

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
TIP TOP ENTERPRISES INC.  
FOR  
LANDSCAPING MAINTENANCE**

**THIS AGREEMENT** is made between **TIP TOP ENTERPRISES INC.**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, the City of Doral (the “City”) issued Request for Proposals (“RFP”) #2019-02 on January 14, 2019 for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities; and

**WHEREAS**, as a result of the RFP, fifteen (15) firms attended the mandatory Pre-Bid Meeting held on January 22, 2019; and

**WHEREAS**, five (5) submittals were received and opened on February 11, 2019, with all five (5) submittals bidding on Group 1 facilities which included all common areas and bikeways; and

**WHEREAS**, on February 25, 2019, the evaluation committee scored and ranked submittals received based on a three-hundred point (300) scale and determined that Tip Top Enterprises Inc. was the highest ranked firm for Group 1; and

**WHEREAS**, during the March 13, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-60 approving the award of RFP# 2019-02 and authorizing the City Manager to negotiate and enter into an agreement with Tip Top Enterprises Inc. for the provision of providing grounds maintenance services to Group 1 facilities as outlined in the RFP.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

**1. Scope of Services/Deliverables.**

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to provide Landscaping Services at City Parks, Bike Trails, and Facilities as contemplated herein.

- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective on May 1, 2019 upon execution by both parties and will remain in effect for three (3) years ("Initial Term"), unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one-year periods for a total maximum contract term of five (5) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider on a service by service basis not to exceed the unit pricing per service submitted by the Provider in their bid and herein attached to this agreement as **Exhibit "B"** regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.
- 3.2 Provider understands that services requested through this Agreement are on an as needed basis and will be billed to the City accordingly.
- 3.3 Provider is to provide the City with invoice(s) within forty-eight (48) hours of service(s) being performed. Invoice(s) must detail the date, facility, and service actually performed.
- 3.4 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**



- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress  
Acting City Manager

- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter 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; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

- 17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to

solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial

construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

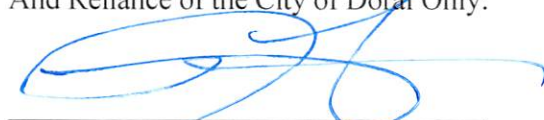
CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

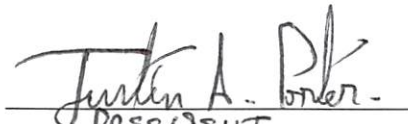
By:   
\_\_\_\_\_  
Albert P. Childress, Acting City Manager

Date: April 1, 2019

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Tip Top Enterprises Inc.

By:   
\_\_\_\_\_  
Its: PRESIDENT  
Date: 03252019

**Exhibit "A"**

**Scope of Services**



## SCOPE OF SERVICES

This is a comprehensive landscaping and maintenance agreement for City of Doral park facilities and bikeway network. The Provider must perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein that are consistent with “Florida-Friendly” Landscaping Program principles. Many tasks are required and include, but are not limited to the following:

1. Mowing, weed eating, and edging of turf and grass areas.
2. Application of fertilizers.
3. Application of pesticides.
4. Application of herbicides.
5. Weed control in all plant beds (plant beds include tree rings, shrub beds, color beds, mulched beds with no plants, groundcover beds, perennial beds, etc.).
6. Weed control in all expansion joints and cracks of walkways, parking lots, decomposed granite surfaces, concrete common areas, curbs, fence lines, and all paved areas.
7. Weed control in all exercise areas (volleyball areas, playground, exercise stations, etc.).
8. Mulching and cleaning of plant beds.
9. All pruning, trimming, and/or shearing of shrubs and ground covers.
10. All pruning, trimming, and/or shearing of trees.
11. Semi-annual pruning, trimming, and shaping of trees as required.
12. Aerating and slicing turf areas.
13. Pest control dog areas, trees and palms.
14. Optional services: Irrigation maintenance.
15. Optional services: Tree removal, relocation, and stump removal.
16. Optional services: Sod removal and installation.
17. Optional services: Miscellaneous enhancements to landscaping.

The City reserves the right to modify the frequency and scope of services throughout the term of the agreement.

**This agreement includes:**

- Group 1: All park common areas and bikeway facilities as outlined herein. This includes all landscaped areas consisting of St. Augustine, Bahia, and Zoysia grass, hedges, shrubs, and groundcover.

**This agreement does NOT include:**

- Group 2: Baseball/softball fields located at Doral Meadow Park and Doral Legacy Park as outlined herein.

## **1. FUTURE SERVICES**

During the term of the agreement the City of Doral Parks and Recreation Department may add additional parkland and bikeways. The Provider is expected to provide a cost for the new services using the same per service cost used in the present agreement.

## **2. MANAGEMENT**

1. The Provider shall designate a Representative who shall be responsible for all the work to be performed by the Provider under this agreement.
2. The Representative shall serve as the point of contact between the Provider and the City.
3. The Representative shall be reachable seven days (7) per week during the hours of operation of the park.

## **3. STAFFING**

1. Staff must be properly trained and supervised to ensure compliance with the guidelines established herein.
2. The on-site supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.
3. Staff must be clean, groomed, and in uniform while on Park property. Staff must not smoke or consume alcohol in the Parks.
4. Employees for the Provider must wear a uniform at all times during the execution of services for the City. The uniform must be clearly visible, in good condition, and show the company name and / or logo on the front.
5. Staff shall not wear a City unapproved uniform or display City decals on Provider's vehicles to conduct non-City related business or personal matters while inside or outside the city limits.
6. Provider shall conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Provider shall submit the results of criminal background check prior any new employees commencing work at City facilities.
7. The Provider's employees shall be courteous with City staff and park patrons.
8. The Provider's employees shall refrain from using profane, indecent, or obscene language and gestures at City facilities.
9. The Provider's employees shall be neat and sanitary and not pose a health threat or risk to the public.
10. The City reserves the right to bar any of the Provider's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the on-site supervisor.

#### **4. EQUIPMENT AND SUPPLIES REQUIRED**

1. The Provider must supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his agreement according to an approved program.
2. The Provider will not be permitted to store equipment and materials at any location without the expressed written consent of the City.

#### **5. WORK SCHEDULE**

1. The Provider will schedule all work so as not to interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services.
2. Work must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m. in facilities located within residential areas.
3. Work must be conducted at City facilities between the hours of 7:00 a.m. and 3:00 p.m. in facilities located within commercial areas.
4. All schedules must be sent to the City a month in advance. The Provider understands that provided schedules may have to change due to City events.

#### **6. INCLEMENT WEATHER**

No work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Provider upon the direction of the City, shall suspend all work until instructed to resume operations by the City.

#### **7. ACCEPTANCE OF COMPLETED WORK**

1. A representative from the City of Doral must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable.
2. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work.
3. If the work does not meet the City's requirements, the Provider must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the Provider at no additional cost to the City within a period of 24 hours.

#### **8. FAILURE TO PROVIDE SERVICES**

1. The City's agreement representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to provide services may be cause

for termination of the agreement. Billing for services not provided for three consecutive months will result in immediate termination of agreement.

## **9. SAFETY AND PROTECTION**

The Provider will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees and other persons, whom may be affected thereby,
- b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
- c. Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

## **10. COMMENCEMENT CONFERENCE**

Within five (5) days after delivery of the executed Agreement by City to the Provider, but before starting the work, a commencement conference will be held to review the above schedules, and provide procedures for processing invoices, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City representative, and the Provider.

## **11. SERVICES TO BE PROVIDED**

1. A detailed description of these services will be provided in the proceeding sections.
2. Provider shall maintain the work area on the City's bikeways as provided in the RFP and as part of the scope of services (see images at end of scope of services). The City may from time-to-time add newly constructed bikeways to the scope of work. The Provider shall honor the per square foot pricing submitted on bid sheet "Bikeways" under "Future Bikeways."

## **12. MOWING, EDGING, AND TRIMMING**

### **12.1 Mowing**

1. St. Augustine and Bahia grass shall be mowed using rotary mowers to the following heights:
  - i. May 1 – August 31: 3 inches to 4.5 inches
  - ii. September 1 – April 30: 4 inches to 5 inches
2. Zoysia shall be cut using rotary mowers to a height of 2.5" – 3".
3. Mowing wet grass shall be avoided whenever possible.

