

**RESOLUTION NO. 70-09-07**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND CHRIS WAYNE AND ASSOCIATES, INC. AND ELIMINATE A MAINTENANCE WORKER II POSITION AT THE MARINA IN ORDER TO FUND SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the current landscape maintenance at the Lake Park Marina is executed by a Maintenance Worker II employee.

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to employ a landscape maintenance company to maintain the landscaping located on the Marina property.

**WHEREAS**, in order for the Town to fund a landscape maintenance agreement, it is required to eliminate a maintenance worker II position, which is funded within the Marina Budget; and

**WHEREAS**, the current Maintenance Worker II employee requested, and has been granted a transfer to a vacancy in the Public Works Department.

**WHEREAS**, the Town Commission authorizes the Town Manager to enter into a one year Landscape Maintenance Agreement between the Town and Chris Wayne and Associates, Inc. for landscape maintenance services at the Lake Park Marina in the amount of \$27,600, utilizing the salary and fringe dollars of the eliminated Maintenance Worker II position for a savings of \$6,769 and;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE  
TOWN OF LAKE PARK:**

**SECTION 1.**

That the Town Manager is hereby authorized and directed to eliminate the position of Maintenance Worker II from the Marina budget in order to fund a Landscape Maintenance Services Agreement.

**SECTION 2.**

That Town Manager is hereby authorized and directed to execute a Landscape Maintenance Agreement between Chris Wayne and Associates, Inc. and the Town of Lake Park utilizing a competitively bid contract awarded by the Town of Manalapan.

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 70-09-07 duly passed and adopted this 12 day of September, 2007.

TOWN OF LAKE PARK, FLORIDA

BY:   
PAUL W. CASTRO  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



Date 08/23/2007  
Proposal No. 07-207  
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## **Monthly Landscape Maintenance Agreement For Lake Park Harbor Marina**

### **Overview**

Provide lawn and landscape maintenance services on a month to month basis. Services are as outlined below. All other work shall be considered additional services and provided as mutually agreed upon.

### **Landscape Maintenance Services**

- Provide landscape maintenance services no less than once a week.
- Mow weekly April through October and 3 times a month from November through March. Grass shall be maintained in accordance with Best Management Practices for specific grass.
- Weed all plant beds; maintain a clean edge between sod and mulched bed line. (Contractor may use low spectrum herbicide such as Rhodex or Roundup for routine weed control.)
- Maintain entire site free of debris, trash, clippings, branches, etc.
- Hedge all shrubs in a clean, neat and professional manner, removing and disposing of all clippings.
- Edge all turf edges abutting curbs, flush paved surfaces including all road curbs, shrub beds, flower beds, ground cover beds, hedges and around trees where a mulch bed exists at base.
- Tree and Palm Trimming- Maintain all trees and palms to 20' free of dead fronds, branches, and maintain in a neat and tidy order. Remove and dispose of all debris from tree trimming process.
- Blowing/Clearing- CWA shall use a blower to clear curbs along roadways, to ensure a neat, clean appearance after each maintenance operation.
- Irrigation- Contractor shall repair and replace any damaged equipment due to Contractor's landscape maintenance activities.

### **Supervision**

Contractor shall provide a trained supervisor and company representative on site that shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

### **Compensation**

CWA shall be paid a monthly payment of \$2,300.00 due on the 10th of each month.

### **Additional Services**

Irrigation, mulching, sodding, annuals and fertilization shall be considered additional services and shall be provided on an as needed basis. Irrigation is charged at a rate of \$75.00 per hour plus materials. Mulch is charged at a rate of \$67.50 per square yard. Contractor shall submit proposal for approval prior to providing service.



Date 08/23/2007  
Proposal No. 07-207  
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**Termination**

Owner or Contractor may terminate Contract without cause at the end of a specified calendar month upon two weeks prior written notice.

**Warranty**

Damages to site from fire, acts of God, or negligence by others shall not be the responsibility of Contractor.

All payments shall be cash, money order, or checks payable to CWA.

We look forward to providing you with high quality landscape maintenance services.

Submitted

Chris Wayne and Associates, Inc.

Date: 08/23/2007

Accepted

Client signature

Date: 8/31/07

Print Name and Address:

Maria V. Davis  
535 Park Avenue  
Lake Park, FL 33403

Phone/Fax Number:

561-881-3304 / 561-881-3314



## TOWN OF MANALAPAN

600 South Ocean Boulevard, Manalapan, Florida 33462-3398

Telephone (561) 585-9477 Fax (561) 585-9498

Email: [townhall@manalapan.org](mailto:townhall@manalapan.org) [www.manalapan.org](http://www.manalapan.org)

August 28, 2007

To Whom It May Concern:

Chris Wayne & Associates currently provides lawn maintenance services based on the renewal of the amended lawn maintenance agreement dated March 13, 2006. The Town Commission voted on April 24, 2007 to renew this agreement for one year.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Stumpf", is written over a horizontal line.

