	EA	\$ 5.00	\$ 300.00
71	Sophora tomentosa (Necklacepod), 3 Gal.	1	EA	\$ 15.00	\$ 15.00
72	Trachelospermum jasminoides (Star Jasmine) 7 Gal. on trellis	1	EA	\$ 35.00	\$ 35.00
73	Tripsacum dactyloides (Fakahatchee Grass), 3 Gal.	100	EA	\$ 10.00	\$ 1,000.00
74	Tripsacum floridanum (Dwarf Fakahatchee), 3 Gal.	500	EA	\$ 10.00	\$ 5,000.00
75	Uniola paniculata (Sea Oats), 1 Gal.	1	EA	\$ 5.00	\$ 5.00
76	Uniola paniculata (Sea Oats), 3 Gal.	20	EA	\$ 10.00	\$ 200.00
77	Cocos nucifera 'Green Malayan' (Coconut Palm), 12' G.W.	1	EA	\$ 1,200.00	\$ 1,200.00
78	Cocos nucifera 'Green Malayan' (Coconut Palm), 16' G.W.	2	EA	\$ 1,500.00	\$ 3,000.00
79	Cocos nucifera 'Green Malayan' (Coconut Palm), 20' G.W.	2	EA	\$ 2,000.00	\$ 4,000.00
80	Conocarpus erectus (Green Buttonwood), 12' Ht, 2" cal.	1	EA	\$ 600.00	\$ 600.00
81	Conocarpus erectus 'Sericeus' (Silver Buttonwood), 12' Ht, 2" cal.	1	EA	\$ 600.00	\$ 600.00
82	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 22' G.W.	1	EA	\$ 9,500.00	\$ 9,500.00

BASE PLANTS	SUBTOTAL - COMBINED				\$ 120,712.50
90	Red Premium Shredded Mulch, Grade 'A' or better	1,600	Bag	\$ 5.00	\$ 8,000.00
89	Bermuda 'Celebration' Turf	3	Palette	\$ 450.00	\$ 1,350.00
88	St. Augustine 'Floratam' Sod	7	Palette	\$ 450.00	\$ 3,150.00
87	Wodyetia bifurcata, 14' G.W.	1	EA	\$ 950.00	\$ 950.00
86	Sabal palmetto (Cabbage Palm), 16' OA	1	EA	\$ 350.00	\$ 350.00
85	Roystonea regia (Florida Royal Palm), 18' GW	1	EA	\$ 1,200.00	\$ 1,200.00
84	Phoenix sylvestris (Sylvester Date Palm), 18' G.W.	1	EA	\$ 9,000.00	\$ 9,000.00
83	Phoenix dactylifera 'Medjool' (Medjool Date Palm), 30' G.W.	1	EA	\$ 12,500.00	\$ 12,500.00

COMBINED GRAND

GRAND TOTAL BASE
TOTAL MAINTENANCE PLUS
PLANT MATERIAL

\$ 524,817.50

GRAND TOTAL
(TOWN-WIDE, 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.

ADDITIONAL SCHEDULE OF VALUES

A.1	One Landscape Superintendent	Per Hour = \$ 30.00
		Per Overtime Hour as required =\$ _45.00
A.2	One Landscape Laborer	Per Hour = \$ 25.00
		Per Overtime Hour as required =\$ _37.50
A.3	One Front-End loader with Backhoe including Operator	Per Hour = \$75.00
		Per Day = $$275.00$
		Per Week = \$ 1,375.00
		Per Month = \$ 5,000.00
A.4	One min. 15,000 GVM Dump Truck with Operator	Per Hour = \$75.00
		Per Day = \$ 275.00
		Per Week = \$ 1,375.00
		Per Month = \$ 5,000.00
A.5	Rate for (1) water tank, min. 500 gal. capacity, with	Per Day = \$ 825.00
	pump and hose reel	Per Week = \$ 4,250.00
		Per Month = $$15,000.00$
A.6	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = \$ 60.00
A.7	Rate for Lawn Sand delivered and installed in place	Per CY = \$ 60.00
A.8	One Irrigation Repair Specialist	Per Hour = \$ 45.00
		Per Overtime Hour as required =\$ 67.50
A.9	One Irrigation Laborer	Per Hour = \$ 30.00
		Per Overtime Hour as required =\$ _45.00

A.10	Solid St. Augustine 'Floratam' Sod delivered and installed (includes initial watering)	Per Square Foot = \$90
A.11	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = \$75.00 Per Day = \$275.00 Per Week = \$1,375.00 Per Month = \$5,000.00
A.12	Atlas 3000 Soil Mix	Per cu. yd. in place = \$ _75.00
A.13	Black Mexican Beach Pebbles 3"-5" Tumbled Finish	Per Bag in place = \$
A.14	OTC Injections for Coconut Palms	Per Palm per Injection = \$ _25.00