4. Mowing will not be done when weather or conditions will result in damaged turf.
5. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.
6. Mowing patterns shall be changed frequently to avoid wear and promote directional growth.
7. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.
8. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
9. Should any of the above listed damages occur, the Provider shall be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Provider.

## **12.2 Edging and Trimming**

1. Provider shall trim and properly edge all shrubs and flower bed as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape.
2. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging.
3. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging.
4. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Provider's expense.

## **12.3 Clean-up and Waste Disposal**

1. All walks and other paved areas shall be vacuumed, swept, squeegeed or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time.
2. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects.
3. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.
4. Grass clippings or debris caused by mowing will be removed from the adjacent walkways, driveways, roadways, gutters and curbs or surfaces on the same day as turf is mowed.
5. Clippings, mulch or other plant debris must be prevented from entering water features, or drains. In the event that this occurs, the materials shall be removed immediately.

6. The Provider shall be responsible for proper waste disposal. The City will not provide a means to dispose of waste produced by any of the services described herein.
7. **All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds within parks and grass species.** All field maintenance schedules must be reviewed and approved by the City Manager or his/her designee. Accommodations shall be made to allow for special events.

### **13. PRUNING AND TRIMMING**

#### **13.1 Trees and Palms**

1. Annual pruning and maintenance service is required of all trees and palms. Facilities requiring semi-annual pruning services will be outlined in the bid sheets.
2. Extra tree maintenance service may include the pruning of damaged limbs from storms following the annual pruning.
3. All pricing for tree trimmings must include removing and dumping debris in a manner consistent with applicable laws.
4. Trees must be pruned with the proper tools and according to industry standards established by the International Society of Arboriculture (ISA) Best Management Practices.
5. The Provider shall have an arborist certified by the International Society of Arboriculture on site during trimming and pruning of trees and palms.
6. **Safety Hazards:** Any limbs of trees that pose a safety hazard must be removed immediately and properly disposed despite the month of year. No tree will be removed without the authorization of the City's agreement representative.
7. **Pruning of Low Branches:** Low branches are branches lower than 8' over sidewalks, pathways, around picnic tables and units, and other areas where people may pass under on foot and branches lower than 12' over roadways and parking lots.
8. Extra services not described above will be included and treated as "Extra Services Not Included." This includes catastrophic tree damage due to significant weather events such as tornados, hurricanes, etc.
9. Trees and palms throughout park system vary in height from 7 to 30 feet. Provider shall have the ability to prune and trim the species of trees and palms.
10. The Provider shall mobilize within 24 hours after a tropical storm/hurricane to begin clean-up at City Parks as directed by the City Manager, or designee. The Provider shall supply sufficient numbers to form one (1) or multiple crews to begin clean-up in coordination with City and other companies agreed upon by the City.

#### **13.2 Shrubs, Bushes and Groundcover**

1. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.
2. Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant.

3. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.  
Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other obstructions.
4. Damaged and dead shrub branches, ground cover, and perennials must be removed as needed. Special care must be taken to ensure that shrubs are pruned such that they do not pose a hindrance to pedestrian or vehicular traffic.
5. All plant beds shall be maintained 100% free of litter and large items of debris (items larger than grass clippings and mulch).

#### **14. PLANTER BED MAINTENANCE**

1. Weeds will be thoroughly removed by mechanical means (e.g. hands or tools).
2. A pre-approved post-emergent may be used judiciously and sparingly during the warm dry seasons.
3. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period.

#### **15. MULCHING**

All established plant beds (tree rings, shrub beds, perennial beds, and ground cover beds) shall be mulched at a minimum of once a year, or as directed, to maintain a depth of 2" using sterile Eucalyptus mulch.

#### **16. FERTILIZING**

1. A schedule of fertilization dates and fertilizer analysis shall be subject to approval by City's representative prior to application. The Provider shall perform an effective commercial fertilizer program that shall include fertilizing four times (4x) per year for St. Augustine/Bahia grass and two (2) times per year for Zoysia.
2. The Provider shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of tree and the time of year this work will be undertaken.
3. Provider shall notify the Project Manager three (3) weeks in advance of fertilizing in order for the City to make any changes to operations or programming.
4. Fertilizers must be approved in advance by the City and shall be applied in accordance with the manufacturer's instructions and in accordance to "Florida-Friendly" Landscaping Program principles.
5. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Provider. Soil test(s) must be scheduled with the City.
6. Provider shall maintain records of all fertilizer usage on a Provider provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be

- available for inspection upon request.
7. Provider shall apply the scheduled fertilizing in accordance with the M&S Plan. The Provider shall be compensated in accordance with the prices established in the Agreement, after the City accepts the fertilizing Work.
  8. The City, in consultation with the Provider, may postpone or cancel a scheduled application of fertilizer.
  9. Provider may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf.

## **17. WEED CONTROL**

1. The Provider shall perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc.
2. The Provider shall meet the following metrics from the time of the first service:
  - a. After first 3 months: 50% weed-free
  - b. After 3 – 6 months: 75% weed-free
  - c. After 6 months: 95% weed-free
    - i. The following facilities shall be excluded:
      1. Doral Central Park until improvements are made.
      2. Bike paths
3. Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book “Weeds of Southern Turfgrasses” from the University of Florida:
  - a. Annual, Purple, and Yellow Sedge
  - b. Broomsedge
  - c. Castor Bean
  - d. Cogon grass
  - e. Crowsfoot
  - f. Dogfennel
  - g. Goosegrass
  - h. Johnsongrass
  - i. Maiden Cane
  - j. Ragweed
  - k. Rhodesgrass
  - l. Sandspur
  - m. Spanish Needle
  - n. Tropical Soda Apple
  - o. Vaseygrass
  - p. White Clover
  - q. Dollarweed



## **18. HERBICIDES**

1. Provider may use herbicides to kill all weeds and foreign grasses. Use and application shall be in strict compliance with the manufacturer's label directions and in accordance to "Florida-Friendly" Landscaping Program principles.
2. Herbicides may be used only with prior approval by the City's representative as to type, location and method of application. Any proposed changes in herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.
3. Provider shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.
4. The Provider shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Provider's expense. The Provider shall be responsible for submitting a copy of herbicide application license with this RFP.
4. Provider shall maintain records of all herbicide usage on a Provider provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request.
5. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period.

## **19. PEST IDENTIFICATION & CONTROL**

1. Provider shall identify disease(s) and pest infestation(s) and report such finding to the City in writing. The Project Manger may request that the Provider develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the City. The Provider's DPMP shall establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. The Provider shall respond within 72 hours after the City has approved a DPMP.
2. If the Project Manager authorizes the Provider to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service. Provider shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder.
3. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel. Should the Provider fail to report any disease(s) of pest infestation(s) that result in damage to the Park areas under the responsibility of the Provider, the Provider shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.
4. Spraying for fleas and ticks at Trails & Tails Park must be conducted between 7 a.m. and

9 a.m. every two (2) weeks. Alternate every month the following chemicals, Talstar Professional Insecticide at high rate (Flea and Tick Rate), Admire Pro at high rate, and Cyonara.

