

RESOLUTION NO. 2019-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN AGREEMENT WITH BRIGHT VIEW LANDSCAPE SERVICES, INC., TO PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR THE MARINA VILLAGE UP LANDS, PROMENADE, BICENTENNIAL PARK, AVENUE "C" CORRIDOR FROM 15<sup>TH</sup> STREET TO 11<sup>TH</sup> STREET AND 13<sup>TH</sup> STREET CORRIDOR FROM AVENUE C TO BROADWAY AND THE PARCEL OF LAND FORMERLY KNOWN AS SPANISH COURTS AND OTHER DESIGNATED CRA OWNED PROPERTIES WITHIN THE CRA DISTRICT; PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

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

**WHEREAS**, in accordance with the provisions of the Agency's procurement policies, Agency Staff solicited Invitation to Bid ("ITB") from professional landscaping companies; and

**WHEREAS**, four (4) firm responded to ITB; and

**WHEREAS**, the firm Bright View Landscape Services, Inc. was deemed the lowest and most responsive bidder by a CRA staff committee; and

**WHEREAS**, the Agency desires to execute a contract with the qualifying firm to provide landscape maintenance services as set forth in attached agreements.

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

**SECTION 1.** That Chairman and Executive Director are authorized to execute a contract with Bright View Landscape Services, Inc., in substantially the form of Exhibit "A" attached hereto.

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

PASSED AND ADOPTED this 8<sup>th</sup> day of May, 2019.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: KaShamba Miller-Anderson  
KaShamba Miller-Anderson  
Chairperson

ATTEST:

[Signature]  
Executive Director

Approved as to form and legal sufficiency

[Signature]  
J. Michael Haygood  
Date 5/11/2019  
J. Michael Haygood, PA  
General Counsel to CRA

MOTION BY: J. Botel

SECONDED BY: T. McCoy

J. BOTEL	<u>Aye</u>
K. MILLER-ANDERSON	<u>Aye</u>
T. McCOY	<u>Aye</u>
S. D. LANIER	<u>Aye</u>
D. LAWSON	<u>Aye</u>




Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
Phone: 561-844-3408  
Fax: 561-881-8043  
Website: www.rbcra.com

# MEMORANDUM

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

**FROM:**  Scott Evans  
Interim Executive Director, CRA

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** April 24, 2019

**SUBJECT:** Resolution Approving an Agreement with Bright View Landscape Services, Inc.,  
to Maintain the Landscaping and Irrigation of the Marina Village.

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### REQUEST FOR BOARD ACTION

The Agency is requesting the Board of Commissioners to adopt a Resolution approving an Agreement with Bright View Landscape Services, Inc., (Bright View), for the maintenance of the Marina Village landscaping and irrigation system throughout the Marina uplands, the Promenade, Bicentennial Park, Avenue C Corridor from 15<sup>th</sup> Street to 11<sup>th</sup> Street, 13<sup>th</sup> Street Corridor from Avenue C to Broadway, and the parcel of land formerly known as Spanish Courts.

### BACKGROUND

In accordance with the Agency's Procurement Policies, the RBCRA issued ITB 2019-01 to obtain pricing proposals for the maintenance of the Marina Village landscaping and irrigation throughout the Marina uplands, the Promenade, Bicentennial Park, Avenue C Corridor from 15<sup>th</sup> Street to 11<sup>th</sup> Street, 13<sup>th</sup> Street Corridor from Avenue C to Broadway, and the parcel of land formerly known as Spanish Courts. The bid was published in the Palm Beach Post, on DemandStar, and the CRA's website. The company which currently provides these services for the Marina District -- Quality Cuts -- has a contract that is slated to be canceled as of May 30, 2019.

### PROPOSAL STATUS

The bid proposal submitted by Bright View satisfied the requirements published in ITB 2019-01. Staff recommends that Bright View be awarded the contract for the services identified in the published bid. The proposed contract will have a three-year term with a one-year option to renew.



The total yearly cost will not exceed \$75,800.00, with a 9% contingency, for a total of \$82,622, for emergency services. The company has provided documentation of large-scale landscape projects and services with a budget maximum exceeding seven million dollars. The Agency also received several positive references noting exemplary service and prompt responses.

