

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
BLUE MARLING INVESTMENTS, INC. dba CAYCO
for
LANDSCAPE MAINTENANCE, FACILITIES, PARKS AND GREENWAYS
RFP NO. 11-06-24-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Blue Marlin Investments, Inc. dba CAYCO with offices located at 8127 96th Ct. S, Boynton Beach, FL 33472 (the "Vendor") to provide Landscape Maintenance Services pursuant to RFP No. 09-04-19-09.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 11-06-24-11, all addenda issued prior to execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

Pricing shall be in accordance with Attachment “A” (Schedule of Proposal Prices) and shall comply with the requirements outlined in Attachment “B” (Detailed Requirements – Scope of Services).

4) Contract Term

Vendor shall enter into a six (6) month probationary period beginning February 1, 2025. The initial Agreement period shall be for four (4) years commencing on February 1, 2025.

5) Contract Extension

This Agreement may be extended for two (2) additional one (1) year terms. Any extension will have all the same terms, conditions, and specifications as stated herein, providing both parties agree to the extension; and such extension is approved by the City in writing. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

7) Remedies

a) Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor’s failure to perform in accordance with the requirements of this Agreement.

b) Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

8) Independent Contractor

Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

9) Non-Exclusive Agreement

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Vendor: Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

The Contractor shall provide evidence of insurance as provided in the RFP.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Daniel Gonzalez
Blue Marling Investments, Inc. dba CAYCO
8127 96th Ct. S
Boynton Beach, FL 33472
Tel: 866-203-2292
dgonzalez@caycolandscaping.com

13) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

15) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's

fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

16) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

17) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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" 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

18) Human Trafficking

When an agreement is executed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Blue Marlin Investments, Inc. dba CAYCO does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

19) Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

20) Signatory Authority

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Blue Marlin Investments, Inc. dba CAYCO, Vendor, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

CONTRACTOR

ATTEST:

Blue Marlin Investments, Inc. dba CAYCO

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type name of President /Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____ as _____ for _____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT "A"**CITY OF COCONUT CREEK
LANDSCAPE MAINTENANCE, FACILITIES, PARKS & GREENWAYS
RFP NO. 11-06-24-11****SCHEDULE OF PROPOSAL PRICES**

| DESCRIPTION | UNIT | PRICE |
|--|-------------------|--------------|
| Landscape Maintenance: Facilities and Parks | (Per Month) | \$ 69,207.29 |
| Total: | (Annual) | \$830,487.48 |
| Windmill Dog Parks - 2 parks, to be mowed on Tuesdays only | (Each) | \$ 1,500.00 |
| Total: | (Annual) | \$ 18,000.00 |
| ADDITIONAL SERVICES | UNIT | PRICE |
| Sod Installation (St. Augustine) | (Per Sq. Ft.) | \$ 1.00 |
| Sod Installation (Bahia) | (Per Sq. Ft.) | \$ 0.95 |
| Additional Mowing including blowing, edging, weed whacking, etc. | (Per Acre) | \$ 750.00 |
| Tree Removal (up to 15' height) | (Per Tree) | \$ 300.00 |
| Tree Removal (> 15 ft. to 30' height) | (Per Tree) | \$ 900.00 |
| Tree Removal (> 30' height) | (Per Tree) | \$ 1800.00 |
| Tree Trimming/Shaping: Shade Trees (canopy spread up to 10 ft.) | (Per Tree) | \$ 30.00 |
| Tree Trimming/Shaping: Shade Trees (canopy spread >10ft. to 25ft.) | (Per Tree) | \$ 55.00 |
| Tree Trimming/Shaping: Shade Trees (canopy spread > 25 ft.) | (Per Tree) | \$ 150.00 |
| Tree Trimming/Shaping: Palm Trees | (Per Tree) | \$ 40.00 |
| Re-stand Trees | (Per Tree) | \$ 95.00 |
| Additional Fertilization | (Per Sq. Ft.) | \$ 0.08 |
| Additional Pest Control | (Per Sq. Ft.) | \$ 0.10 |
| Additional Mulch (installed) | (Per Cu. Yd.) | \$ 50.00 |
| Storm Debris Removal (includes hauling & disposal) | (Per Cu. Yd.) | \$ 350.00 |
| Hedging | (Per Linear Foot) | \$ 4.00 |
| Plant Installation (3 crew members) | (Per Hour) | \$ 150.00 |
| Weed Spraying | (Per Hour) | \$ 50.00 |
| Irrigation Maintenance Technician | (Per Hour) | \$ 65.00 |

ATTACHMENT “B”

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. **About the City of Coconut Creek**

The City of Coconut Creek, “The Butterfly Capital of the World”, is located in South Florida. The City has a population of 52,000 and houses over 700 businesses. It is recognized as an award winning green and sustainable City. Its community continues to expand economically, residentially, and serves a diverse multicultural population. Coconut Creek’s needs have expanded at a rapid pace.