**20. IRRIGATION REPAIRS**

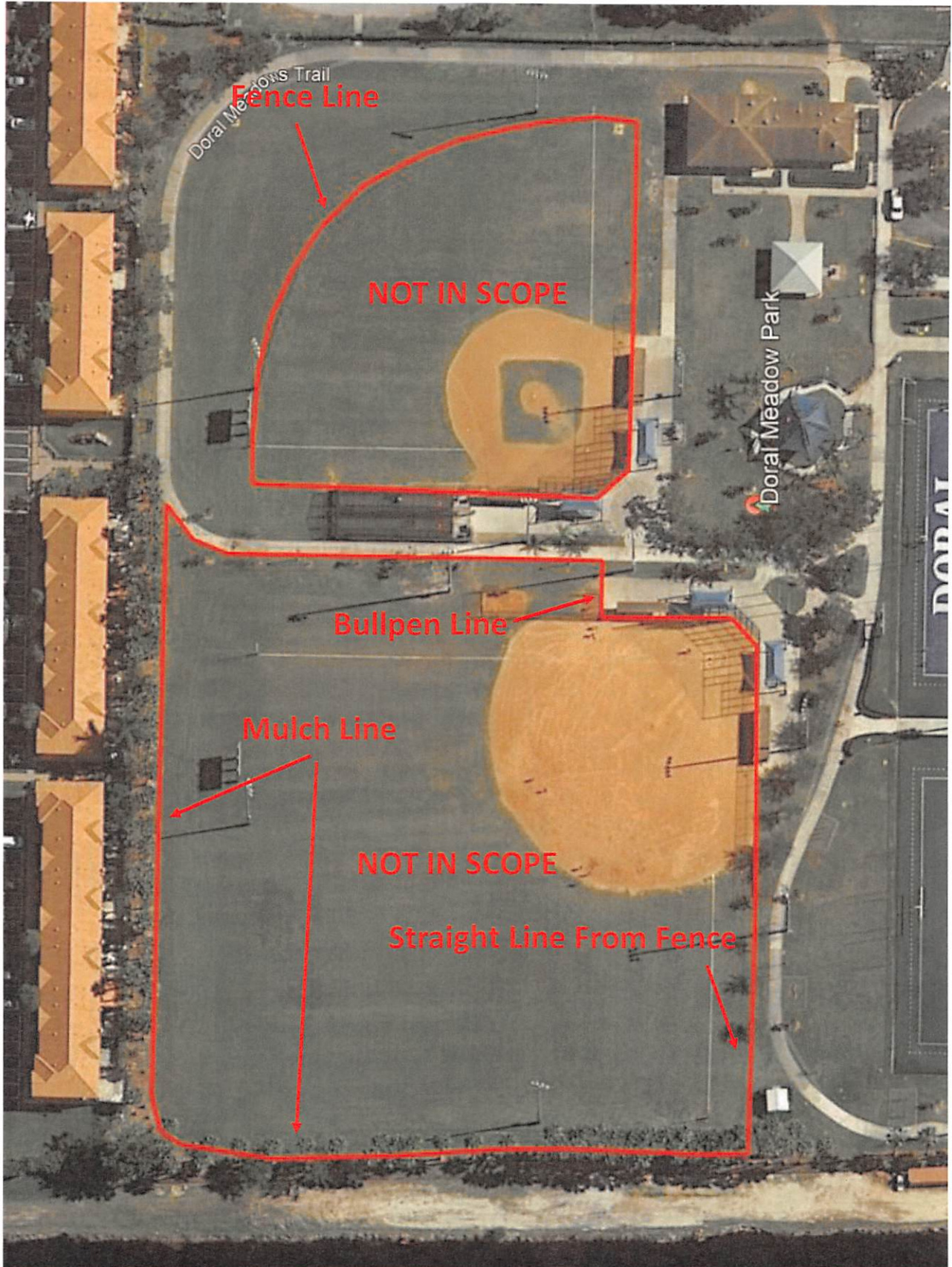
The City shall be responsible for the maintenance and repair of all irrigation systems. However, the City may from time-to-time request services. The Provider shall submit an hourly rate and markup for materials as part of this bid. The Provider shall submit invoices for materials for reimbursement.

**21. DAMAGE CAUSED BY PROVIDER**

Any damage caused by the Provider must be repaired at no cost to the City. Replacement equipment shall be of the same type, model, and manufacturer to keep the coverage the same. No substitutions will be accepted unless the replacement part is out of production. If so, then the out of production replacement parts must be approved before installation.

# Exhibit "A"

## Doral Meadow Park





# Group 2 Scope of Work

## Doral Legacy Park



# Bikeway Service Areas and Clarifications

## Bikeway Clarifications

### On NW 117<sup>th</sup> Avenue

1. The work area **shall** be defined as the canal easement on the east side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line.
2. The Contractor **will not** be responsible for servicing the area on the west side of the canal bank between the water's edge and NW 117<sup>th</sup> Avenue.

### On NW 58<sup>th</sup> Street

1. The work area **shall** be defined as the side of the canal easement on which the bikeway runs. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line or right of way.
2. The Contractor **will not** be responsible for providing services as described in this RFP on any canal easement that does have a bikeway.
3. The Contractor **will not** be responsible for servicing the bikeway running between 109<sup>th</sup> and 114<sup>th</sup> Avenue.

### On NW 50<sup>th</sup> Street

1. The work area **shall** be defined as everything on the north side of the bikeway to the right-of-way.
2. The Contractor **shall** maintain a three (3) feet strip on the south side along the bikeway.

### On 25<sup>th</sup> Street (Between NW 107 Avenue and NW 99 Avenue)

1. The work area shall be defined as the canal easement on the south side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

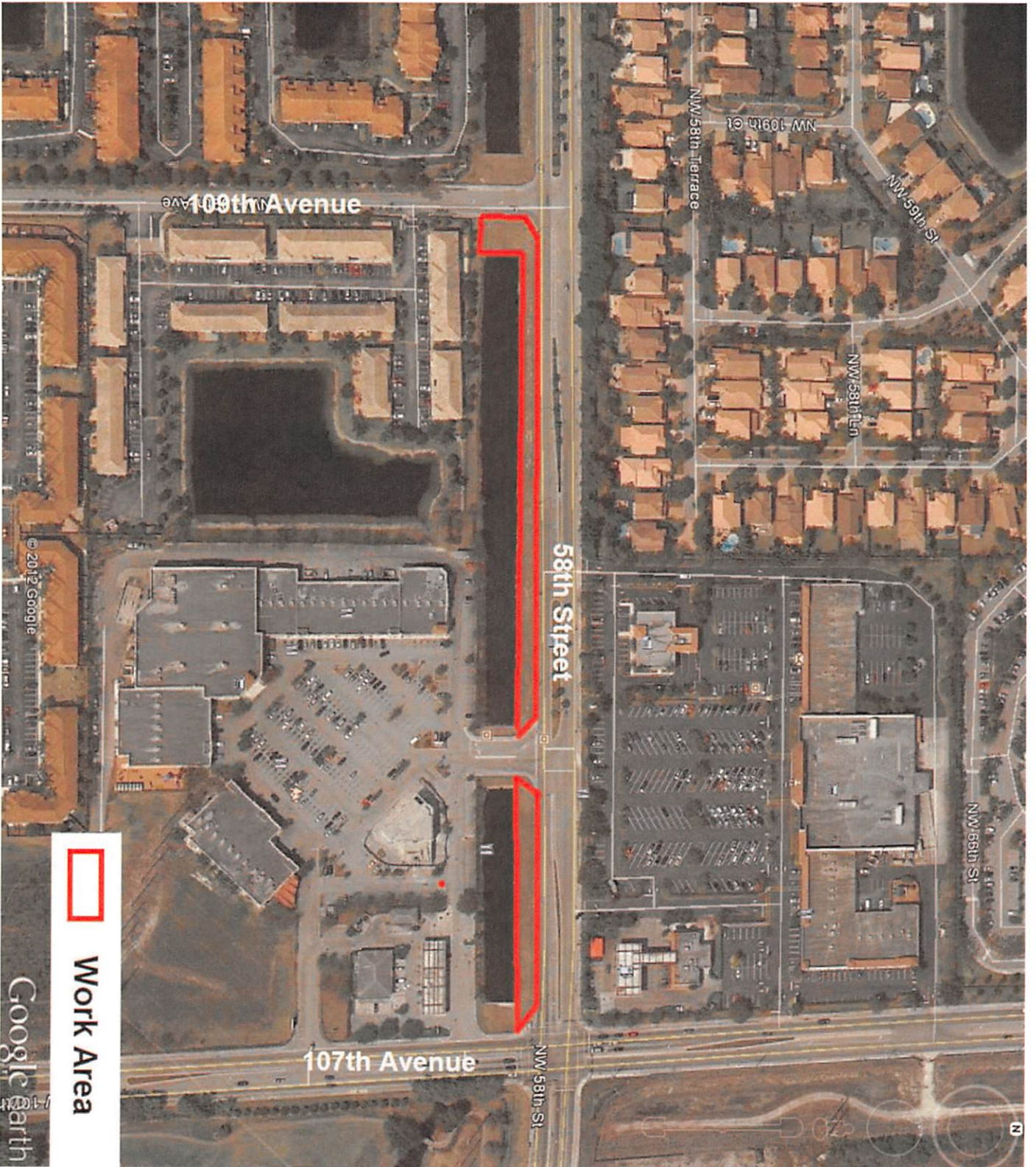
### On 25<sup>th</sup> Street (Between NW 117 Avenue and NW 107 Avenue)