ADDITIONAL SCHEDULE OF VALUES Disaster Relief

The fo	llowing rates shall be all inclusive of labor, equip diem and any other travel			ery costs, travel time, per
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL
B.1	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	Hourly Labor Rate	\$ 75.00	\$ 75.00
B.2	Tree Climber/ Chainsaw and Gear	Hourly Labor Rate	\$ 65.00	\$ 65.00
B.3	Laborer w/ Small Tools, Traffic Control, or Flag Person	Hourly Labor Rate	\$ 35.00	\$ 35.00
B.4	Skilled Sawman	Hourly Labor Rate	\$ 50.00	\$ 50.00
B.5	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard within Town Limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 10.00	\$ 50,000.00

B.6	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard within 25 miles of Town limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 15.00	\$ 75,000.00
B.7	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard in excess of 25 miles (Estimated 5,000 cubic yards)	Per Cubic Yard	\$ 25.00	\$ 125,000.00
B.8	Debris Reduction by Chipping/Grinding per Cubic Yard	per Cubic Yard	\$ 15.00	\$ 15.00
B.9	Removal of Hazardous Trees and Limbs Work consists of removing and placing them at a Town approved location on the Town ROW. 6 inch to 23.99 inch diameter	Each	\$ 95.00	\$ 95.00
B.10	Continued 24 inch to 35.99 inch diameter	Each	\$ 170.00	\$ 170.00
B.11	Continued 36 inch and larger diameter	Each	\$ 195.00	\$ 195.00
B.12	Removal of Hazardous Stumps Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows: 24.1 inch to 36.99 inch diameter	Each	\$ 225.00	\$ 225.00
B.13	37 inch to 48.99 inch diameter	Each	\$ 295.00	\$ 295.00
B.14	49 inch and larger diameter	Each	\$ 350.00	\$ 350.00
B.15	Generator, 500 KW, List kW Capacity (Daily Rate)	Hourly Labor Rate	\$ 995.00	\$ 995.00
B.16	Wheel Loader, 3 CY, 152 HP (Including Operator) (Daily Rate)	Hourly Labor Rate	\$ 520.00	\$ 520.00
B.17	Dozer, Tracked, D4 or Equivalent (Including Operator) (Daily Rate)	Hourly Labor Rate	\$ 1,200.00	\$ 1,200.00
B.18	Tub Grinder 800 to 1,000 HP (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$ 300.00	\$ 300.00
B.19	Truck, Flatbed (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$ 200.00	\$ 200.00

B.20	Dead Animal Carcasses Work consists of collection, Hauling and final disposal of dead animal carcasses.	Per pound	\$ 25.00	\$	25.00
	animal carcasses.		1	1	

Note: The Town reserves the right to secure competitive bids for any and all items in the Additional Schedule of Values.

Technical Specifications (Section 4)

Amendment to Section 4, Paragraph 4.8(4):

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.

During such time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. In the event of a severe weather event, the Town must be a priority client to the Contractor.

Amendment to Section 4 (Additional Schedule of Values for Disaster Relief):

The following line items pertain to disaster debris hauling, which will only be activated upon a notice to proceed after a declared emergency, these line items include ROW and Parks within the Town of Golden Beach as part of the scope.

4.23 EMERGENCY PUSH/ROAD CLEARANCE

At the request of the Town for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from Town roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Town Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Town to conduct emergency roadway clearance work. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the Town. Clearance of these roadways will be performed as identified by the Town Debris Manager. The Contractor shall assist the Town and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, photos and descriptions, and zones/areas worked. Services performed under this Contract element will be compensated using lines B.1-B.25 – Hourly Labor and Equipment Price Schedule.

4.24 DEBRIS REMOVAL SERVICES

For the following line items J12-J21, related to debris removal, the Town may award to the lowest responsive responsible bidder as a tertiary bidder in the event that the primary and secondary debris removal contractor has defaulted. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the contractor

shall be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the Town.

The Project Manager or a higher-ranking decision-making designee shall be physically present at the Town within twenty-four (24) hours after notice has been given to commence work. Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal to a Temporary Debris Management Site(s) (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of personnel, tools and generators, under the direct supervision of the debris monitoring consultant. Project Manager will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. Project Manager / Operations Manager shall coordinate daily with the Town's Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives. The Town Debris Monitoring Manager must approve all Final Disposal Sites, in writing. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. The Project Manager operations and remediation must comply with all local, state and federal safety and environmental standards.

4.25 ROW VEGATATIVE DEBRIS REMOVAL

Services performed under this Contract element will be compensated using B.1-B.25 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the Town ROW to a Town approved DMS or a Town approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the Town will be performed as identified by the Town Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Town's authorized representative, the debris removal vehicle will proceed immediately to a Town approved DMS or a Town approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Town or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the Town Debris Manager.