Linda A. Stumpf  
Finance Director



**TOWN OF MANALAPAN  
AGENDA ITEM SUMMARY**

**Meeting Date:** April 24, 2007  
**Agenda Item No.:** RA.6  
**Agenda Item Name:** Renewal of Landscape Maintenance Contract for  
Chris Wayne and Associates  
**ACTION REQUESTED:** Discussion  Approval

**BACKGROUND:**

The landscape maintenance contract between the Town of Manalapan and Chris Wayne and Associates (CWA) expires at the end of March. CWA has offered to renew the contract under the same terms and conditions as the existing contract. The Town and staff are pleased with the service CWA provides and would recommend renewing the contract under the same terms and conditions.

**ATTACHMENTS:**

- Landscape Maintenance Services Contract Renewal
- Landscape Maintenance Services Contract Renewal dated March 13, 2006
- Contract for Grounds Maintenance Services with Chris Wayne & Associates, Inc.



**Town Commission Meeting  
Tuesday, April 24, 2007**

**IN ATTENDANCE**

COMMISSION		TOWN STAFF	
William E. Benjamin II, Mayor	X	Gregory L. Dunham, Town Manager	X
Peter Blum, Vice Mayor	X	Lisa S. Petersen, Zoning/Licensing Admin	X
Basil S. Diamond, Mayor Pro Tem	X	Linda Stumpf, Finance Director	X
Tom M. Coffman, M.D., Commissioner	X	Clay Walker, Chief of Police	X
Tom Gerrard, Commissioner	X	Trela White, Town Attorney	X
Kelly S. Gottlieb, Commissioner	X	Max Lohman, Asst. Town Attorney	X
Tom Thornton, Jr., Commissioner	X		

**PUBLIC**

Juanita West, James and Caroline Campbell, Robert Evans, David and Daryl Cheifetz, William and Denise Gerrish, Judy Black, Bill and Joan Bernstein, Howard and Sandi Roder, Martin Jacobson, John and Pamela Murphy, Marilyn Hedberg, Albert Balik, Dr. Kent Shortz, Howard Parker, Clarence Elder, Barbara Elder, John Morgan, Sharon and Bob Kirkland, Noreen Papatheodorou, Phillip Perkins, Kathryn Diamond, Lisa Elder, Bob Cuyar, Touko Paavola, Al Cohen, Frank McKinney, Bill Quigley, John Smith

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

The minutes from the March 27, 2007 meeting were not complete due to technical difficulties during the meeting. The Commission asked if the Fire Rescue Safety Report would reflect all calls coming from the Manalapan station. Vice Mayor Gerrard moved to **approve** the Public Safety Activity Report for March; Resolution 9-2007, opposing House Bill 529, known as the "Consumer Choice Act of 2007" regarding cable franchises, and the designation of Town Manager Dunham as voting delegate with the Mayor and Commission serving as alternates for the Palm Beach League of Cities, Inc. Commissioner Diamond seconded the motion, which passed unanimously.

**REGULAR AGENDA**

**Briny Breezes Redevelopment presented by Ocean Ridge Mayor Ken Kaleel**

Mayor Kaleel made a presentation on the proposed development of Briny Breezes. William Koch, Mayor of Gulf Stream spoke on the issue. Vice Mayor Gerrard asked what steps must be taken for the development to be approved. Mayor Kaleel explained the process and the Comprehensive Plan approval process. Mayor Koch asked that the Town Commission approve a

resolution. Commissioner Peter Blum moved to **approve** the preparation of a resolution supporting the efforts of neighboring communities to pare down the density issue within the development request for Briny Breezes. Mayor Pro Tem Diamond seconded the motion which passed unanimously.

**\*Ritz-Carlton Hotel, 100 South Ocean Blvd. - PUD 07-1 Amendment, proposed amendments to the amended and restated Ritz Carlton PUD agreement**

**\*Ritz-Carlton Hotel, 100 South Ocean Blvd. - PUD 07-2 Amendment, proposed amendment to the amended Unities of Title and Interest Declaration, Covenants and Agreement -**

Mayor Benjamin spoke about the letter that was sent out by the Class II Shareholders of the La Coquille Club. Ron Kolins, attorney for the ownership, stated that most issues within the agreement had been agreed upon, except the resident issue. It was decided that Commissioner Gottlieb and Julie Young would meet to review the discrepancy of the budget of the La Coquille Club. Dr. Shortz, member of the Ritz Task Force, and mayor at the time of the adoption of the original PUD agreement, spoke on the issue of registered voters vs. property owners regarding membership qualification for the La Coquille Club. Town Attorney White explained the process of amending the PUD agreement. Vice Mayor Gerrard moved to **approve** the PUD agreement on first reading. Commissioner Gottlieb seconded the motion which passed unanimously.

The Commission and applicants discussed the issue of legal fees stated in the Unities of Title, which was agreed upon. Commissioner Gottlieb moved to **postpone** the Unities of Title, Covenants and Bylaws until the May 22, 2007 meeting. Vice Mayor Gerrard seconded the motion which passed unanimously.

Julie Young spoke about the license agreements in process for off site parking. At the time of the meeting the agreements were not fully executed. The Commission and Ms. Young discussed parking in the Plaza Del Mar. Ms. Young explained that many items on the conditional C.O were completed or near completed. Town Manager Dunham recommend that the Commission extend the Conditional Certificate of Occupancy since the items left to be finished were 80-90% complete and are no life or health safety issues. Commissioner Blum moved to **approve** the extension of the Conditional Certificate of Occupancy until the May 22, 2007 meeting. Commissioner Coffman seconded the motion which passed unanimously.