1. The work area shall be defined as the canal easement on the north side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

### For all Bikeways

1. The Contractor **shall not** service any portions of the bikeway as described herein that are currently under construction. The City will provide written confirmation when the Contract can begin providing service to these areas.
2. The Contractor **shall** be responsible for providing service to any "end caps" where the bikeway is interrupted by City streets as illustrated in previous exhibits.
3. The Contractor **will not** be responsible for trimming any trees, shrubs or groundcover installed by adjacent property owners unless it interferes with traffic on the bikeway.





Work Area

Google Earth





58th Street

117th Avenue

Service area terminates at "End Path" sign

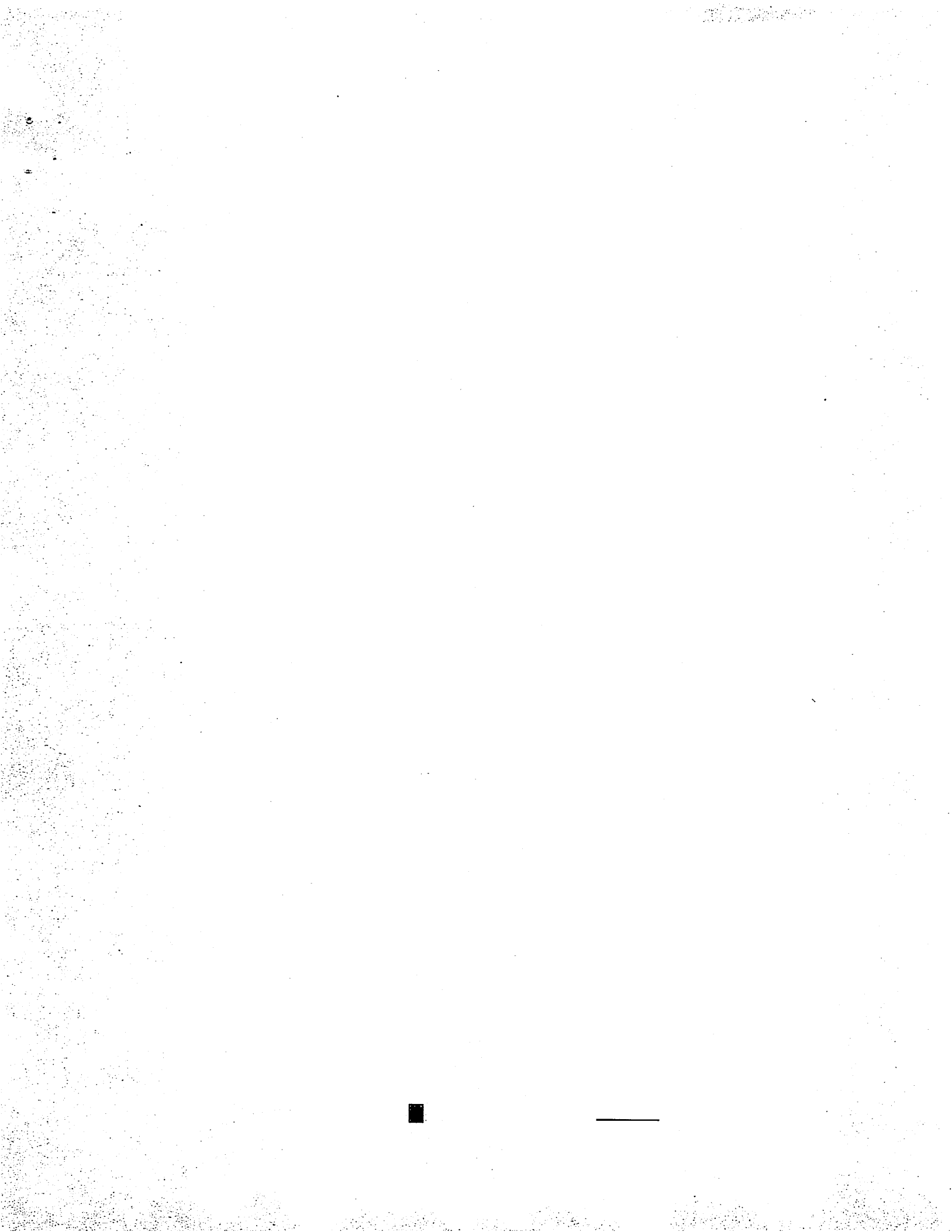
Work Area

Google earth

Imagery Date: 3/26/2011 1994

© 2012 Google 25°49'30.48" N 80°23'02.82" W elev 3 ft

Eye alt 1270 ft







Work Area



Service area ends at  
"Path Ends" sign



117th Avenue

50th Street









Continues to Trails & Tails Park

NW 7th Ave

Florida 821 Toll (Toll road)

Homestead Extension of Florida's Turnpike (Toll road)

NW 41st St

NW 43rd Terrace

NW 115th Ct

NW 114th Path

NW 113th Pl

NW 44th St

Doral Blvd

Google earth



Work Area









Google earth

© 2012 Google

34th Street

NW 115th Ave

Continues north  
to 41st Street

Continues south  
to 25th Street

117th Avenue

NW 117th Ave

Florida 821 Toll (Toll road)

Homestead Extension of Florida's Turnpike (Toll road)