2. **Goals and Objectives**

The City of Coconut Creek is requesting proposals from companies that have demonstrated experience providing landscape maintenance to ~~medians~~, facilities and parks, and greenways at specific locations as described in **Exhibit “A” locations** attached hereto and in accordance with all the articles of this Request for Proposal. The work consist of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner.

3. **Definitions**

The following words, terms and phrases, when used in this Contract, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ANSI: American National Standards Institute.

Debris and Litter: Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed and disposed of by Contractor, at Contractor’s expense.

Edging: The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, etc., and/or the maintenance of a defined manicured edge around tree rings, landscape borders, monuments, signs, or other physical elements protruding from the landscape maintenance area.

FDOT: Florida Department of Transportation

Irrigation: All of the plumbing and electrical devices involved in the distribution of irrigation water. The plumbing begins at, lateral lines and ends at sprinkler head. The electrical begins at, and includes, the electrical controller (including box) and ends with the electrical solenoid on a valve or sprinkler head.

SDS: Safety Data Sheet

Mulch: Shall mean shredded wood product except for Cypress tree. Mulch shall be red in color unless otherwise directed by the City. All mulch shall be substantially free of noxious weed seeds, coarse materials, and objectionable foreign matter

OSHA: Occupational Safety and Health Administration.

Pest Control: The use of integrated pest management techniques to control outdoor pests such as weeds, rodents, insects and plant diseases.

Safety: Freedom from the occurrence or risk of injury, danger, or loss.

Scope of Work: The work under this Agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.

Shrub: A woody plant of relatively low height, distinguished from a tree by usually having several stems rather than a single trunk.

Trimming: The cutting of grass and weeds in areas that are inaccessible to mowers due to obstacles.

Weed: Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, plantain, knot weed, black medic, and volunteer trees are also considered weeds. Grass in plant, rock and shrub beds, cracks in sidewalks, streets and parking lots is also a weed.

4. Mowing Specifics

- 4.1 Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- 4.2 All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along ~~medians~~ and roadway edges.
- 4.3 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.
- 4.4 All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- 4.5 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.
- 4.6 Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- 4.7 Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- 4.8 Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- 4.9 Grass shall not be mowed lower than three (3) inches in height. Cut heights should be set to remove half (1/2) of the blade height, not to exceed three quarter (3/4) of the blade height, with an average maintained height of three (3) to four (4) inches.
- 4.10 Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the City or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

5. Mowing Frequencies

- 5.1 Grass shall be mowed thirty-two (32) times annually based on a frequency of three (3) times per month, in the months of March through October and two (2) times per month, in the months of November through February. The Public Works Department may change this schedule based on weather conditions.
- 5.2 In the months which mowing occurs two (2) times per month, such mowing shall occur on the fifteenth (15th) day and thirtieth (30th) day of the month. Contractor shall be given three (3) days to complete the work.
- 5.3 In the months which mowing occurs three (3) times per month, such mowing shall occur on the tenth (10th) day, twentieth (20th) day and thirtieth (30th) day of the month. Contractor shall be given three (3) days to complete the work.
- 5.4 Dog Parks shall be mowed only on Tuesdays three (3) times per month in the summer months of March through October and two (2) times in the months of November through February.

6. Trimming and Edging

6.1 Trimming

Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by fish line, cutting hand or hand powered shears or rotary nylon machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, ~~element medians~~ ~~element medians~~. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

6.2 Edging

Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, such as road curbs, and drives as well as irrigation and electrical valve boxes, enclosed areas such as scoreboard electrical boxes, generator enclosures, and dumpster areas will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by City designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. 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. Chemical edging shall **not** be used unless approved by City. Any use of chemical edging will be considered by City on a case by case basis.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

7. Trimming and Edging Frequencies

7.1 Level 1 (St. Augustine)

Edging and trimming shall be done every time area is mowed.

7.2 Level 2 (Bahia)

Edging and trimming shall be done every other time area is mowed.

8. Weed Control

- 8.1 Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flower beds on the same frequency as edging and trimming. Invasive weeds are to be removed from all locations, manually pulled at every mowing and bed maintenance.
- 8.2 Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines and ~~cement noses of concrete medians~~ with every mowing.
- 8.3 Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.

9. Turf Fertilization

Fertilization for all turf areas should be completed so as to provide one (1) pound of actual nitrogen per square feet of lawn area, for each application specified:

9.1 St. Augustine Turf Fertilization

St. Augustine turf fertilization, utilizing Lesco 16-4-8 or equivalent shall follow the schedule attached herein as Exhibit "B".