## EXISTING SITE



## Additional Adjacent Properties

<b>1195 AVENUE C</b>	56434233020000171
<b>57 E 12TH ST</b>	56434233020000160
<b>1300 BROADWAY</b>	56434233060020191
	56434233060020250
	56434233060020292
	56434233060020312
	56434233060020332
	56434233060020352
<b>1345 AVENUE C</b>	56434233060020010
<b>59 E 14TH ST</b>	56434233060020030



### **RECOMMENDATION**

CRA Staff recommends adoption of the Resolution approving an Agreement with Bright View Landscape Services, Inc., for the maintenance of the Marina Village landscaping and irrigation throughout the Marina uplands, the Promenade, Bicentennial Park, Avenue C Corridor from 15<sup>th</sup> Street to 11<sup>th</sup> Street, 13<sup>th</sup> Street Corridor from Avenue C to Broadway, and the parcel of land formerly known as Spanish Courts. The yearly expenditure will not exceed the contracted amount of \$75,800.00, with 9% contingency, for a total of \$82,622, for emergency services.

SE:al



**LANDSCAPE MAINTENANCE AGREEMENT  
BY AND BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
BRIGHT VIEW LANDSCAPE SERVICES, INC.**

**THIS AGREEMENT** made and entered into this 29<sup>th</sup> day of May, 2019 by and between **Bright View Landscape Services, Inc.**, a Florida corporation, herein after: sometimes referred to as "**Contractor**," whose mailing address is 4155 East Mowry Drive Homestead, FL 33033 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**, in accordance with the provisions of the Agency's procurement policies, Agency Staff issued an Invitation to Bid for professional landscaping services (ITB); and

**WHEREAS**, four (4) firms responded to ITB; and

**WHEREAS**, the firm Bright View Landscape Services, Inc. was deemed the lowest and most responsive bidder by a CRA staff committee; and

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

1. Bright View Landscape Services, Inc., agrees to perform landscaping maintenance services throughout the Marina UP-Lands, Promenade, Bicentennial Park, Avenue "C" Corridor from 15th Street to 11th Street and 13th Street Corridor from Avenue C to Broadway and the parcel of land formerly known as Spanish Courts, as more particularly described in Exhibit "A". Landscaping services is to include landscape maintenance services such as grass maintenance, weeding, debris cleanup, shrub hedging, turf edging, trees and palm trimming, blowing and walkway clearing, irrigation system check, pest and disease control, and hurricane prep. Additional Services to be provided on a as needed basis are mulching and fertilizing. The specifications for the project are more specifically set out in the scope of work attached hereto as Exhibit "A" ("Scope of Work").
2. Contractor agrees to be bound by alt 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 Term (as defined herein) of this Agreement. Notice to Proceed will include selected properties from Attachment "A" that the Contractor is authorized to proceed. Any future changes to the list of properties will require an amendment to the Notice to Proceed.
5. The CRA agrees to compensate the Contractor for fees in accordance with Attachment A which shall not exceed the amount of Seventy Five Thousand Eight Hundred Dollars (\$75,800.00) with a 9% contingency, for a total of \$82,622.annually. The term of this Agreement is twenty four (24) months with an option to renew for one year upon the same conditions and terms as the this Agreement. 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 Contractor for a n y travel costs incurred as a direct result of the Contractor providing services pursuant to the Scope of Work.
6. This Agreement may be terminated by CRA 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 Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
7. Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
8. The Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.
9. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
10. The 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 Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.
11. All of the Contractor's personnel (and all Subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.



12. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Contractor. The 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 Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.
13. Prior to execution of this Agreement by the CRA the 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 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 Contractor of its liability and obligations under this Agreement.
14. The 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 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 Contractor or by anyone directly employed by or contracting with the Contractor.
15. The 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 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 Contractor or by anyone directly or indirectly employed by the Contractor.
16. The 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.
17. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Contractor shall specifically include the CRA as an "Additional Insured"
18. The Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all third party claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Contractor's indemnification obligations hereunder shall be limited to its proportion of the actual liabilities, to the extent any damages or costs arise from the concurrent fault of Contractor and the parties indemnified hereunder.



