

RESOLUTION NO. 2017-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AWARDED A CONTRACT TO QUALITY CUT LAWN MAINTENANCE, INC. TO MAINTAIN THE LANDSCAPING AND IRRIGATION OF THE MARINA VILLAGE, INCLUDING THE MARINA UPLANDS, PROMENADE, BICENTENNIAL PARK, AVENUE "C" FROM 15TH STREET TO 11TH STREET AND THE 13TH STREET CORRIDOR FROM AVENUE "C" TO BROADWAY. PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Agency is responsible for managing the Marina Village, including the maintenance of the landscape and irrigation of the Marina Village, the Marina Uplands, Promenade, Bicentennial Park, Avenue "C" from 15th Street to 11th Street and 13th Street Corridor from Avenue "C" to Broadway ("Landscape Maintenance"); and

WHEREAS, the Agency, pursuant to the Riviera Beach CRA Policies and Procedures Procurement Code is required to request bids for contracts for services that exceeds \$25,000; and

WHEREAS, on November 20, 2016 the bid opportunity for the Landscape Maintenance was advertised in the Palm Beach Post, a newspaper of general circulation, and on November 20, 2016 the bid was advertised on the City of Riviera Beach and Riviera Beach CRA website; and

WHEREAS, staff recommends that the Agency retain the firm of the Quality Cut Lawn Maintenance, Inc., to provide the Landscape Services based on its successful bid submittal which was the lowest and most responsive bid received by the Riviera Beach Purchasing Department.

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

SECTION 1. The Riviera Beach Community Redevelopment Agency authorizes the Executive Director and the Chair of the Board of Commissioners to execute the contract attached hereto as Exhibit "A" with Quality Cut Lawn Maintenance, Inc. for the Landscape Maintenance for the annual sum of \$68,750.00, plus any additional authorized landscaping work not to exceed the annual budget appropriation. The Executive Director is hereby authorized to issue payment from the appropriate fund as indicated in the FY 2016-2017 Marina Village / CRA Budget, to pay for the Landscape Maintenance.

SECTION 2. The Executive Director is hereby authorized to approve change orders to the monthly fixed maintenance costs in the amount not to exceed 7.5% of the contract price.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of May, 2017

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

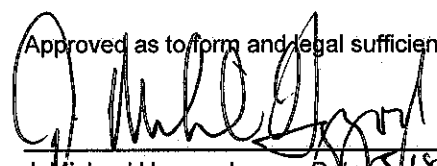
ATTEST:

By: _____
Name: KaShamba Miller-Anderson
Title: Chairperson

Executive Director

MOTION BY: _____
SECONDED BY: _____

T. Davis _____
T. Davis Johnson _____
L. Hubbard _____
K. Miller-Anderson _____
D. Pardo _____

Approved as to form and legal sufficiency


J. Michael Haygood Date 05/18/2017
J. Michael Haygood, PA
General Counsel to CRA

**LANDSCAPE MAINTENANCE AGREEMENT
BY AND BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
QUALITY CUT LAWN MAINTENANCE, INC.**

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between **Quality Cut Lawn Maintenance, Inc., a Florida corporation**, hereinafter sometimes referred to as **"Independent Contractor,"** whose mailing address is 450 33rd Street, Riviera Beach, FL 33404 and the **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as **"CRA,"** whose address is 2001 Broadway Suite 300, Riviera Beach, Florida, 33404.

WHEREAS, the CRA in cooperation with the City of Riviera Beach Purchasing Department ("City Purchasing Department"), pursuant to the Riviera Beach Community Redevelopment Agency Procurement Code, published a solicitation for landscape services for the City of Riviera Beach Marina; and

WHEREAS, three firms responded to the solicitation; and

WHEREAS, the City Purchasing Department and the staff of the CRA recommend Quality Cut Lawn Maintenance, Inc. as the lowest qualified and responsive bidder.

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

1. Quality Cut Lawn Maintenance, Inc., agrees to perform the following maintenance tasks at the City of Riviera Beach Marina: mowing, edging, trimming, blowing all areas, Fire Ant Bait during each service, pruning, trimming weeding, and detailing all beds and plant area, fertilizing all areas based on soil test, integrated pest management per a set scheduled as agreed upon by all parties, irrigation inspection and repair and attend regularly scheduled meetings. The specifications for the project are more specifically set out in the scope of work attached hereto as Exhibit "A" ("Scope of Work").

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work.

3. To the extent that there exists a conflict between the bid documents, and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

4. Work must begin within (5) calendar days from the date of receipt of official notice to proceed and shall be carried on for the duration of the year term of this Agreement.

5. The CRA agrees to compensate the Independent Contractor in the amount of \$68,750.00 annually in a monthly amount of \$5,729.16 plus any additional landscaping costs as approved by the agency in accordance with the annual board approved budget. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CRA shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the CRA in pursuance of the scope of work contained in herein or in an exhibit "A".

6. The term of this agreement shall be for three years with the option to renew for one two year term.

7. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

13. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

14. Prior to execution of this Agreement by the CRA the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance of \$1,000,000 per accident, \$1,000,000 per accident [this is duplicative], \$1,000,000 disease each employee, \$1,000,000 disease policy limit and Employer's Liability Insurance of \$1,000,000 per occurrence.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the CRA as an "Additional Insured."

19. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be

construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

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

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

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

25. All materials and/or work to be furnished and/or installed by the Independent Contractor shall be guaranteed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects including death satisfactory growth, workmanship, or materials. Upon receipt of notice from the CRA of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the CRA. In the event the Independent Contractor fails to make the

necessary repairs or replacements within 30 days after notification by the CRA. In the event the Independent Contractor fails to make the necessary or replacements within 30 days after notification by the CRA, the CRA may accomplish the work at the expense of the Independent Contractor. The services rendered in the execution of this agreement do not relieve the contractor from any obligations related to any prior agreements. All work produced under any previous agreements will be held to the agreement, and a one year inspection must occur.

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

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

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

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

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

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

32. **FLORIDA PUBLIC RECORDS ACT**

The CONSULTANT shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records required by the CRA perform the services under this Agreement.
- (b) Upon request from the CRA” custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.
- (d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONSULTANT or keep and maintain public records required by the CRA to perform the service. If the CONSULTANT transfers all public records to the CRA upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA’s custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DARLENE HATCHER AT 561-844-3408, dhatcher@rbkra.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

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

[Signatures on following page]

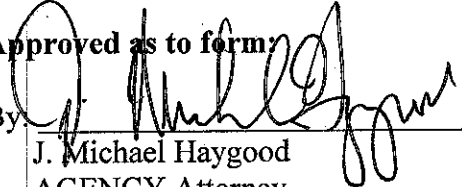
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: _____
Name: Scott Evans
Title: Interim Executive Director

**Riviera Beach Community
Redevelopment Agency**

By: _____
Name: KaShamba Miller-Anderson
Title: Chairperson

Approved as to form:
By: 
J. Michael Haygood
AGENCY Attorney

ATTEST:

**Independent Contractor
Quality Cut Lawn Maintenance, Inc.**

By: _____
Name: _____
Title: _____