

RESOLUTION NO. 2014-38

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH SUNCOAST NURSERY & TIKI HUTS, INC. FOR TREE PLANTING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY IN FY 2013-14; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition in FY13-14; and

WHEREAS, the Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and installation in accordance with residents requests for tree planting; and

WHEREAS, the Department of Public Works Department is responsible for landscape maintenance of certain medians, swales and right-of-ways within the boundary of the Village; and

WHEREAS, landscaping services for the Village (Contract No. 2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay; and

WHEREAS, a competitive bid process was followed for Village-wide landscaping services with the issuance of Invitation to Bid No. 2011-PW-106; and

WHEREAS, as per Resolution No. 2012-04, adopted January 9, 2012, the Village of Palmetto Bay Council approved the selection of Suncoast Nursery & Tiki Huts, Inc. to provide landscaping services for a period of three (3) years with the option to renew for one (1) additional twelve (12) month period; and

WHEREAS, in FY 2013-2014 the Department anticipates expending \$15,000 for planting Quercus Virginiana (Live Oak) and other miscellaneous landscaping services described in the bid scope of services; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Suncoast Nursery & Tiki Huts, Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested landscaping services in accordance with Invitation to Bid No. 2011-PW-106; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to continue the agreement with Suncoast Nursery & Tiki Huts, Inc. for landscaping services in the Village of Palmetto Bay in an amount not to exceed \$15,000.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of May, 2014.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

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RESOLUTION NO. 2012-04

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TREE PLANTING SERVICES; AUTHORIZING SUNCOAST NURSERY & TIKI HUTS, INC. TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition, the Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and continuing to implement the finding's of its Street Tree Master Plan; and,

WHEREAS, the Public Works Department is responsible for landscape maintenance of certain Medians, Swales and Right-of-Ways within the boundary of the Village; and,

WHEREAS, Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right-of-way of various roadways and medians in the Village of Palmetto Bay; and,

WHEREAS, a competitive bid process was followed for Village-wide Landscaping Services with the issuance of Invitation to Bid No. 2011-PW-106 on December 2nd, 2011; and,

WHEREAS, bids for Village-wide Landscaping Services were received and opened on December 21, 2011 with eight (8) contractors submitting a bid; and,

WHEREAS, after a thorough analysis of the responses Village Administration concluded that Suncoast Nursery & Tiki Huts, Inc. was the lowest, most inclusive and responsible bid; and,

WHEREAS, Suncoast Nursery & Tiki Huts, Inc. provided the Village of Palmetto Bay with a base bid of \$48,700. The base bid consists of 140 Quercus Virginiana (Live Oak) and 180 Elaeocarpus Decipiens (Japanese Blueberry) which includes delivery, installation, watering and warranty; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

1 **Section 1:** The Village Manager is authorized to enter into an agreement with Suncoast
2 Nursery & Tiki Huts, Inc. regarding Village-wide Landscaping Services; in an amount not to exceed
3 \$50,000.
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5 **Section 2:** This resolution shall take effect immediately upon approval.
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7 **PASSED and ADOPTED** this 9th day of January, 2012.
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12 ATTEST: _____

13 Meighan Alexander
14 Village Clerk

15 Shelley Stanczyk
16 Mayor

17 **READ AND APPROVED AS TO FORM:**
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20 Eve Boutsis
21 Village Attorney
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27 **FINAL VOTE AT ADOPTION:**
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29 Council Member Patrick Fiore	<u>YES</u>
30 Council Member Howard J. Tendrich	<u>YES</u>
31 Council Member Joan S. Lindsay	<u>YES</u>
32 Vice-Mayor Brian W. Pariser	<u>YES</u>
33 Mayor Shelley Stanczyk	<u>YES</u>

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April 21, 2014

Norys Hayes
Suncoast Nursery & Tiki Huts, Inc.
17350 SW 236 Street
Homestead, FL 33031

Re: Contract with Suncoast Nursery and Tiki Huts, Inc. for Village wide Landscaping Service

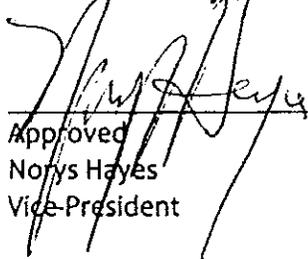
Dear Mrs. Hayes,

On January 9th, 2012, Village of Palmetto Bay Council approved Resolution No. 2012-04, relating to Villagewide Landscaping Services for the Village of Palmetto Bay.

Pursuant to Section 2.2. Term of Contract, the term of the agreement shall be for (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). At this time, the Village is notifying Suncoast Nursery and Tiki Huts, Inc., Inc. of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 2011-PW-106 throughout the third year of the attached three year contract. If accepted, the continuance term of this subject contract is for Fiscal Year beginning October 1, 2013 through September 30, 2014.

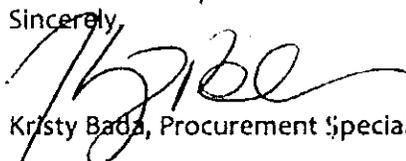
Please indicate your company's concurrence of this contract continuance option below and return to our office with a copy of your company's most recent certificate of insurance. Should you need further information, please feel free to contact 305-259-1266.

Suncoast Nursery & Tiki Huts, Inc.



Approved
Norys Hayes
Vice-President

Disapproved
Norys Hayes
Vice-President

Sincerely,

Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

**AGREEMENT ("CONTRACT")
BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACTOR is dated as of the 10 day of February, in the year 2012, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and Suncoast Nursery & Tiki Huts, Inc. (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation, and perform all of the work shown described in the Project Manual entitled:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VILLAGEWIDE LANDSCAPING SERVICES

Article 2. CONTRACT TIME.

2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions.

2.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time.

CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

8.6 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

8.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

CONTRACTOR

Village of Palmetto Bay

Suncoast Nursery & Tiki Huts, Inc.

ADDRESS

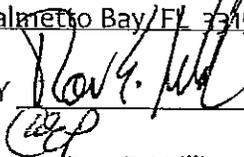
ADDRESS

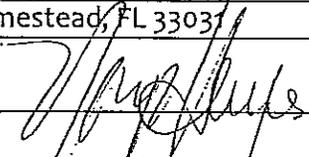
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

17350 SW 236 Street
Homestead, FL 33031

BY

BY





Ron E. Williams
Print Name

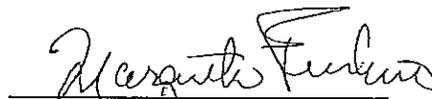
Norys Hayes
Print Name

Village Manager
Title

Vice President
Title

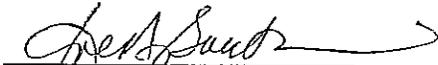
ATTEST


Meighan J. Alexander
Village Clerk


WITNESS

APPROVED AS TO FORM BY

Margarita Finocchiaro
Print Name


Eve A. Boutsis
Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)