9.2 St. Augustine Weed Control

St. Augustine weed control utilizing Atrazine or equivalent shall follow the schedule attached herein as Exhibit "B".

9.3 Fire Ant Control

Fire ant control for all categories shall be done in accordance with the schedule attached herein as Exhibit "B".

9.4 Disease Control

Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed.

10. Shrub and Hedge Care

Shrubs shall be maintained in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by City designee.

Contractor shall prune all shrubs and hedges including, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times minimum one time per month. All ornamental grasses are trimmed once a year in late winter to early spring. Dead portions of the ornamental grasses shall be removed monthly.

All pruning will be accomplished in accordance with standard industry practices using the appropriate pruning tools for the task at hand. Machetes and axes shall not be used in pruning operations.

11. Shrub and Groundcover Fertilization

Shrub and groundcover fertilization shall be fertilized in accordance with the schedule attached hereto as Exhibit "B", utilizing Lesco 8-10-10 mixture with microelements or equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area.

12. Mulch

Mulch shall be added to all planting beds two (2) times per year except along greenways which

shall be mulched one (1) time per year in accordance with the schedule attached hereto as Exhibit "B". Mulch shall be a minimum of three (3) inches thick after application. However, no mulch shall be placed around the immediate base of shrub stems or trees. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch.

13. Tree Care

All tree work shall be supervised by an International Society of Arboriculture (ISA) or National Arborist Association (NAA) certified arborist. All work shall be performed in accordance with guidelines set forth in the latest editions of ANSI Z133.1 and ANSI A 300 (Safety and Pruning Standards) as published by the American National Standards Institute. Under all circumstances, this work should be performed so as to ensure the highest possible value for each tree is maintained, based on the International Society of Arboriculture (ISA) Standard Valuation Guidelines. Other Standards of practice as published by the United States Department of Agriculture, Florida Department of Agriculture and Consumer Services - Division of Forestry, and/or University of Florida/Florida Cooperative Extension Service - Institute of Food and Agriculture Sciences, may be referenced when local conditions are not specifically addressed by the NAA or ISA guidelines. All persons performing tree work within the City shall possess a valid Broward County issued Tree Trimmers License. Mulch shall not be placed closer than five (5) inches from the base of trees or palms.

13.1 Palm Trees

Dead fronds from palm trees shall be removed from the ground as they fall. Palms tree shall be trimmed per A.N.S.I. standards once per year beginning May 1st and shall be completed by June 30th. All loose boots shall be removed from Sabal palms. Royals and Bismarck's should be trimmed quarterly in accordance with ANSI standards. All berries and pods shall be removed from palm trees during monthly hedge trimming and bed maintenance.

13.2 Shade Trees

Shade Trees shall be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least eight (8) feet at all times. Trees in medians and swales shall be trimmed back so as to avoid contact with adjacent vehicular traffic. All damaged, dead or diseased limbs resulting from weather or pests shall be removed immediately.

13.3 Accent Trees

Accent Trees such as Cattley, Simpson Stopper, Guava, Ligustrum and Oleander Standards, etc. shall be pruned by thinning to maintain shape of tree every other month.

13.4 Debris

All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a fee of two hundred dollars (\$200.00) per day, as long as debris remains. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this agreement, and agree that two hundred dollars (\$200.00) per day is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

14. Tree Fertilization

14.1 Shade Tree Fertilization

Shade trees (up to 3" caliper) shall be fertilized in accordance with the schedule attached herein as Exhibit "B" utilizing Lesco 8-10-10 mixture complete fertilizer with microelements or equivalent, at a rate of one (1) pound per caliper inch of trunk diameter at breast height

(DBH).

14.2 Palm Tree Fertilization

Palms shall be fertilized in accordance with the schedule attached herein as Exhibit "D" utilizing Lesco 13-3-13 fertilizer containing microelements or equivalent at the rate of one (1) to five (5) pounds per palm, dependent on the trunk diameter, generally one-half (1/2) pounds per inch of trunk diameter.

15. Litter and Debris Control

15.1 Standard Services

15.1.1 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.

15.1.2 Litter is to be removed entirely from the sites and disposed of in accordance with City of Coconut Creek Ordinances at Contractor's expense (no dumping on City property shall be permitted).

15.1.3 The City reserves the right to maintain ownership of all shrub and tree trimmings, for mulch cultivation services. The Contractor shall be required to deliver said trimmings to the Public Works Department only if requested by the Landscaping Division, as part of services.