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 Contractor at no expense to the CRA. In the event the Contractor fails to make the necessary repairs or replacements within 30 days after notification by the CRA. In the event the 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 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.

Notwithstanding any other provision in this Agreement, Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided that Contractor applies such substances properly and in accordance with applicable laws, regulations, and manufacturer's instructions.

25. The 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 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.
26. 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.
27. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
28. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
29. Time is of the essence in all respects under this agreement.

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

32. The CONTRACTOR 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's 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 CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR 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 CONTRACTOR HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TAMARA SEGUIN AT 561-844-3408, tseguin@rbcr.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.



19. The 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 Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
20. The 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 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 Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the 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 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 Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.
21. The Contractor does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.
22. The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the CRA's notification of a contemplated change, the 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 Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.
23. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the CRA Interim Director.
24. All materials and/or work to be furnished and/or installed by the Contractor shall be guaranteed by the Contractor under this Agreement shall be guaranteed by the Contractor for a period of one year from the date of final acceptance thereof by the City against defects

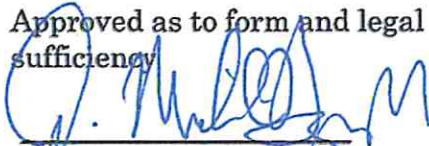
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

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

  
Executive Director

Approved as to form and legal  
sufficiency

  
J. Michael Haygood  
Date 5/8/2019  
General Counsel to CRA

BRIGHT VIEW LANDSCAPE SERVICES,  
INC.

By: Susan DeSantis 5-29-2019  
Name: Susan DeSantis  
Title: Assistant Secretary



## ATTACHMENT A

## **SCOPE OF SERVICES**

Landscaping services to include landscape maintenance services such as; grass maintenance, weeding, debris cleanup, shrub hedging, turf edging, trees and palm trimming, blowing and walkway clearing, irrigation system check, pest and disease control, and hurricane prep. The categories of landscaping services are explained in detail below. Additional Services to be provided on a as needed basis are mulching and fertilizing.

### **Mow Grass/Turf**

#### **a. Frequency**

- i. Mow grass four (4) times per month: April through October.
- ii. Mow grass three (3) times a month from November through March.
- iii. In months where there are five weeks an additional mowing may be necessary in order to maintain a weekly schedule.
- iv. Mowing frequencies can be deleted or increase by the CRA's designee due to weather factors.

#### **b. Maintenance**

##### **i. Celebration Bermuda**

1. Mow approximately 1.15 acres in accordance with Best Management Practices.
2. Vertical cut turf minimum of one (1) time per year or as needed.
3. Top dress with 80% course sand, 20% peat minimum 20 cubic yards per year.

##### **ii. St. Augustine "Captiva"**

1. Mow approximately two (2) acres in accordance with Best Management Practices.
- iii. Grass to be mowed to no less than four (4) inches in height and not to exceed six (6) in height.

#### **c. Damage Prevention**

- v. Mowing will not be done when weather or conditions will result in damaged turf.
- vi. All mowing must be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, damage sprinkler heads, valves, manifolds, timeclocks curbs, or other facilities.
- vii. All mowers must be adjustable and adjusted to the proper cutting height and level for the kinds of grass and current condition of the turf.
- viii. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade in order to set at proper height.
- ix. All mower blades are to be sharp enough to cut rather than to tear grass blades.



vi. All litter and debris shall be removed from turf before mowing to avoid shredding that will damage turf appearance or items that may be propelled by mower blades.

i. Grass is never to be mowed lower than four (4) inches in height.

d. Cleanup

ii. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives gutters, and curbs on surface on the same day as mowed or trimmed.

iii. No grass clippings and/or leaves shall be visible after mowing operation is complete.