#### **Discussion -- Options for expansion of Town Hall**

The Mayor gave a brief history on the need for expanding Town Hall and what steps have been taken. Mark Marsh, AIA made a presentation on the needs assessment study done two years ago, and the options for expanding that may be available to the Town. The Commission discussed the different options presented to them and other options developed during the meeting. Mayor Pro Tem Diamond asked for cost analyses on the different options. Residents Fred Stinson, Bill Bernstein, Howard Roder, Al Cohen and Bob Evans spoke on the issue.

#### **Discussion -- Summary of the Zoning Commission's recommended amendments to the Zoning Code**

Assistant Town Attorney Lohman summarized the zoning amendments. Vice Mayor Gerrard suggested setting workshops and meetings for the recommendations. Residents Michael Gottlieb (ex-Chair of the Zoning Commission) and Al Cohen spoke on the issue. Vice Mayor Gerrard recommended by a motion to setting a workshop in November and preparing a package for each resident. Mayor Pro Tem Diamond seconded the motion which passed unanimously.

**Renewal of landscape maintenance contract for Chris Wayne and Associates**

Vice Mayor Gerrard moved to approve the renewal of the landscape maintenance contract with Chris Wayne and Associates. Commissioner Gottlieb seconded the motion which passed unanimously.

**Discussion – Proposed tax legislation and potential impacts on current and future budgets**

This item was tabled until the meeting on May 22, 2007

**Discussion – Manalafest**

Ex-Chair Marilyn Hedberg spoke about the issues during the last Manalafest. Kathryn Diamond, the new Chair, spoke about changes being made for this year's event.

**Public Hearings:**

**Ordinance 269 – Legal defense for elected and appointed public officials; staff**

Attorney White explained the ordinance. Commissioner Gottlieb moved to adopt Ordinance 269 on second reading. Mayor Pro Tem Diamond seconded the motion which passed unanimously.

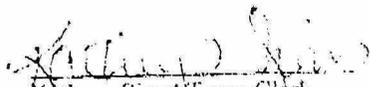
**ADJOURNMENT**

Commissioner Blum moved to adjourn the meeting. Vice Mayor Gerrard seconded the motion which passed unanimously. The meeting was adjourned at 4:48 p.m.

**These minutes were approved by the Town Commission  
on Tuesday, May 22, 2007.**

  
William E. Benjamin II, Mayor

5/22/07  
Date Signed

  
Kathryn Sims, Town Clerk

5/22/07  
Date Signed



### Lawn Maintenance Agreement

**Attention:**

Town of Manalapan  
800 South Ocean Boulevard  
Manalapan, FL 33462

**Date**

3/13/2006

**Proposal No.**

08-95

**Overview**

Provide lawn and landscape maintenance services as described under the terms and conditions reflective from the contract held last year with the Town of Manalapan, for a period of one year.

Lawn Service	Monthly Cost	Total Cost
To reflect the initial Contract for Grounds Maintenance Services drawn up by Town of Manalapan April 1, 2005. All terms remain constant except for pricing which changes are made to the following:	1,600.00	19,200.00
Area #1 - \$300.00		
Area #2 - \$175.00		
Area #3 - \$180.00		
Area #4 - \$175.00		
Area #5 - \$235.00		
Area #6 - \$340.00		
Area #7 - \$125.00		
Area #8 - \$100.00		

Irrigation Work      Rate Change: \$50.00  
Installation of Annulars      Rate shall remain \$20.00 HR

Accepted by:



Date: 4/26/06

Print Name/Address: Gregory L. Dunham, JM

Phone No: 561-585-9477  
Fax no: 561-585-9491

TOWN OF MANALAPAN  
600 SOUTH OCEAN BLVD.  
MANALAPAN, FL 33462-3398

By accepting service of Chris Wayne and Associates, Inc. customer agrees to the following: 1. A service charge on delinquent invoices not paid within specified terms shall be \$20.00 2. A fee of \$32.00 shall be collected on all returned check items. 3. Customer agrees to pay all court costs, damages and attorney fees if collection efforts become necessary. 4. After three consecutive months of delinquent payment CWA reserves right to cancel contract, collect all charges due and customer shall be charged a fee of \$125.00 early termination fee. 5. If customer wishes to cancel contract, they may do so by providing a written statement to CWA, giving two weeks for processing. Customer shall agree to make all payments due up to that date, and shall pay a \$20.00 early cancellation fee.

Chris Wayne and Associates Inc  
16853 97th Drive North Jupiter, FL 33478  
Phone 561-746-4225 Fax 561-746-8991  
LC 2006243 U-20101

# CONTRACT

## GROUNDS MAINTENANCE SERVICES

CHRIS WAYNE & ASSOCIATES, INC.  
15863 97<sup>th</sup> Drive, North  
Jupiter, FL 33478  
561-746-4225



600 SOUTH OCEAN BOULEVARD  
MANALAPAN, FL 33462

Gregory L. Dunham, Town Manager  
(561) 383-2540, Direct #  
(561) 585-9498, Fax  
[gdunham@manalapan.org](mailto:gdunham@manalapan.org)

**GENERAL TERMS & CONDITIONS**

Description of services to be performed is detailed in the pages that follow.