4.26 ROW C&D DEBRIS REMOVAL

Services performed under this Contract element will be compensated using B.1-B.25 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the Town ROW to a Town approved DMS Site in

accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the Town ROW will be performed as identified by the Town Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Town's authorized representative, the debris removal vehicle will proceed immediately to a Town approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Town or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Town or its authorized representative. The Town will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the Town Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The Town's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

4.27 REMOVAL OF DEBRIS FROM TOWN PARKS AND FACILITIES

Services performed under this Contract element will be compensated using J12-J26 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in Town Parks and Facilities to a Town approved DMS Site in accordance with all federal, state and local rules and regulations.

All debris removal from Town Parks, improved public property, and Facilities will be at the approval and authorization of the Town prior to removal.

4.28 SAFETY

The Contractor shall be solely responsible for maintaining safety at all work sites including Temporary Debris Storage (TDMS(s) and debris collection sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer's assigned to the project for the duration of this contract.

4.29 ENVIRONMENTAL PROTECTION

- a. Any and all fluids or chemicals (work-related materials such as oil, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Town Debris Manager. The Contractor shall comply in a timely manner with all directions of the Town Debris Manager

regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

environmental protection.

d. The Contractor shall immediately report and document all incidents to the Town Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

The Contractor must notify the Town regarding any fluid or chemical spillage so that the Town or its authorized representative can review and approve of the cleanup.

e. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

4.30 DOCUMENTATION MANAGEMENT AND SUPPORT

Contractor's Project Manager shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. Project Manager shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. Contractor's Project Manager shall provide data management and support to the Town during the emergency recovery effort including, but not limited to, the following:

Each load ticket shall contain the following information:

- Prime Contractor name.
- Town contract/Disaster number.
- Load ticket number.
- Sub-Contractor name.
- Truck Driver name.
- Date and time of pick up.
- Date and time of delivery.
- Pick up location (street address or primary street between specific area).
- Loading Zone Number
- Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- Truck ID number and capacity.
- Total cubic yards picked up.
- Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- Delivery site.
- Load Monitor Printed Name and Signature.
- Dump Monitor Printed Name and Signature.
- GPS.

4.31 REPORTS

Project Manager shall make daily reports to the Town to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking

information as requested by the Town.

Within thirty (30) days of final inspection and/or closeout of the project by the Town, Project Manager shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Town. Project Manager shall provide, upon request of the Town and/or no later than project closeout, a release of liens demonstrating that all subcontractors to Project Manager have been fully paid. Contractor's Project Manager will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town. Final project reconciliation must be approved by the Town. Project Manager shall notify the Town's Project Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

B.1 ON-SITE OPERATIONS MANAGER

The Contractor shall provide an on-site project operations manager to the Town. The project manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Town Debris Manager and/or Town authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, Town coordination, and damage repairs. The project manager must be available twenty-four (24) hours a day, or as required by the Town Debris Manager.

Contractor shall work closely with the Town's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Contractor shall follow all of the requirements of 2 C.F.R. §200.318-326 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

Operations Manager will work closely with the Town's contracted Monitor and applicable Federal, State and local agencies to ensure that the Town's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Project Manager shall provide to the Town all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. Project Manager shall provide hard copies and electronic scanned documents with an itemized spreadsheet. Project Manager shall assist the Town in preparing Federal and State reports and applications for reimbursement. Project Manager shall review all reimbursement applications prepared by the Town or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Town or Debris Monitor of any recommended changes, corrections, alterations or deletions. Project Manager shall assist, as directed by the Town, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. Project Manager shall retain all documentation and records for a minimum of ten (10) years.

B.2 TREE CLIMBER/ CHAINSAW AND GEAR

Contractor shall trim, cut and/or fell leaning trees and/or hanging limbs only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

B.3 LABORER W/SMALL TOOLS, TRAFFIC CONTROL OR FLAG PERSON

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s).

B.4 SKILLED SAWMAN

The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. Contractor operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the Town Debris Manager.

B.5 LOADING AND HAULING DEBRIS FROM PUBLIC PROPERTY AND RIGHTS-OF-WAY TO A TEMPORARY DEBRIS STAGING AND REDUCTION SITE WITHIN TOWN LIMITS

Immediately following a disaster, it may be necessary for Contractor to cut, toss and/or push debris from primary transportation routes as identified and directed by the Town. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing. Debris Removal from Public Rights-of-Way – As identified and directed by the Town, contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Town rights-of-way and public property. Contractor shall provide debris collection in a systematic manner according to Work Zones in accordance with advanced written authorization from the Contract Manager. Contractor shall haul all debris to designated temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no Town TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Town.