**II. Edge and Trim**

a. Frequency

iv. During each mowing operation and landscape service visit.

v. Grass shall be trimmed four (4) times per month during or immediately following mowing: April through October.

vi. Grass shall be trimmed three (3) times a month during or immediately following mowing: November through March.

vii. Edge and trim frequencies can be deleted or increase by the CRA's designee due to weather factors.

b. Maintenance

viii. Edge all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, at shrub beds, flower beds, ground cover beds, hedges, and around trees where mulch bed exists at base.

ix. Trim the same height as adjacent turf is mowed.

x. Trim may be accomplished by hand, power shears, or rotary nylon (fish line) cutting machines.

xi. Trim to remove grass from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, and cement medians.

xii. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc.

xiii. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is directed shall be edged with a manual or mechanical edger to a neat vertical uniform line.

xiv. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges.

xv. Turf will be edged approximately eighteen (18) inches around all trees that are in lawn areas if directed by CRA Designee.

xvi. Chemical edging with a chemical application may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler head, and cement medians (contractor is responsible for replacement of all damaged sod/landscaping material at his/her cost).

xvii. Prior to chemical application, all areas shall be trimmed to proper mowing height.

c. Damage Prevention

i. Special care to be taken around and near sprinkler heads and other irrigation system fixtures to prevent damage assure their proper water

- delivery function (contractor is responsible for repair and/or replacement of all damaged sprinkler heads at his/her cost).
  - ii. No rotary nylon (fish line) weed eaters are permitted to be used around trees or plant beds to prevent damage to the plant materials.
  - i. Weed removal around trees or plants beds is to be removed by hand and/or chemical application.
  - ii. During chemical edging, the chemical shall be applied in a manner to limit drift to six (6) inches.
4. Contractor is responsible for replacement of all damaged sod/landscaping material at his/her cost.
5. If not replaced within one (1) week of notification, the RBCRA may replace the materials and deduct the cost from the Contractor's pay request.
- d. Cleanup
- iii. Remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians.
  - iv. Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface.
  - v. Grass clippings and dirt must not be allowed to collect in curb areas.

### **III. Weed Removal**

#### **a. Frequency**

- vi. Weeds are to be mowed, trimmed or edged from turf areas during each mowing operation and landscape service visit.
- vii. Weeds are to be removed four (4) times per month during or immediately following mowing: April through October.
- viii. Weeds are to be removed three (3) times a month during or immediately following mowing: November through March.

#### **b. Maintenance**

- ix. Weeds are to be manually removed or chemically removed from shrubs, hedges, and ground cover of lower beds.
- x. Weeds are to be removed from walkways; walkway and curb gutter expansion joints; and along fence lines and cement noses of concrete medians during each occasion.
- xi. Chemical weeding with a chemical application may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler head, and cement medians (contractor is responsible for replacement of all damaged sod/landscaping material at his/her cost).

#### **c. Damage Prevention**

- xii. During chemical weeding, the chemical shall be applied in a manner to limit drift to six (6) inches:
  - 1. Contractor is responsible for replacement of all damaged sod/landscaping material at his/her cost.
- xiii. If not replaced within one (1) week of notification, the RBCRA may replace the materials and deduct the cost from the Contractor's pay request.



#### **IV. Prune, Trim, and Detail Trees, Hedges, and Shrubs**

##### **a. Shrub and Hedge Care**

xiv. Maintain shrubs in a healthy, growing correct, color condition, and the shape and area specified, or as specifically directed by RBCRA designee.

xv. Trimming shall be in accordance with Best Management practices to promote proper growth and allow site visibility.

xvi. All hedges shall be maintained to owner specified dimensions.

##### **b. Hedge Trimming**

xvii. Hedge trimming will be done once a month.

xviii. Remove all cuttings and clippings from pruning and trimming operations. on the same day as operation occurs.

##### **c. Palm Trees**

xix. Shall have dead fronds removed as they occur.

xx. Dead fronds, fruit, and seed pods shall be removed from the palm head. and trunk of any palm species up to the defined height of 12 feet.

xxi. Dead palm fronds that have fallen to the ground are to be removed at each mowing operation and landscape service visit.

xxii. Perform root soil drench four (4) times a year during first year of establishment.