**CONTRACT START DATE:** April 1, 2005

**DURATION OF CONTRACT:** One year with month to month extension

**CONTRACT DAYS & TIMES:** Monday - Saturday (excluding holidays)  
8:00 A.M. - 6:00 P.M.

**CONTACT:** Gregory L. Dunham, Town Manager **TELEPHONE NO:** (561) 383-2540

This Contract, General Terms & Conditions, Instructions, Technical Specifications, Attachments and/or any other pertinent document form a part of this contract and by reference are made a part thereof.

**GENERAL TERMS AND CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS:**

**1. GENERAL INFORMATION**

This document constitutes the entire contract for Grounds Maintenance Services.

**2. NON-COLLUSION**

No premiums, rebates, or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of service and the possible removal from the vendor bid list(s).

**4. CONFLICT OF INTEREST**

The contract hereunder is subject to the provision of Florida Statutes and Town Code of Ordinances.

The Contractor, by affixing his signature to the contract, declares that the contract is made without any previous understanding, agreement, or connections with any Town official and without any outside control, collusion or fraud. By signing the contract, the Contractor further declares that no Town Commissioner, other Town officer, or Town employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**5. LEGAL REQUIREMENTS**

Federal, State, County and Town laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor shall in no way be cause for relief from responsibility.

Contractors doing business with the Town are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following employment practices, rates of pay or other compensation methods and training selection.

**6. MISTAKES**

Contractor must check the contract where applicable, mathematical errors are at the Contractor's risk.

**7. AVAILABILITY OF FUNDS**

The obligations of the Town of Manalapan under this contract are subject to the availability of funds lawfully appropriated for its purpose by the Manalapan Town Commission.

**8. EEO STATEMENT**

It is the policy of the Town to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs. It is further policy of the Town to comply with all Federal, State, County and local laws to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. In connection with work performed under a Town of Manalapan contract, the contractor agrees, to support and abide by the Town's Equal Opportunity Pledge. (Attachment B)

**11. CONTRACTUAL AGREEMENT**

The Invitation to Bid shall be included and incorporated in the final award and shall constitute a portion of the contract together with the bid response and all specification documents. Any and all legal action necessary to enforce the award will be held in Palm Beach County with attorney fees awarded to the prevailing party, including all appeals.

**12. TERM OF CONTRACT**

The term of this contract shall be for a period of one year: April 1, 2005 through March 31, 2006, unless sooner terminated, and will be extended month to month until terminated. After the

initial one year period, any extension will be based on the Contractor maintaining all prices, terms and conditions for each successive month until termination.

**13. FIELD ADJUSTMENTS**

The Town shall reserve the right to make site improvements upon its property which shall include, but not be limited to, sod, irrigation, landscape design and construction projects. Site changes that affect the scope of services shall result in modification in compensation to the Contractor as mutually agreed upon by both the Town and the Contractor.

**14. CONTRACT COORDINATORS**

The Town has assigned two (2) Contract Coordinators for the work to be performed: Gregory L. Dunham, Town Manager and Mark Hull, Utility Director. All contractual matters shall be forwarded to them through Town Hall, (561) 585-9477.

**15. INFORMATION**

Any questions by the contractor concerning this contract should be addressed to Gregory L. Dunham (561) 383-2540, Interpretations of the contract or additional information as to its requirements, where necessary, shall be communicated to contractor by written addendum.

**16. PROJECT LOCATION**

Contract areas are listed in the Technical Specifications portion of this contract.

**17. SEQUENCE OF WORK**

- a. Contractor shall schedule his or her work as necessary for the completion of the work within the time period specified.
- b. Contractor shall undertake work in such a manner as to not interfere with other operations of the Town in the vicinity during the project period.
- c. All work activities shall be performed between the hours of 8:00 am – 6:00 pm, Monday through Saturday. No work shall occur on Sundays or on the following holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), except when prior approval to these conditions has been secured from the Town.

**18. UTILITIES**

It is the Contractor's sole responsibility to locate and protect all existing utilities at the project location. Any damage incurred as a result of the work performed under this bid is the sole responsibility of the Contractor.

**19. PAYMENT**

The Town will make payment after services have been received, accepted, and properly invoiced on a monthly basis.

**20. CERTIFICATION, LICENSES AND PERMITS**

Contractor must hold all required Certificates of Competency, Permits, Occupational Licenses and any other certification necessary to complete this contractual agreement. Copies of these certificates, licenses, and permits must be submitted. **A Town of Manalapan occupational license shall be obtained.**

**21. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Contractor certifies that all material, equipment, etc., contained in this contract meets all O.S.H.A. requirements. Contractor further certifies that the material, equipment etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Contractor.

**22. SAFETY REGULATIONS**

Equipment must meet all Federal, State, County and Town safety regulations for grounding of electrical equipment.

**23. CODES AND REGULATIONS**

The Contractor must strictly comply with all Federal, State, County and Town building and safety codes.