NW 25 Street

NW 25th St

Trinpike Trail

Continues



NW 117 Avenue

Google earth

© 2017 Google

425 ft

Continues







NW 107 Avenue



Continues

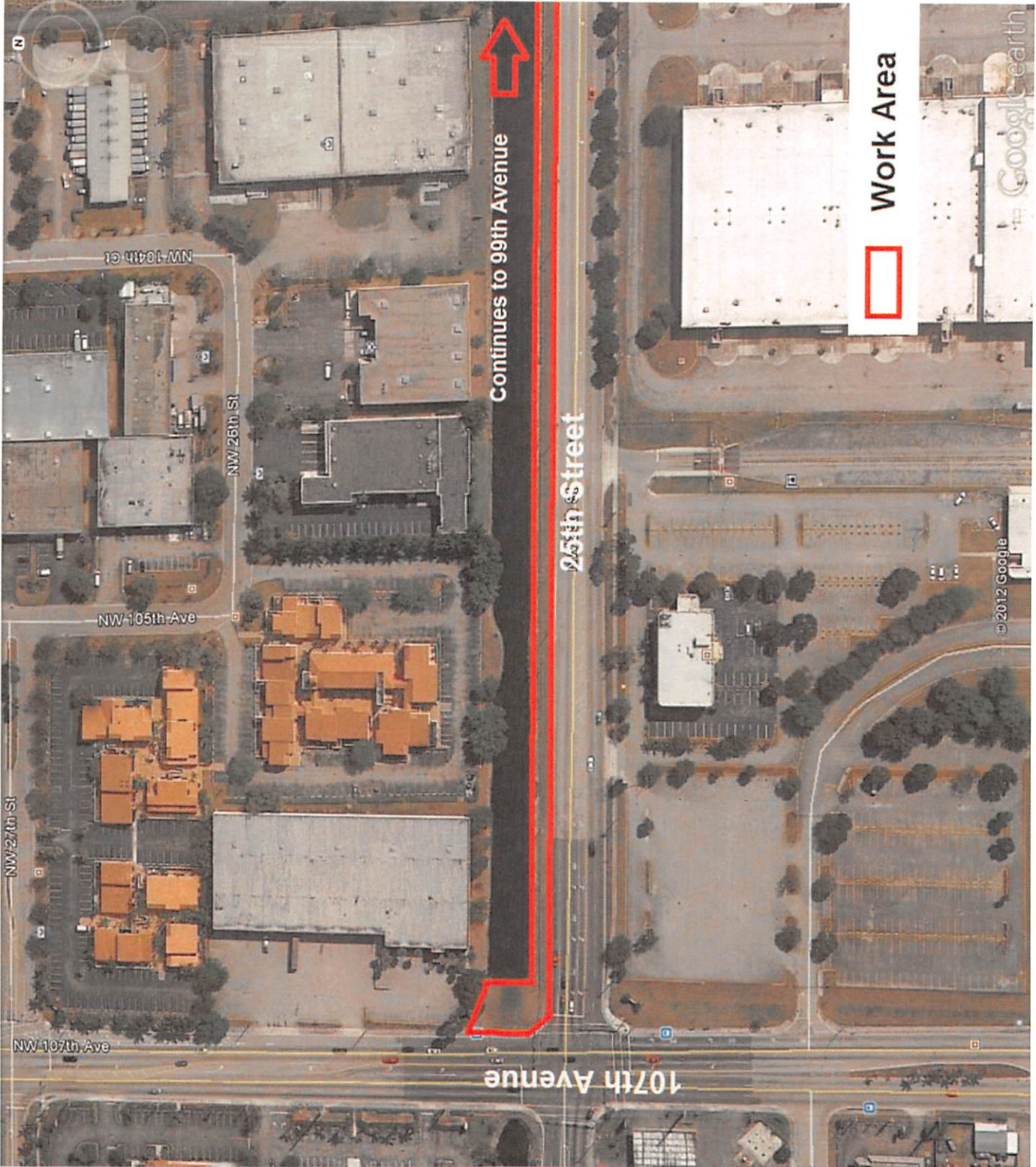
NW 25th St

NW 25 Street

Turquoise Trail

© 2017 Google





Continues to 99th Avenue

25th Street

107th Avenue

Work Area

© 2012 Google

Google Earth









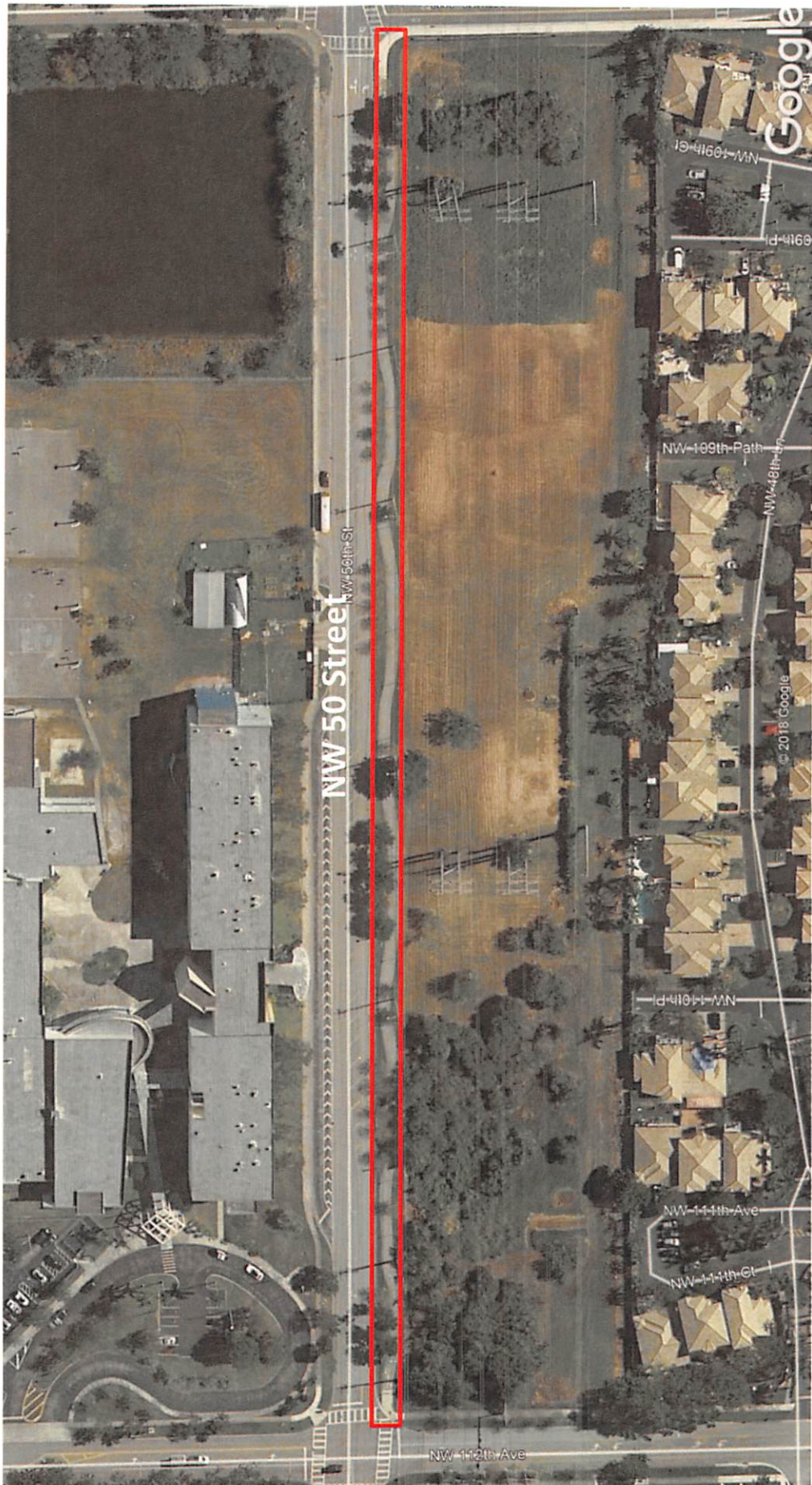




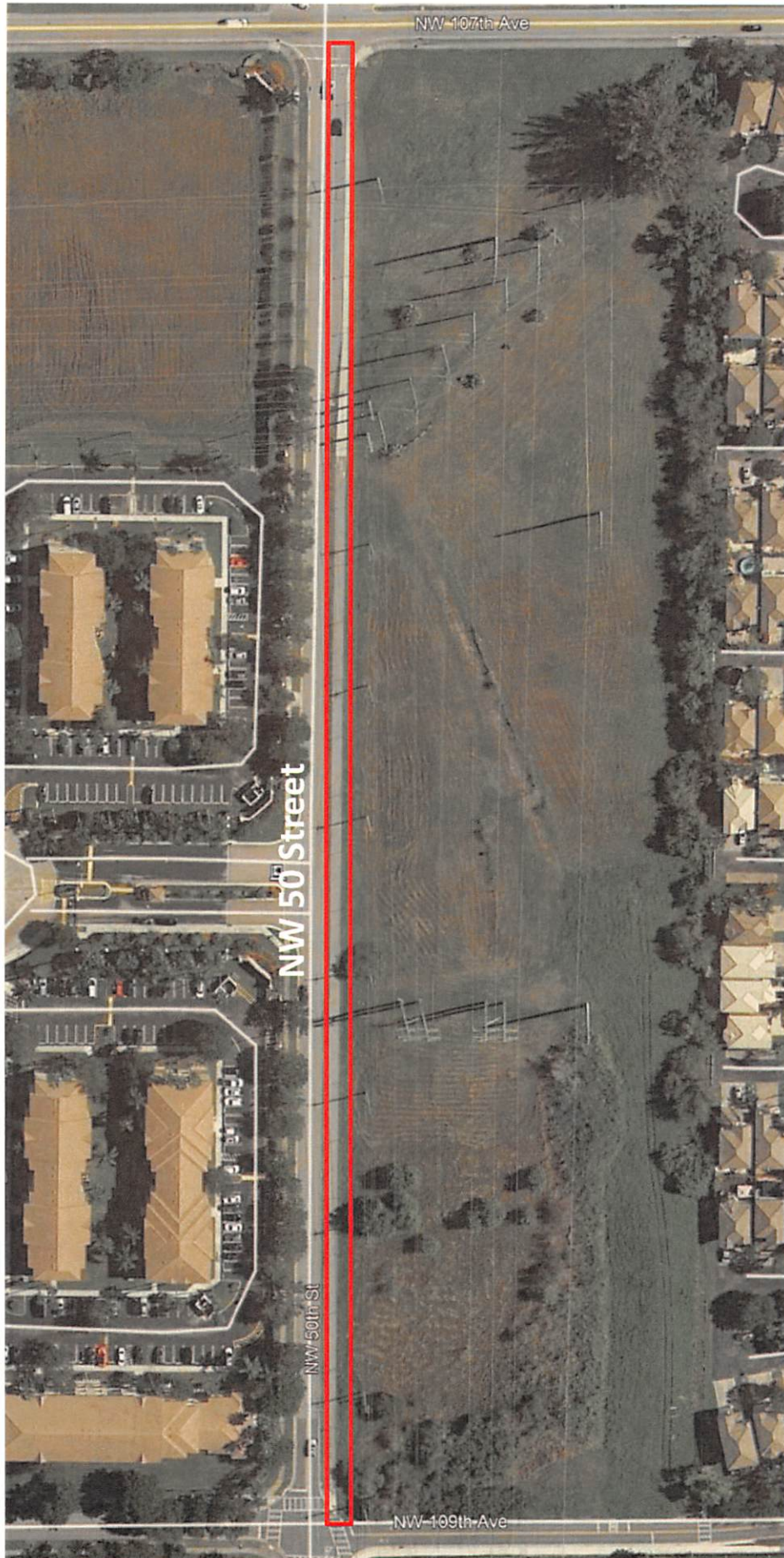
















NW 41st Street

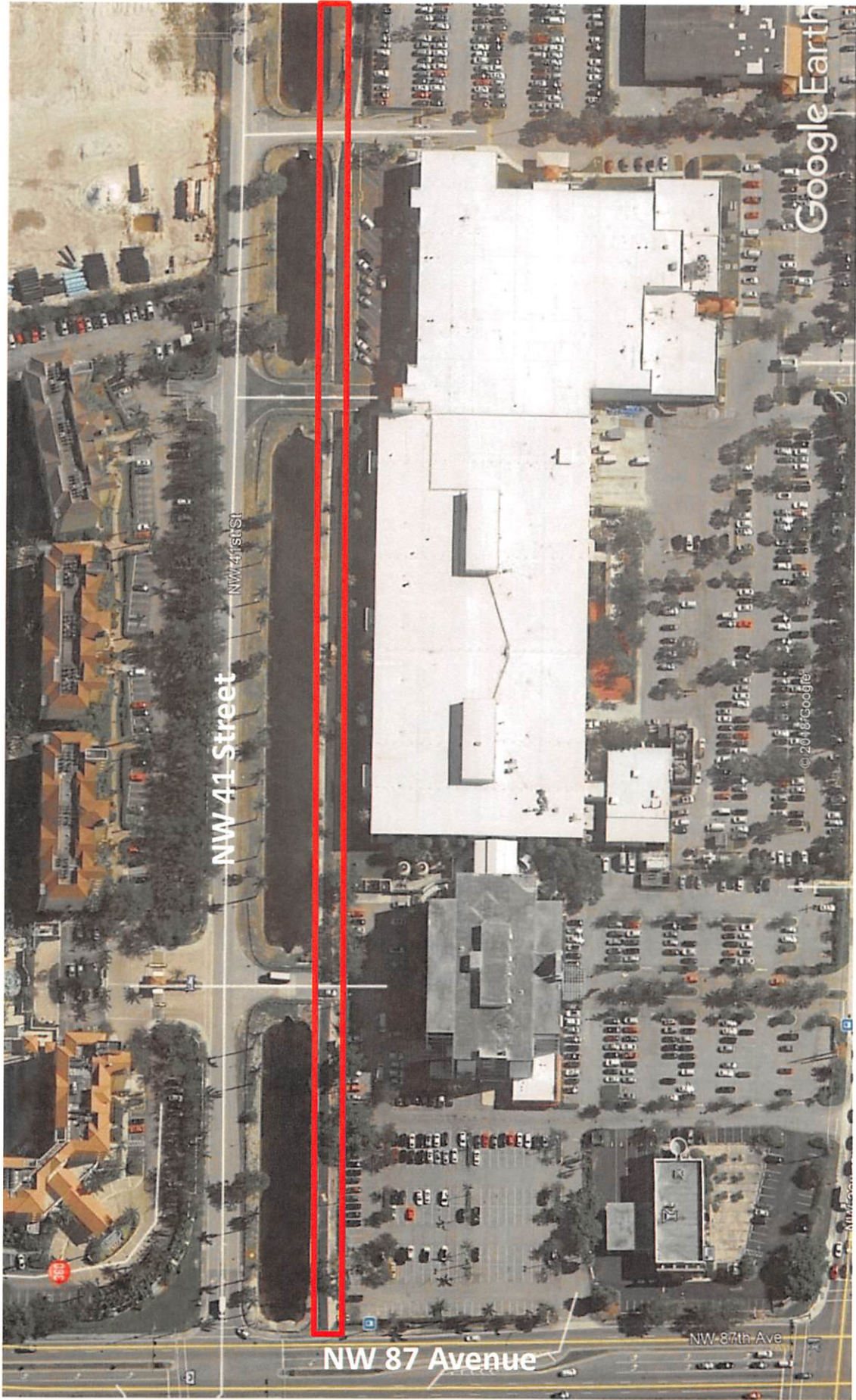
NW 82 Avenue

NW 82nd Ave

Google Earth

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**Exhibit “B”**

**Tip Top Enterprises Inc. Pricing Submittal**

**GROUP 1 FACILITY**  
**DORAL CENTRAL PARK**

3000 NW 87th Avenue

81 Acres (61 land, 20 water)

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$680.00</u>	x 32 per year	<u>\$21,760.00</u>

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
 Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	<u>\$2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$6,900.00</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$5,500.00</u>	x 1 services per year	<u>\$5,500.00</u>
Coconut Removal	Facility	<u>\$2,500.00</u>	x 1 services per year	<u>\$2,500.00</u>

**FACILITY TOTAL PER YEAR:** \$36,600.00  
 Line A

**ADD/DEDUCT**

Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$3.43</u>	X <u>1500</u> bags X 2 services per year	<u>\$10,290.00</u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$3.19</u>	X <u>1500</u> bags X 2 services per year	<u>\$9,570.00</u>