##### **d. Shade Trees**

i. Shall be pruned and trimmed per National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species.

ii. Required pruning is limited to a height of 12 feet, providing for the use of extendable power pruners.

iii. Pruning may include the following items:

6. To remove sucker growth and to maintain clear visibility between grade and a height of seven (7) feet.

7. Dead, dying, or unsightly parts of the tree.

8. Spouts growing at or near the base of the tree trunk.

9. Branches that grow towards the center of the tree.

10. Crossed branches that may rub together.

11. Multiple leaders of a tree that normally have only one stem.

12. Branches that have strong potential for damage by storms. (preventative).

13. Branches that have been damaged by storms (post storm event)

14. Nuisance growth that interferes with view, walks, lighting, or signage.

15. Nuisance growth that indicates potential conflict with people.

##### **iv. Damage Prevention**

16. No climbing spikes will be permitted.

17. Pruning paint is prohibited.

18. Sharp and proper pruning tools will remove portions of trees, including any sucker growth.

5. No chemical treatment to sucker growth will be permitted. Branches, dead wood, and cuttings shall be removed from job site of pruning and disposed in an acceptable manner.

19. Do not use hedge shears for pruning.

20. Machetes will not be permitted for an operations.

21. All lawn and shrub areas damages by pruning equipment shall be replaced at the Contractor's expense.

v. Cleanup

1. All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming by the Contractor and at the Contractor's expense.

**V. Fertilize**

a. Sod

xviii. The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 15-5-15.

xix. It shall be a complete fertilizer containing both major and micro nutrients, sulfur coated, time released, and applied at a rate of one (1) pound of nitrogen per 1,000 square feet of sod.

xx. Celebration Bermuda sod shall be fertilized six (6) times per year with turf special seasonal appropriate fertilizer.

xxi. St. Augustine sod shall be fertilized three (3) times yearly, during the following months: January, April, and October.

xxii. Cost of fertilizer and application shall be included in the contract.

xxiii. Contractor shall adjust the irrigation systems according to prior to applying the fertilizer.

xxiv. During heavy rain season, RBCRA may request a fourth application of fertilizer to all contract areas if need using a general fertilizer 6-6- at no extra charge to the RBCRA.

xxv. Contractor shall notify the RBCRA when they plan to apply the fertilizer.

b. Trees, Shrubs, and Ground Cover

xxvi. Fertilizer shall be applied to all trees, shrubs, and ground covers with the exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos.

xxvii. Fertilizer shall be commercial grade.

xxviii. Fertilizer shall be appropriate for specific species (please see attached plant list).

xxix. Granular fertilizer can be utilized for plants on level terrain.

c. Chemical analysis sheets for all fertilizer to be applied shall be submitted to the RBCRA, prior to the application, particularly Palm Tree fertilizer, along with recommended application rates as notes by the manufacturer.

d. Trees (excluding palms)

xxx. Shall be fertilized three (3) times per year: March, June, and October; at the rate specified by the manufacturer.

xxxi. Granular fertilizer shall be applied on level maintenance areas at the dripline of the trees in a 4" wide band around the tree.

e. Shrubs and ground covers.



- xxiii. Shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of one (1) pound of fertilizer per every one (1) inch of main stem.
- xxiv. No fertilizer shall be applied at the base against the trunks of stems of the plants.

**f. Palms**

- xxv. All palms (excluding Cabbage and Medjool Palms) shall be fertilized two (2) times yearly (March and September) using a "Palm Special" fertilizer.
- xxvi. Medjool Palms to be fertilized four (4) times per year in May, July, September, and October with 8/4/12 with minors-improved palm special.
- xxvii. Spike form only (similar to "Lutz" brand Palm Tree Maintenance Spikes).
- xxviii. Fertilizer used shall be complete with Magnesium, Potassium, and micronutrients.
- xxix. Material shall be applied at label rate.
- xxx. Fertilizer analysis shall be submitted to the RBCRA prior to application.
- xxxi. Fertilizer used for palms shall meet or exceed the chemical analysis. quantities appearing on the "Lutz" Palm tree Maintenance Spikes (\*if Lutz is used, one (1) application per year is required, other spike fertilizers will be applied twice yearly, unless label rates specify differently).
- xxxii. Hurricane prep in July by removing all date stalks by cutting them at a point within six (6) inches of emergence and removal of two lowest set of fronds.

**VI. Pest Management**

- a. Inspect landscape and treat chemically for pests and needed.
- b. Inspect Medjool Palms once per month for signs of boring/chewing insects in canopy and on trunks.