**24. INDEMNIFICATION**

The Contractor agrees to protect, defend, reimburse, indemnify and hold the Town, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the Town by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with the Contractor's performance under this Agreement. The Contractor's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the contractor or any breach of the items of this Agreement; provided, however, the contractor shall not be responsible to the Town for damages resulting out of bodily injury or damages to property which

the Contractor can establish as being attributable to the sole negligence of the Town, it's respective agents, servants, employees or officers.

The indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract; or in consequence of any neglect in performing the work; or because of any act or omission by the Contractor.

**25. CONTRACTOR RESPONSIBILITY**

Contractor shall be responsible for ensuring that all employees are in compliance, at all times, with Terms, Conditions and Specifications outlined in this Contract. The Contractor shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, in compliance with all applicable Federal, State and Local statutes pertaining to services as specified.

**26. SUPERVISION**

Contractor shall provide an adequate number of trained, qualified Supervisors capable of providing adequate field supervision to accomplish the services.

The Contractor's Supervisor will complete a walk-thru after each service to confirm that the defined quality and scope of service was performed. At the end of each maintenance day, all walks, drives, road surfaces and open space areas will be free of any loose materials, trash or debris.

Each Supervisor, to the satisfaction of the Town representative, shall be capable of verbal and written communication and shall be able to adequately communicate with the service workers.

The Town representative may request the Contractor to remove any Supervisor if it is determined the individual is not performing the service in accordance with the terms and conditions of this contract.

**27. EMPLOYEES**

Persons employed by the Contractor in the performance of services pursuant to this contract shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town as to pension, workers compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law, and shall be 18 years of age or older. Under no circumstances will any employee of the Contractor be permitted to allow minors (under 18 years of age) and/or anyone who is not an employee of the contractor to enter any Town facility at any time for any reason.

All personnel shall be required to wear proper attire, which, at a minimum includes a standard shirt carrying the company name and/or logo, present a good appearance and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when

working within the road right of way. The personnel shall observe the applicable F.D.O.T. maintenance of Traffic Standard, when working in the road right of way. The Contractor will insure that all County, State of Florida, OSHA and other applicable safety regulations are met.

**28. VIOLATIONS OF CONTRACT: DEFAULT**

**A. Violations of Contract:**

1. Failure to provide quality service and complete the entire scheduled service visit or correct deficiencies identified by grounds inspectors. Follow-up written reports will be mailed concurrently with verbal notification. Corrective actions must be complete within 72 hours of telephone notification. In the event of disagreement with regard to visual quality service between the inspector and the Contractor, the Town Manager shall view the disputed conditions and his/her decision shall be final on both individuals.

2. All work must be continuous and commence on schedule (or approved adjusted schedule), and be completed within twenty four (24) hours of scheduled time.

3. Failure to act in a professional manner.

**B. Default:**

If the Contractor shall fail to meet the requirements of the contract as provided herein, the Town shall put Contractor on notice in writing to the address shown on the bid response delineating specific deficiencies. Contractor shall have three (3) days to correct the deficiencies or make suitable alternate provisions to the satisfaction of the Town. If after the three (3) day period, the deficiencies have not been corrected, the Town shall hold the Contractor in default and immediately cancel the contract in accordance with paragraph #29 below. Contractor will be charged \$50.00 per day for failure to remove debris, vegetation, etc. as specifically set forth in the technical specifications.

**29. TERMINATION**

**A. Immediate:** In the event of a default by the Contractor as set forth in paragraph #28 above, this contract shall immediately be terminated. All Town property (keys, etc.) shall be returned prior to final payment. Contractor shall be paid for services rendered prior to termination of the contract.

**B. Two Weeks Notice:** During the initial one year period of this contract, Town may terminate it without cause at the end of a specified calendar month upon two weeks prior written notice sent to Contractor at the address shown on the bid response. Thereafter, either party may terminate the further extension of this contract without cause at the end of a specified calendar month upon two weeks prior written notice as applicable sent to Contractor at the address shown on the bid response or actually delivered to the Town Clerk at Town Hall.

30. **PROTECTION OF PROPERTY**

The Contractor shall at all times guard against damage or loss to the property of the Town of Manalapan or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town of Manalapan may withhold payment for reimbursement or replacement for loss or damage to property attributed to negligence of the Contractor or his/her agents.

31. **INSURANCE REQUIRED**

It shall be the responsibility of the Contractor to provide evidence of the following minimum amounts of insurance coverage prior to the start of work. Failure to provide this written evidence prior to the commencement date may be grounds for immediate cancellation of this Contract.

Workers compensation and employer's liability coverage to apply to all employees for statutory limits in compliance with applicable State and Federal laws.

Commercial General Liability shall have minimum limits of \$100,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements.

Business Auto Liability shall cover any auto for bodily injury and property damage and shall include owned vehicles, hired and non-owner vehicles, and employee non-ownership with minimum limits of \$100,000, per occurrence combined single limit for bodily injury and property damage.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage has been procured by Contractor in the types of amount(s) required hereunder, shall be transmitted to the Town prior to Contractor performing any operations under the terms of the contract.

Except as to Workers Compensation and Employers Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Manalapan, a municipal corporation of the State of Florida, its officers, agents and employees as **Additional Insured**. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse change, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the Town as to form and types of coverage. In the event that the statutory liability of the Town is amended during the term of this agreement to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the Town, to provide coverage of at least equal to the amended statutory limit of liability of the Town.