15.1.4 The City retains the right to request debris removal upon a finding by City staff that such services are necessary.

15.2 Storm and Hurricane Debris Removal

15.1.1 The Contractor shall make available to the City upon request, up to two (2) three (3)-man crews, including required equipment, for vegetative debris removal and/or the re-standing of trees when possible. These services shall be performed following significant weather events, at the City's discretion.

15.1.2 The Contractor shall make these services available to the City within twelve (12) hours, whereby the City maintains the right of refusal. In the event the City relinquishes this service, the City may later request such service upon reevaluation by City staff.

16. Chemical Pest Control

16.1 Turf Insect Control

Turf insect control shall be for specific insects identified by Contractor or City staff as problematic and treated on an as needed basis upon City authorization. Fire ant control shall be as defined in Section 7.3 above.

16.2 Shrub, Tree, Groundcover Insect Control

Shrub, tree and groundcover insect control shall be for specific insects identified by City staff as problematic and treated as needed upon City authorization. Some specific insects to be controlled are aphids, scale and grasshoppers.

16.3 General Use of Chemicals

- 16.3.1 All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
- 16.3.2 SDS sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of this Agreement. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee.
- 16.3.3 Chemicals shall only be applied by or under the supervision of those persons processing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations.
- 16.3.4 Records must be kept and retained (with copies provided to the City in application report) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- 16.3.5 Chemicals shall be applied when air current are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- 16.3.6 Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced at Contractor's expense.

17. Additional Services

17.1 Sod Replacement

Contractor will replace and/or install sod for the City on an as-needed basis. Sod will be priced per square foot of sod and will include grading and installation.

17.2 Mowing

On occasion City may request Contractor to provide an additional mowing and/or bush hogging for a special event or other purpose. Any additional mowing and/or bush hogging shall be in accordance with the specifications above and shall be priced per acre.

17.3 Tree Removals

Contractor will supply labor and equipment for removal and disposal of trees as needed. Rate will be per tree removed. Three (3) size rates shall be provided, one for trees up to 15' in height, trees between 15' and 30' in height, and trees larger than 30' in height. All removals shall include stump grinding or stump removal where appropriate (as determined by City).

17.4 Tree Trimming/Shaping

Contractor shall trim and shape shade and palm trees in accordance with ANSI 300 standards and on an as needed basis as determined by City. Pricing shall be in four (4) categories: trees up to 10' canopy spread, trees between 10' and 25' canopy spread, trees greater than 25' canopy spread, and all palm trees.

17.5 Tree Standing

Upon request of City, Contractor shall re-stand, including guying and staking, any trees that are leaning or have fallen and are considered to be savable.

17.6 Additional Fertilization

Contractor shall apply additional fertilization to areas determined in need by the City. Price shall be per square foot of area fertilized.

17.7 Additional Pest Control

Contractor shall perform additional pest control to areas determined in need by the City. Price shall be per square foot of application area.

17.8 Additional Mulch

Contractor shall provide and install additional mulch to areas determined to be in need by City. When requested, mulch shall meet the same requirements as Section 10. above and shall be priced per cubic yard.

17.9 Storm and Debris Clean-Up

Debris shall be removed within the landscape maintenance areas described in Exhibit "A" after major storm events, including but not limited to hurricanes, tornados, etc. at the City's request, on a per cubic yard rate.

17.10 Irrigation Maintenance

Vendor shall perform maintenance to City irrigation system including but not limited to mainlines, valves, laterals, and sprinkler heads on an as needed basis. Vendor shall be paid on a per hour basis for each irrigation worker and a percentage markup for materials.

17.11 Hedging

A price for additional hedging shall be provided on a linear foot basis.

17.12 Plant Installation

Vendor shall provide a three person crew for plant installation projects on an hour basis per worker.

17.13 Weed Spraying

Vendor shall provide weed spraying on an hourly basis.

18. Temporary Assumption of Landscape Contract Responsibilities

In the event that the current awarded vendor's landscape maintenance services contract for primary medians and public rights-of-ways with the City is cancelled, terminated, or otherwise ceases to be in effect due to breach, performance issues, or any other reason, Vendor agrees to assume responsibility for the fulfillment of the City's entire landscape contract. Such assumption shall be made on a temporary basis and shall be performed in accordance with the terms, conditions, and prices outlined in the existing contract. This temporary assumption of responsibilities shall continue until the City secures a new contract for the required landscape services. The Contractor acknowledges and agrees to comply fully with all specifications and obligations of the original contract during this interim period. Additionally, the Contractor agrees to negotiate in good faith to provide any additional services that may be required by the City during this interim period, subject to mutually agreed terms and pricing.