Contractor shall segregate all debris to the extent practical. Eligible debris includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to Town approved DMS(s) or Town approved Final Disposal Site(s) 4) reducing disaster related debris; 5) hauling reduced debris to a Town approved Final Disposal Site; and 6) disposing of reduced debris at a Town approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the Town Debris Manager.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in Town Parks and Facilities to a Town approved DMS Site in accordance with all federal, state and local rules and regulations. All debris removal from Town Parks, improved public property, and Facilities will be at the approval and authorization of the Town prior to removal.

B.6 - B.7 LOADING AND HAULING DEBRIS TO A FINAL DISPOSAL SITE PER CUBIC YARD

The contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work. The Contractor shall not use any disposal facility without the written consent of the contract manager. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered. The Contractor shall not receive any payment from the Town for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-Town approved Final Disposal Site.

B.8 DEBRIS REDUCTION BY CHIPPING/GRINDING PER CUBIC YARD

Contractor shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Town approval. Processing may include, but is not limited to, reduction by tub grinding, or other alternate methods of reduction such as compaction.

B.9 - B.11 REMOVAL OF HAZARDOUS TREES AND LIMBS

Eligible hazardous trees will be identified by the Town or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the Town ROW, parks and facilities, or private property will be performed as identified by the Town Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the Town Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

- i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
- ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
- iii. The tree has a split trunk that exposes heartwood.

Eligible hazardous hanging limbs will be identified by the Town or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the Town ROW, parks and facilities, or private property will be performed as identified by the Town Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Town Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- iv. The limb is greater than two (2) inches in diameter.
- v. The limb is still hanging in a tree and threatening a public-use area.
- vi. The limb is located on improved public property.

B.12-B.14 REMOVAL OF STUMPS

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and remove eligible hazardous stumps from the Town's authorized ROW. Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11

The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the Town or its designated representative:

1. The stump root ball is exposed by fifty (50) percent or more;

2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.

3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.

B. The Town or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.

C. Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.

D. Costs for the removal of hazardous stumps shall be invoiced separately.

E. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the Town or the Town's authorized representative.

F. The eligible hazardous stump shall be transported to the Town's DMS or to the Town's designated final disposal site.

G. Stumps measuring less than twenty-four (24) inches in diameter, measured twenty-four (24) inches above ground, which require extraction shall be converted to a cubic yard measurement by the conversion table included in the FEMA FP 104-009-2, Appendix E, Stump Conversion Table. H. Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.

B.15-B.19 EQUIPMENT

Prior to start of work, the Monitoring Contractor and the Town will perform the certification of each vehicle engaging in the services specified within this bid. Certification forms will indicate the type of vehicle; make; model; license plate number; Project Manager Equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless preauthorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

B.20 DEAD ANIMAL CARCASSES

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect, transport and dispose of dead animal carcasses. Including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.

EXHIBIT "A"

TOWN-WIDE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE AREAS

(See Service Area Map Exhibit 'A')

Items highlighted in yellow indicate additions to RFP #2014-01 - Service Areas

Parks, Buildings and Facilities:

Town Hall

The Strand Gatehouse, Entrance Drive (Includes median, swales and water features, front and back, adjacent to S.R. A1A)

West Lot Parking Lot

The Strand Boat Dock Park and circle

North Park

South Park

Singer Park'

Massini Park

Massini Wall

Terracina Park

Terracina Wall

Tweddle Park

Golden Beach Open Area including (2) Dog Parks

West Parking Lot

Medians and Rights-of-Way:

Golden Beach Drive (includes east and west sides of street within 80' right-of-way; 25' from curb on east side and 20' from back of sidewalk on west side)

The Strand Entrance Drive

Verona Avenue Bridge from Golden Beach Drive to South Island Drive

The Strand Bridge from Golden Beach Drive to Center Island Drive

Navona Avenue Bridge from Golden Beach Drive to North Island Drive

South Island Drive including 2 Cul-de-sacs; South Parkway including cul-de-sac; Center Island Drive including 2 cul-de-sacs; North Parkway including cul-de-sac; North Island Drive including 2 cul-de-sacs

Verona Avenue including Ficus hedge on north side & street end; Ravenna Avenue including street end; Palermo Avenue including street end; Navona Avenue including street end

S.R. A1A & BEACH PAVILION LANDSCAPE AND IRRIGATION MAINTENANCE SERVICE AREAS

(See Service Area Map Exhibit 'A')

Parks, Buildings and Facilities:

Beach Pavilion & (2) dunes

Northern and southern perimeter beach dune plantings

Medians and Rights-of-Way:

S.R. A1A/Ocean Drive within limits of Town including entrance wall features at north and south ends and center medians; east and west swales within R.O.W.