32. **SEVERABILITY**

If any section or part of a section of these General Terms and Conditions, Instructions and Technical specifications is for any reason held or declared to be inoperative or void by a Florida Court of Jurisdiction, such decision of inoperativeness or act shall not affect the remaining portion(s) of the section(s) involved or any other section of these General Terms and Conditions, Instructions and Technical Specifications.

**TECHNICAL SPECIFICATIONS**

**CONTRACT AREAS** - Below is the list of contract service areas for which the Town is seeking firm pricing for grounds maintenance services:

- Area #1      Town Hall – 600 S. Ocean Blvd.
- Area #2      Point Manalapan Gatehouse – **see attached planting plan**
- Area #3      Cul-de-sac on Loggerhead Lane on Point Manalapan – **see attached planting plan**
- Area #4      Audubon Causeway Bridge on Point Manalapan
- Area #5      Audubon Causeway Median on Point Manalapan
- Area #6      Town Library on Point Manalapan
- Area #7      Cul-de-sac on Spoonbill Rd. on Point Manalapan - **see attached planting plan**
- Area # 8      Cul-de-sac on Lands End Rd. on Point Manalapan – this area is not currently landscaped; design will be similar to the other Cul-de-sac's

The Town anticipates the landscape areas not yet landscaped to be completed by October, 2005. However, the Town does not guarantee when or if any of the areas not currently landscaped will be completed.

When awarded the maintenance contract, the Town will compensate the Contractor only for maintenance to landscape areas that have been completed. The Town will add the new landscape areas for maintenance as they are completed.

**Directions:** Point Manalapan is located at the southernmost end of Hypoluxo Island. Take Ocean Avenue in Lantana to South Atlantic Drive (1<sup>st</sup> light east of the bridge) and turn south. Follow the road all the way down to Lands End Road. Turn right onto Lands End Road and head south to the Gatehouse, which is the entrance onto Point Manalapan.

## **EQUIPMENT/SAFETY**

All equipment operated on any Town property shall be equipped with guards and/or shields to minimize the possibility of injury to the general public. Machinery not equipped with safety devices shall not be operated at any facility. The Town designee shall inform the contractor when the above conditions are observed. Proper operation of equipment is the contractor's responsibility.

All vehicles shall be maintained in good working order, painted with the name of the company visibly displayed on the vehicle and shall be parked only on pavement when possible, otherwise parked within the Town right of way so as not to obstruct or interfere with pedestrian or vehicular traffic.

## **DEFINITIONS**

### **a. Mowing - general:**

- Mowing shall be performed in a workman-like manner that ensures smooth surface appearance without scalping or leaving any "missed" uncut grass.
- All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- Mowing will be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, damage sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
- Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. No grass clippings and/or leaves shall be visible after mowing operation is complete. Grass clippings shall be left on the turf areas provided there are not readily visible clumps remaining. Clumps shall be removed from the lawn immediately after mowing. If necessary, the Contractor shall "catch" grass clippings or rake and bag them during or immediately after the mowing operation.
- Mowing will not be done when weather or conditions will result in damaged turf.
- All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the Town.

### **b. Mowing - specifics:**

- Grass is never to be mowed lower than four (4) inches in height.
- Grass shall be mowed weekly, four (4) times per month, April through October, and three (3) times a month from November through March. In months where there are five weeks, one additional mowing may be necessary in order to maintain a weekly schedule.

**Special Note:** Mowing frequencies can be deleted or increased due to climate factors by the Town's designee.

**c. Trimming and Edging:**

- **Trimming** - Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.
- **No "fish line" weed eaters are permitted to be used around trees or plant beds so as to prevent damage to the plant materials.** In such instances, Contractor shall remove weeds by hand and/or chemical application (Roundup).
- **Edging** - Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. 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, every mowing cycle.
- Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.
- Turf will be edged approximately eighteen (18) inches around all trees that are in lawn areas if directed by Town designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges.
- **Chemical edging** - Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads and cement medians. Prior to application of chemicals, for this purpose all areas shall be trimmed to proper mowing height. Chemical shall be applied in a manner to limit drift to six (6) inches. Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the Town may replace the materials and deduct the cost from the Contractor's pay request.

**d. Weed Control - "Landscape Maintenance Weed Control":**

- Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually removed or chemically removed from shrubs, hedges, ground cover or flower beds two (2) times per month.
- Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians.
- Contractor may use contract herbicides for killing spots of weeds in Floratam and Bahia grasses, with prior permission from the Town's designee.