## GROUP 1 FACILITY BIKEWAYS

Throughout City.

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
NW 58 St., 107 Ave. - 109 Ave. Mowing, Weed Eating, Edging	<u>\$ 88.00</u>	x 32 per year	<u>\$ 2,816.00</u>
NW 58 St., 114 Ave. - 117 Ave. Mowing, Weed Eating, Edging	<u>\$ 142.00</u>	x 32 per year	<u>\$ 4,544.00</u>
NW 117 Ave., 58 St. - 50 St. Mowing, Weed Eating, Edging	<u>\$ 99.00</u>	x 32 per year	<u>\$ 3,168.00</u>
NW 117 Ave., 50 St. - 41 St. Mowing, Weed Eating, Edging	<u>\$ 143.00</u>	x 32 per year	<u>\$ 4,576.00</u>
NW 117 Ave., 41 St. - 34 St. Mowing, Weed Eating, Edging	<u>\$ 140.00</u>	x 32 per year	<u>\$ 4,480.00</u>
NW 117 Ave., 34 St. - 25 St. Mowing, Weed Eating, Edging	<u>\$ 119.00</u>	x 32 per year	<u>\$ 3,776.00</u>
NW 25 St., 107 Ave. - 99 Ave. Mowing, Weed Eating, Edging	<u>\$ 87.00</u>	x 32 per year	<u>\$ 2,784.00</u>
NW 25 St., 107 Ave. - 117 Ave. Mowing, Weed Eating, Edging	<u>\$ 102.00</u>	x 32 per year	<u>\$ 3,264.00</u>
NW 50 St., 114 Ave. - 112 Ave. Mowing, Weed Eating, Edging	<u>\$ 200.00</u>	x 32 per year	<u>\$ 6,400.00</u>
NW 50 St., 112 Ave. - 107 Ave. Mowing, Weed Eating, Edging	<u>\$ 150.00</u>	x 32 per year	<u>\$ 4,800.00</u>
NW 41 St., 82 Ave. - 87 Ave. Mowing, Weed Eating, Edging	<u>\$ 200.00</u>	x 32 per year	<u>\$ 6,400.00</u>
<b>FACILITY TOTAL PER YEAR:</b>			<b>\$ 47,008.00</b>
			Line B