**VII. Irrigation Inspection and Repair**

- a. Inspect during each service, inspection shall consist of:
  - xxxiii. Inspecting the systems for proper operation of the pumps, controllers, rain sensor operation status, valves, timers, electric, water supply, and wet check of all spray and rotor heads.
  - xxxiv. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for an leaking pipes.
  - xxxv. The Contractor shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water.
  - xxxvi. The Contractor shall also be responsible for setting the times of the clocks and operation times of the system.
- b. The Contractor shall notify the RBCRA of visible irrigation system problems.
- c. Irrigation System Repairs:

xxxvii. The Contractor shall provide the RBCRA an hourly rate to perform all other irrigation system repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves, and timers.

xxxviii. The Contractor will provide to the RBCRA copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the RBCRA on a monthly basis.

**d. Damaged Irrigation System**

xxxix. The RBCRA shall be notified immediately (by 3:30 of the present working day) of any inoperable system (i.e. pumps failed to come on)

xl. All damaged irrigation system components shall be reported by the Contractor to the RBCRA designee.

xli. Components damaged by the Contractor's equipment or personnel will be replaced by the Contractor at the Contractor's expense.

**VIII. Refresh Mulch**

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

**IX. Litter and Debris Control**

- f. Litter removal from turf areas and plant beds and designated Right-of-Way areas shall be complete prior to each mowing operation in the same day.
- g. Litter to be removed includes paper, glass, trash, undesirable materials, or debris (unauthorized paper signs) deposited or blown onto the sites.
- h. Palm fronds and tree limbs will also be removed.
- i. Litter is to be removed entirely from the sites and disposed of in accordance with the RBCRA and Riviera Beach Ordinances.
- j. All debris, limbs, and fronds will be picked up the same day of pruning.
- k. Failure to pick up debris will result in a \$50.00 per day fees as long as the debris remains which shall be deducted from the Contractor's pay request.
- l. Debris from Marina Operations, vendors, or events shall not be included.

**X. Blowing/Clearing** — Contractor shall use a blower to clear all walkways, parking lots, and curbs along roadways to ensure a neat and clean appearance after mowing operation.

**XI. Landscaping/Materials**

- m. The Contractor shall notify the RBCRA of any damaged plant material that needs to be replaced.
- n. Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractor's expense.
- o. The RBCRA shall approve any proposed new landscaping in advance of any work being completed.




- p. Contractor shall provide hourly rates to perform instillation of replacement plant material.

XII. Supervision

- a. Provide a trained supervisor on site that shall be capable of verbal and written communication and shall be able to adequately communicate with all service personnel.

**Contractor shall inspect the grounds at least once per month to ensure proper service is being provided.**

## ATTACHMENT B

<div style="background-color: #fff9c4; text-align: center; padding: 5px; margin-bottom: 10px;"><b>Owners</b></div> <div style="background-color: #fff9c4; padding: 5px; margin-bottom: 10px;">RIVIERA BEACH CITY OF</div> <div style="background-color: #fff9c4; text-align: center; padding: 5px; margin-bottom: 10px;"><b>Property detail</b></div> <div style="padding: 5px; margin-bottom: 10px;"> <p><b>Location</b> 180 E 13TH ST</p> <p><b>Municipality</b> RIVIERA BEACH</p> <p><b>Parcel No.</b> 56434233040100010</p> <p><b>Subdivision</b> INLET GROVE IN PB 6 P 87 &amp; PB 8 P 14</p> <p><b>Book</b> 02404 <b>Page</b> 0743</p> <p><b>Sale Date</b> JAN-1975</p> <p><b>Mailing Address</b> 2001 BROADWAY STE 300 RIVIERA BEACH FL 33404 5656</p> <p><b>Use Type</b> 9000 - LEASEHOLD INT</p> <p><b>Total Square Feet</b> 4020</p> </div> <div style="background-color: #fff9c4; text-align: center; padding: 5px;"><b>Sales Information</b></div>	
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### Additional Adjacent Properties

1195 AVENUE C	56434233020000171
57 E 12TH ST	56434233020000160
1300 BROADWAY	56434233060020191
	56434233060020250
	56434233060020292
	56434233060020312
	56434233060020332
	56434233060020352
1345 AVENUE C	56434233060020010
59 E 14TH ST	56434233060020030