**e. Pruning:**

- **Shrub and Hedge Care** - Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by Town designee.
- **Hedge Trimming** - Hedges or topiary that is to be maintained in a geometric form may be sheared by manual or mechanical hedge shears to shape and size specified by Town designee. Hedge trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.
- **Palm Trees** shall have dead fronds removed as they occur. Dead fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 16' 0". Dead palm fronds that have fallen to the ground, are to be removed at each mowing.
- **Shade trees** shall be pruned and trimmed per National Arborist Association specifications for pruning of shade trees to keep the trees healthy and to maintain the natural character of the individual species. For purposes of this Section, required pruning is limited to a height of 16' 0", providing for the use of extendable power pruners. Pruning may include the following items:
  - to remove sucker growth and to maintain clear visibility between grade and a height of six feet.
  - dead, dying or unsightly parts of the tree
  - sprouts growing at or near the base of the tree trunk
  - branches that grow towards the center of the tree
  - crossed branches that may rub together
  - multiple leaders of a tree that normally have only one stem
  - nuisance growth that interferes with view, walks, lighting or signage
  - nuisance growth that indicates potential conflict with people
  - branches that have strong potential for damage by storms (preventative)
  - branches that have been damaged by storms (post storm event)

**No climbing spikes will be permitted. Pruning paint is prohibited.** Sharp and proper pruning tools will remove portions of trees, including any sucker growth. No chemical treatment to sucker growth will be permitted. Branches, dead wood and cutting shall be removed from the job site of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense. Do not use hedge shears for pruning. Machetes will not be permitted for any operations.

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.

**f. Litter and Debris Control:**

- 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.
- Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites. Palm fronds and tree limbs will also be removed.

- Litter is to be removed entirely from the sites and disposed of in accordance with Town Ordinances.
- *All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a \$50.00 per day fee, as long the debris remains which shall be deducted from Contractor's pay request.*

**g. Mulch:**

Mulch shall be added to plant beds (where it already exists) in order to maintain a depth of three inches at all times. Beds shall be clear of weeds prior to new mulch being applied to plant beds.

**h. Raking:**

Contractor shall rake plant beds in areas where there is no mulch in order to keep a neat appearance.

**i. Blowing/Clearing:**

The Contractor shall use a blower to clear all walkways, parking lots and curbs along roadways to ensure a neat, clean appearance after mowing operation.

**j. Damaged Property:**

- The Town shall replace any landscape, irrigation, or structures damaged by maintenance operations or due to negligence in performing contract work and shall charge these costs to the Contractor. Contractor will be notified prior to replacement or repair by Town designee.
- Contractor shall notify the Town's designee immediately upon discovery of any damage at any contract facility.
- Contractor shall notify the Town's designee immediately upon discovery of any diseased/damaged turf areas, trees, plant materials, etc.
- **Improper use of line trimmers/chemical herbicides:** Improper use of chemical herbicides or line trimmers resulting in damage or destruction to plants will not be an acceptable practice. Plants damaged by line trimmers will be replaced at the Contractor's expense with plants of equal value. Sod or landscape damaged by the improper use of herbicides will be replaced at the Contractor's expense. **Line trimmers shall not make contact with any landscape plants/trees.**

**k. Fertilization:**

- **SOD** – The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 15-5-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb. Of nitrogen per 1,000 sq. ft. of sod. St. Augustine and Bahia shall be fertilized three (3) times yearly, during the following months: January, April, and October. Cost of fertilizer and application shall be included in the contract. Contractor shall adjust the irrigation systems accordingly prior to applying the fertilizer. If heavy rain

season, Town may request a fourth application of fertilizer to all contract areas if needed using a general fertilizer 6-6-6 at no extra charge to the Town. Contractor shall notify the Town when they plan to apply the fertilizer so the Town can provide additional watering on the fertilized areas if needed.

- **TREES, SHRUBS, & GROUND COVER** – Fertilizer shall be applied to all trees, shrubs and ground covers with exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be 8-10-10, sulfur coated, time released, or as recommended because of specific species. Granular fertilizer can be utilized for plants on level terrain. Plants established on slope condition where run off is likely, fertilizer shall be in tablet or spike form, specifically designated for the species being fertilized.

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

Trees (excluding palms) shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer. Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks or stems of the plants.

- **PALMS** – All palms (excluding Cabbage Palms) shall be fertilized two times yearly (March & September) using a "Palm Special" fertilizer. Spike form only (similar to "Lutz" brand Palm Tree Maintenance Spikes). Fertilizer used shall be complete with Magnesium, Potassium and micronutrients. Material shall be applied at label rates. Fertilizer analysis shall be submitted to the Utility Department prior to application.

**Fertilizer used for palms shall meet or exceed the chemical analysis quantities appearing on the "Lutz" Palm Tree Maintenance Spikes.**

***Note:* For bidding purposes, if Lutz is used, ONE application per year is required, other spike fertilizers will be applied twice yearly, unless label rates specify differently.**

#### **1. Irrigation**

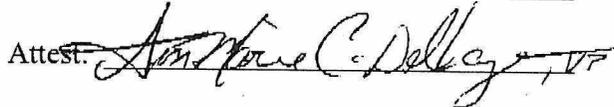
- The Contractor shall be responsible for inspecting the irrigation systems, during each service. The inspection shall consist of inspecting the systems for proper operation of the pumps, controllers, valves, timers, electric and water supply. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes. The Contractor shall trim and clean around all sprinkler

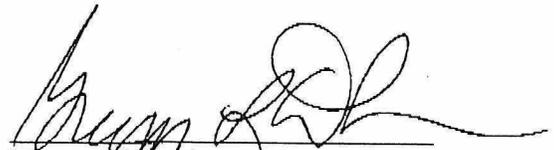
heads and adjust heads, as needed to provide free flow of water. The Contractor shall also be responsible for setting the times of the clocks and operation times of the system.