### Future Bikeways

30,000 sq. feet of bikeway	<u>\$ 220.00</u>	x 32 per year	<u>\$ 7,040.00</u>
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*Note: The unit price per square foot submitted here will be used to calculate future pricing for bikeways not listed. 30,000 square feet does not include asphalt surface.*

## GROUP 1 FACILITY MORGAN LEVY PARK

5300 NW 102nd Avenue

14 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$ 696.<sup>00</sup></u>	x 32 per year	<u>\$ 22,272.<sup>00</sup></u>

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6,900.<sup>00</sup></u>
Tree/Palm Trimming and Pruning (incl. Gre. Buttonwood Hedge)	Facility	<u>\$ 4,400.<sup>00</sup></u>	x 1 per year	<u>\$ 4,400.<sup>00</sup></u>
Gre. Buttonwood Hedge Trimming	Facility	<u>\$ 1,500.<sup>00</sup></u>	x 1 per year	<u>\$ 1,500.<sup>00</sup></u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	<u>\$ 440.<sup>00</sup></u>	x 1 per year	<u>\$ 440.<sup>00</sup></u>
Application of Fertilizer (Grass)	Facility	<u>\$ 348.<sup>00</sup></u>	x 4 per year	<u>\$ 1,392.<sup>00</sup></u>
Aerating	Facility	<u>\$ 744.<sup>00</sup></u>	x 2 per year	<u>\$ 1,488.<sup>00</sup></u>

**FACILITY TOTAL PER YEAR:** \$ 38,392.<sup>00</sup>  
Line C

<b>ADD/DEDUCT</b>				
Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$ 3.49</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 10,290.<sup>00</sup></u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$ 3.19</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 9,570.<sup>00</sup></u>
Mulching - Melaleuca	20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6,900.<sup>00</sup></u>

**GROUP 1 FACILITY**  
**VETERANS PARK**

10190 NW 33rd Street

1.2 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$ 150.00</u>	x 32 per year	<u>\$ 4,800.00</u>

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	<u>\$ 2.30</u>	X <u>750</u> bags X 2 services per year	<u>\$ 3,450.00</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$ 2,780.00</u>	x 1 per year	<u>\$ 2,780.00</u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	<u>\$ 130.00</u>	x 1 per year	<u>\$ 130.00</u>
Application of Fertilizer (Grass)	Facility	<u>\$ 70.00</u>	x 4 per year	<u>\$ 280.00</u>

**FACILITY TOTAL PER YEAR: \$ 11,440.00**  
Line D

<b>ADD/DEDUCT</b>				
Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$ 3.43</u>	X <u>750</u> bags X 2 services per year	<u>\$ 5,145.00</u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$ 3.19</u>	X <u>750</u> bags X 2 services per year	<u>\$ 4,785.00</u>
Mulching - Melaleuca	20 lbs. Bag	<u>\$ 2.30</u>	X <u>750</u> bags X 2 services per year	<u>\$ 3,450.00</u>

# GROUP 1 FACILITY

## GOVERNMENT CENTER & DOWNTOWN DORAL PARK

8401 NW 53rd Terrace

4.5 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$ 280<sup>.00</sup></u>	x 32 per year	<u>\$ 8,960<sup>.00</sup></u>

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
Clean-up and Litter Control.*

<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown) 20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6,900<sup>.00</sup></u>
Tree/Palm Trimming and Pruning Facility	<u>\$ 3,850<sup>.00</sup></u>	x 1 per year	<u>\$ 3,850<sup>.00</sup></u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover) Facility	<u>\$ 160<sup>.00</sup></u>	x 1 per year	<u>\$ 160<sup>.00</sup></u>
Application of Fertilizer (Grass) Facility	<u>\$ 140<sup>.00</sup></u>	x 4 per year	<u>\$ 560<sup>.00</sup></u>

**FACILITY TOTAL PER YEAR:** \$ 20,430<sup>.00</sup>  
Line E

### ADD/DEDUCT

Mulching - Sterile Eucalyptus 20 lbs. Bag	<u>\$ 3.43</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 10,290<sup>.00</sup></u>
Mulching - Pine Bark 20 lbs. Bag	<u>\$ 3.19</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 9,570<sup>.00</sup></u>
Mulching - Melaleuca 20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6,900<sup>.00</sup></u>



**GROUP 1 FACILITY**  
**DORAL MEADOW PARK - COMMON AREAS**

11555 NW 58th Street

14 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
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General Services	<u>\$370.00</u>	x 32 per year	<u>\$10,240.00</u>
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*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
 Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	<u>\$2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$6,900.00</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$5,800.00</u>	x 1 per year	<u>\$5,800.00</u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	<u>\$163.00</u>	x 1 per year	<u>\$163.00</u>
Application of Fertilizer (St. Aug.)	Facility	<u>\$45.00</u>	x 4 per year	<u>\$180.00</u>

**FACILITY TOTAL PER YEAR:** \$ 23,283.00  
 Line F

**ADD/DEDUCT**

Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$3.43</u>	X <u>1500</u> bags X 2 services per year	<u>\$10,290.00</u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$3.19</u>	X <u>1500</u> bags X 2 services per year	<u>\$9,570.00</u>
Mulching - Melaleuca	20 lbs. Bag	<u>\$2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$6,900.00</u>

**GROUP 1 FACILITY**  
**TRAILS & TAILS PARK**

11645 NW 50th Street

8 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$ 480.00</u>	x 32 per year	<u>\$ 15,360.00</u>

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6,900.00</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$ 1500.00</u>	x 1 per year	<u>\$ 1500.00</u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	<u>\$ 60.00</u>	x 1 per year	<u>\$ 60.00</u>
Application of Fertilizer (Grass)	Facility	<u>\$ 45.00</u>	x 2 per year	<u>\$ 90.00</u>
Pest Control (Fleas and Ticks)*	Facility	<u>\$ 80.00</u>	x 26 per year	<u>\$ 2080.00</u>
Aeration (Dog Areas Only.)	Facility	<u>\$ 420.00</u>	x 4 per year	<u>\$ 1680.00</u>

**FACILITY TOTAL PER YEAR: \$ 27,670.00**  
Line G

**ADD/DEDUCT**

Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$ 3.43</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 10290.00</u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$ 3.19</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 9570.00</u>
Mulching - Melaleuca	20 lbs. Bag	<u>\$ 2.30</u>	X <u>1500</u> bags X 2 services per year	<u>\$ 6900.00</u>

**GROUP 1 FACILITY**  
**DORAL LEGACY PARK - COMMON AREAS**

11400 NW 82 Street

18 Acres

**Description:**

General Services

Unit Price

\$825.00

Services

x 32 per year

Yearly Total

\$26,400.00

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
 Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$3.43</u>	X <u>2500</u> bags X 2 services per year	<u>\$17,150.00</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$3,200.00</u>	x 1 per year	<u>\$3,200.00</u>
Aerating (Zoysia)	Civic Lawn	<u>\$182.00</u>	x 2 per year	<u>\$364.00</u>
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	<u>\$288.00</u>	x 1 per year	<u>\$288.00</u>
Application of Fertilizer (Grasses)	Facility	<u>\$470.00</u>	x 4 per year	<u>\$1,880.00</u>

**FACILITY TOTAL PER YEAR:** \$49,282.00  
 Line H



# GROUP 1 FACILITY

## MAU PARK

3719 NW 97 Avenue

.67 Acres

**Description:**

**Unit Price**

**Services**

**Yearly Total**

General Services

\$ 280.00

x 32 per year

\$ 8,960.00

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.  
Clean-up and Litter Control.*