- The Contractor shall notify the Town of visible irrigation system problems.
- The Contractor shall provide the Town an hourly rate to perform all other irrigation systems repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The Contractor will provide to the Town copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the Town on a monthly basis.
- The Town shall be notified immediately (by 3:30 pm of the present working day), of any inoperable systems, (i.e. pumps failing to come on).
- All damaged irrigation system components shall be reported by the Contractor to the Town designee. **Components damaged by the Contractor's equipment or personnel will be replaced by the Contractor at the Contractor's expense.**

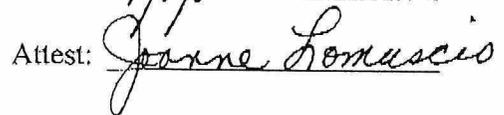
  
Chris Wayne & Associates, Inc.

Date: 03-27-05

Attest: 

  
Town of Manalapan

Date: 4/1/05

Attest: 

ATTACHMENT A



REFERENCE FORM

Company Name: Healthonics  
Address: 3106 Vinings Ridge Dr.  
Atlanta, GA 30339

Contact Name: Jim Naffel  
Title: President  
Phone: (770) 955-2006

Contract Date: Beginning: 2000 Approx. No. Acres 13

Project Description: maintain properties throughout the  
state of Florida

Company Name: Historic Northward  
Address: 509 33rd St.  
West Palm Beach, FL 33407

Contact Name: John Lindgren  
Title: owner and board member  
Phone: 515-6500

Contract Date: Beginning: 10/18/04 Approx. No. Acres 2.5  
Project Description: maintenance of some residence and  
common area spaces.

Company Name: \_\_\_\_\_  
Address: 3133 Collin Dr.  
West Palm Beach, FL 33406

Contact Name: Kerry or Terri Batt  
Title: owner  
Phone: 373-4110

Contract Date: Beginning: 3/14/84 Approx. No. Acres 1  
Project Description:

Installed new irrigation system  
and sod. Annual contract-maintenance.

**Emergency Contact:**

Name: Chris Dellago  
Phone Number: Business Hrs. (507-1937) After Hours: 746-4225  
cell

ATTACHMENT C



BID CERTIFICATION

Individual  Partnership  
 Corporation  Other (Specify)

Name of Company (or Individual): Chris Wayne and Associates, Inc.

Address: 15863 97th Dr. N. Jup. FL 33478

Telephone Number: (561) 746-4225 Fax Number: (561) 746-8991

Email Address: cwa@chriswayneinc.com

Tax Identification #: 20-1399029 Addenda Received: Corrected Attachment D  
pages (5) 295 10, 11

Bidder's Representative: Chris W. Dellago

Title: President, CEO

Proposed Total Fee to Provide Requested Service: \$ 17,700

The undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Proposer hereto has executed this Bid Certification Form this 15 day of February, 2015.

(CORPORATE SEAL)

ATTEST:

HaiKa Kayfus  
Printed Name

BIDDER:

Ann-Marie C. Dellago  
Printed Name

[Signature]  
Signature

Ann-Marie C. Delgado  
Signature Authorized Officer

Financial Center mgr.  
Title

Vice President  
Title

02/15/05  
Date

Feb. 15, 05  
Date

State of FL  
County of Palm Beach

On this the 15 day of February, 2005, before me, the undersigned Notary Public of the State of Florida, personally appeared Ann-Marie Delgado (Name(s) of Individual(s) who appeared before Notary) and whose name(s) is/are subscribed to (within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA

 Halka A Keyfus  
My Commission DD140890  
Expires August 12, 2008

Personally known to me:

Produced Identification: FDL # D42004377-5500

Type of Identification Produced: FLDL

ATTACHMENT B



PROCUREMENT SERVICES

EQUAL OPPORTUNITY PLEDGE

All Contractors and Suppliers must agree to the following:

- A. The Contractor/Supplier will not discriminate against any employee or job applicant because of his or her race, creed, color, sex, marital status, or national origin.
- B. The Contractor/Supplier will post in a conspicuous place, available to all employees and job applicants, a copy of this pledge.
- C. The Contractor/Supplier will, in all solicitations or advertisement for job applicants place to cause to be placed, a statement that the Contractor/Supplier is an "Equal Opportunity Employer."

Compliance with this Equal Opportunity Pledge is mandatory of all Contractors/Suppliers. Failure to sign and return this pledge may result in your Contract/order being canceled, voided or suspended in part or whole.

Chris Wayne Associates, Inc. as a Contractor/Supplier, for the Town of Manalapan, Florida pledges itself to support and abide by this Equal Opportunity Pledge.

Ann Marie C. Dillinger  
 AUTHORIZED SIGNATURE

15863 97th Dr N  
 ADDRESS

Jupiter, FL                      33478  
 CITY                                      STATE                      ZIP

02-14-05  
 DATE SIGNED

ATTACHMENT E



DRUG-FREE WORKPLACE FORM

The undersigned firm in accordance with Section 287.087, Florida Statutes, hereby certifies that Chris Wayne & Associates, Inc. DOES / DOES NOT.  
(Name of Business) (Circle appropriate response)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and any available drug counseling.

By: James Martin C. DeWay  
Signature Authorized Officer

Date: February 14, 05