**Unit**

**Unit Rate**

**Quantity**

**Yearly Total**

Mulching - Cypress (Dark Brown)

20 lbs. Bag

\$ 2.30

X 390 bags  
X 2 services per year

\$ 1794.00

Tree/Palm Trimming and Pruning

Facility

\$ 1280.00

x 1 per year

\$ 1280.00

Application of Fertilizer (Trees, Palms,  
Shrubs, Groundcover)

Facility

\$ 90.00

x 1 per year

\$ 90.00

Application of Fertilizer (Grass)

Facility

\$ 45.00

x 4 per year

\$ 180.00

**FACILITY TOTAL PER YEAR: \$ 12,304.00**

Line I

**ADD/DEDUCT**

Mulching - Sterile Eucalyptus

20 lbs. Bag

\$ 3.43

X 390 bags  
X 2 services per year

\$ 2,675.40

Mulching - Pine Bark

20 lbs. Bag

\$ 3.19

X 390 bags  
X 2 services per year

\$ 2488.20

Mulching - Melaleuca

20 lbs. Bag

\$ 2.30

X 390 bags  
X 2 services per year

\$ 1794.00

**GROUP 1 TOTAL PER YEAR: \$ 266,469.00**

Line A+B+C+D+E+F+G+H+I

## GROUP 1 MISCELLANEOUS SERVICES

The City may request the services below on an as-needed basis.

ITEM	DESCRIPTION	Unit	Unit Rate
Irrigation Troubleshooting	Irrigation Troubleshooting	Hourly Rate	<u>\$45.00/hr/each/tech</u>
Irrigation Repairs	Irrigation Repairs	Hourly Rate	<u>\$90.00/hr for two man crew</u>
Irrigation - Materials Mark-up	Irrigation - Materials Mark-up	Percentage	<u>+35%</u>

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST (Delivery & Installation)
1	Paspalum notatum, Bahia	<u>\$0.52</u>	x 400 sq. ft.	<u>\$208.00/each</u>
2	Celebration Bermuda Grass	<u>\$1.04</u>	x 400 sq. ft.	<u>\$416.00/each</u>
3	Empire Zoysia Turf	<u>\$1.26</u>	x 400 sq. ft.	<u>\$504.00/each</u>
4	Stenotaphrum secundatum 'Floritam', St. Augustine 'Floritam' Sod	<u>\$0.96</u>	x 400 sq. ft.	<u>\$384.00/each</u>
5	Stenotaphrum secundatum 'Sapphire', St. Augustine Grass 'Sapphire'	<u>\$1.07</u>	x 400 sq. ft.	<u>\$428.00/each</u>

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST
1	Turf Removal (All Types) and Disposal	<u>\$0.40</u>	x 400 sq. ft.	<u>\$160.00/each</u>

## TREE REMOVAL, RELOCATION, AND STUMP REMOVAL

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Removal of Trees	0' - 8'	<u>\$120.00/each</u>
2	Removal of Trees	>8' - 12'	<u>\$150.00/each</u>
3	Removal of Trees	>12' - 18'	<u>\$180.00/each</u>
4	Removal of Trees	>18' - 24'	<u>\$200.00/each</u>
5	Removal of Trees	>24' - 30'	<u>\$350.00/each</u>
6	Removal of Trees	>30 - 36'	<u>\$650.00/each</u>
7	Removal of Palms	Under 18'	<u>\$120.00/each</u>

8	Removal of Palms	>12' - 24'	\$ 350.00/each
9	Removal of Palms	>24' - 30'	\$ 550.00/each

### STUMP REMOVAL

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Stump	<18"	\$150.00
2	Stump	>18' - 24'	\$250.00
3	Stump	>24' - 30'	\$500.00
4	Stump	>30' - 36'	\$850.00

### TREE RELOCATION

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Tree Location	0' - 8'	\$ 600.00/each
2	Tree Location	>8 - 12'	\$ 900/each
3	Tree Location	>12' - 18'	\$1200.00/each



**GROUP 1 FACILITY**  
**ADD/DEDUCT: POLICE TRAINING FACILITY**

3719 NW 97 Avenue

Approx. 7.75 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	<u>\$ 840.00</u>	x 24 per year	<u>\$ 20,160.00</u>
<i>Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance. Clean-up and Litter Control.</i>			

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Pine Bark	20 lbs. Bag	<u>\$ 2.30</u>	X <u>696</u> bags X 2 services per year	<u>\$ 3,201.60</u>
Tree/Palm Trimming and Pruning	Facility	<u>\$ 1,280.00</u>	x 1 per year	<u>\$ 1,280.00</u>

**FACILITY TOTAL PER YEAR:** \$ 31,361.90  
 Line

<b>ADD/DEDUCT</b>				
Mulching - Sterile Eucalyptus	20 lbs. Bag	<u>\$ 3.43</u>	X <u>696</u> bags X 2 services per year	<u>\$ 4,774.56</u>
Mulching - Melaleuca	20 lbs. Bag	<u>\$ 2.30</u>	X <u>696</u> bags X 2 services per year	<u>\$ 3,201.60</u>

**FACILITY TOTAL** \$ 31,361.90  
 Total for Facility

**Exhibit "C"**

**Insurance Requirements**

**EXHIBIT "C"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance Clause Endorsement  
Explosion, Collapse & Underground Hazard

**II. Business Automobile Liability**

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

**III. Workers Compensation**

Statutory - State of Florida

**Employer's Liability**

A. Limits of Liability	
\$500,000 for bodily injury caused by an accident, each accident	
\$500,000 for bodily injury caused by disease, each employee	
\$500,000 for bodily injury caused by disease, policy limit	

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.**



**IV. Umbrella/Excess Liability Insurance:** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors’ Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.**

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:**

**The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

**The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management**

**RESOLUTION No. 19-60**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, AWARDING REQUEST FOR PROPOSALS # 2019-02 "PARKS, ATHLETIC FIELDS AND BIKETRAILS LANDSCAPING MAINTENANCE" TO THE TOP RANKED FIRM, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TIP TOP ENTERPRISES INC. FOR THE PROVISION OF PROVIDING GROUNDS MAINTENANCE AT CITY PARKS, BIKETRAILS, AND FACILITIES, FOR AN AMOUNT NOT TO EXCEED THE TOTAL BUDGETED AMOUNT FOR GROUNDS MAINTENANCE, FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, On January 14, 2019, the City advertised Request for Proposals # 2019-02 "Parks, Athletic Fields, Bike Trails Landscaping Maintenance" for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities; and

**WHEREAS**, Fifteen (15) firms attended the mandatory pre-bid meeting on January 22, 2019. Five (5) submittals were received on February 11, 2019. Five (5) submittals bid on Group 1 facilities which included all common areas and bikeways; and

**WHEREAS**, On February 25, 2019, the evaluation committee scored and ranked submittals based on a three-hundred point (300) scale. The ranking of firms is as follows...

<b>Group 1 Scores</b>		
<b>Rank</b>	<b>Vendor</b>	<b>Score</b>
1	Tip Top Enterprises, Inc.	277
2	Mainguy Landscaping Services	269
3	Green Source Landscape and Sports Turf, Inc.	244
4	VisualScape, Inc.	231
5	SFM Services, Inc.	208

**WHEREAS**, staff respectfully requests approval to award RFP #2019-02 "Parks, Athletic Fields, Bike Trails Landscaping Maintenance" to the top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Tip Top Enterprises, Inc. for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years in an amount not to exceed the budgeted amount for grounds maintenance. Staff further requests approval and authorization to allow the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be negotiated with the top ranked firms.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval & Authorization.** The City Council hereby approves the award of RFP # 2019-02 to the top ranked firms and authorizes the City Manager to negotiate and enter into an agreement with Tip Top Enterprises, Inc. for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years in an amount not to exceed the budgeted amount for grounds maintenance. The City Council also authorizes the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with the top ranked firms. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City.



This Authorization does not create or confer any rights to Tip Top Enterprises, Inc. or any of the other ranked firms.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY