

**RESOLUTION NO. 45-06-19**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SECOND ONE YEAR CONTRACT EXTENSION WITH TERRACON SERVICES, INC FOR LANDSCAPE MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on June 01, 2015, the Town of Lake Park's Community Redevelopment Agency ("CRA") approved a three year contract with Terracon Services, Inc. (Terracon) to provide Landscape Maintenance services within the CRA; and

**WHEREAS**, the term of the contract began October 01, 2015; and

**WHEREAS**, on June 6, 2018, the first of two optional one year contract extensions was approved and

**WHEREAS**, the amended contract expires on September 30, 2019 and

**WHEREAS**, the contract provides that the CRA may approve one additional one-year extension and

**WHEREAS**, Terracon has provided Landscape Maintenance services to the CRA in a satisfactory manner since October 01, 2015; and

**WHEREAS**, the CRA has agreed to exercise the second, one year extension to the contract and Terracon is willing and able to provide the Landscape Maintenance services for the same terms and pricing as set forth in the original contract for the period from October 01, 2019 through September 30, 2020; and

**WHEREAS**, the CRA Executive Director recommends that the CRA Board approve the second one-year extension of the contract with Terracon beginning October 01, 2019 and ending September 30, 2020 for Landscape Maintenance services.

**NOW, THEREFORE BE IT RESOLVED** by the Community Redevelopment Agency of the Town of Lake Park, Florida

**Section 1:** The CRA hereby approves Amendment 02 extending the term of the contract with Terracon for Landscape Maintenance services for the fiscal year 2019-20.

**Section 2:** The CRA hereby authorizes the Executive Director of the CRA to execute Amendment 02 to the contract with Terracon.

**Section 3:** The Executive Director of the CRA is directed to present to the CRA sufficient funds for the extension of the contract with Terracon for Landscape Maintenance services during fiscal year 2019-20.

**Section 4:** Following the approval of the CRA's 2019-2020 fiscal year budget, the CRA Executive Director is authorized to execute the necessary Purchase Order to pay Terracon during fiscal year 2019-2020. The Town Manager acting as the CRA Executive Director is authorized to execute the necessary Purchase Order to Terracon Services, Inc. upon budget approval for fiscal year 2019-2020.

**Section 5:** This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Vice-Chair Glas-Castro who moved its adoption. The motion was seconded by Board Member Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u>   </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>   </u>
BOARD MEMBER ERIN FLAHERTY	<u>/</u>	<u>   </u>
BOARD MEMBER JOHN LINDEN	<u>/</u>	<u>   </u>
BOARD MEMBER ROGER MICHAUD	<u>Absent</u>	<u>   </u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u>/</u>	<u>   </u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	<u>   </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 45-06-19 duly passed and adopted this 5 day of June, 2019.

TOWN OF LAKE PARK, FLORIDA  
BY: [Signature]  
MICHAEL O'ROURKE  
CHAIR

ATTEST:

[Signature]  
VIVIAN MENDEZ  
AGENCY CLERK  
TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:  
BY: [Signature]  
THOMAS J. BAIRD  
AGENCY ATTORNEY

**AMENDMENT 02 TO THE AGREEMENT  
WITH  
TERRACON SERVICES, INC.**

THIS AMENDMENT NO. 02 is made an entered into on this 5<sup>th</sup> day of June, 2019 by and between the Lake Park Community Redevelopment Agency (hereafter referred to as "CRA") and Terracon Services, Inc. (hereafter referred to as "Terracon").

WHEREAS, on June 01, 2015 the CRA approved execution of an Agreement with Terracon under Town Bid No. 102-2015 "A", CRA Downtown Landscape Maintenance; and

WHEREAS, on June 06, 2018, the agreement was amended to exercise the first of two, one-year extensions, and

WHEREAS, the amended Agreement expires on September 30, 2019 with an option to renew for one additional one-year extension, and

WHEREAS, the CRA and Terracon have mutually agreed to extend the Agreement for the additional second and final year; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the CRA and Terracon agree as follows:

1. The Agreement is renewed for one additional year effective October 01, 2019, and shall expire September 30, 2020.
2. All terms, covenants, and conditions of the Agreement shall remain in full force and effect, except to the extent herein amended.
3. The CRA's estimated expenditure under this Agreement, shall be \$93,493.72 which includes a \$10,000 contingency.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 02 to the Agreement on the date hereinabove first written.

TOWN OF LAKE PARK,  
COMMUNITY DEVELOPMENT AGENCY  
*John O. D'Agostino - Terracon*  
By: ACTING TOWN MANAGER  
*J. O. D'Agostino*  
John O. D'Agostino, Executive Director

ATTEST:

By: *Vivian Mendez*  
Vivian Mendez, CMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
By: *Thomas Baird*  
Thomas Baird, Attorney for the  
CRA



4/3/2019

Town of Lake Park  
Attn: Richard Scherle  
535 Park Ave  
Lake Park, FL 33403

Re: Letter of Intent to Renew

Dear Mr. Scherle,

Please allow this letter to serve as Terracon Services, Inc's intent to renew our maintenance contract with Town of Lake Park Public Works for one (1) additional year. If you should need any other documentation, please let me know.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Baglia". The signature is written in a cursive, flowing style.

Joseph Baglia  
President  
Terracon Services, Inc.

**AMENDMENT 01 TO THE AGREEMENT  
WITH  
TERRACON SERVICES, INC.**

THIS AMENDMENT NO. 01 is made and entered into on this \_\_\_\_ day of June, 2018 by and between the Lake Park Community Redevelopment Agency (hereafter referred to as "CRA") and Terracon Services, Inc. (hereafter referred to as "Terracon").

WHEREAS, on June 01, 2015 the CRA approved execution of an Agreement with Terracon under Town Bid No. 102-2015 "A", CRA Downtown Landscape Maintenance; and

WHEREAS, the Agreement expires on September 30, 2018 with an option to renew for two one-year extensions; and


WHEREAS, the CRA and Terracon have mutually agreed to renew the Agreement for one additional year; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the CRA and Terracon agree as follows:

1. The Agreement is renewed for one additional year effective October 01, 2018, and shall expire September 30, 2019.
2. All terms, covenants, and conditions of the Agreement shall remain in full force and effect, except to the extent herein amended.
3. The CRA's estimated expenditure under this Agreement, shall be \$93,493.72 which includes a \$10,000 contingency.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 to the Agreement on the date hereinabove first written.

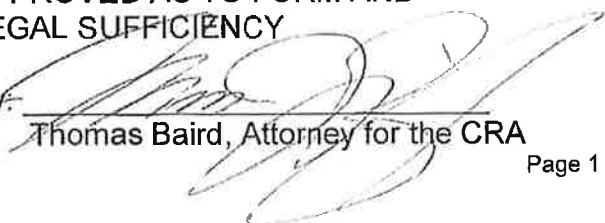
TOWN OF LAKE PARK  
COMMUNITY DEVELOPMENT AGENCY

By:   
John O. D'Agostino, Executive Director

ATTEST:

By:   
Vivian Mendez, CMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Thomas Baird, Attorney for the CRA

The foregoing Resolution was offered by Board Member Flaherty who moved its adoption. The motion was seconded by Board Member Lynch and upon being put to a roll call vote, the vote was as follows:

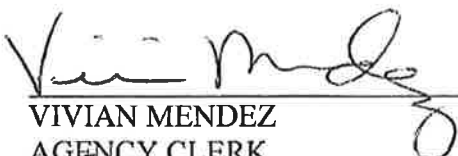
	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
BOARD MEMBER ERIN FLAHERTY	<u>/</u>	<u>—</u>
BOARD MEMBER ANNE LYNCH	<u>/</u>	<u>—</u>
BOARD MEMBER ROGER MICHAUD	<u>/</u>	<u>—</u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	<u>—</u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	<u>—</u>

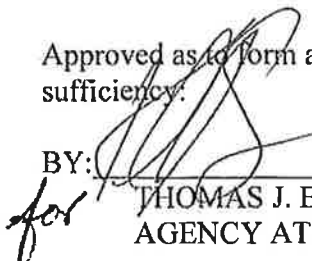
The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 27-06-18 duly passed and adopted this 6 day of June, 2018.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
CHAIR

ATTEST:

  
VIVIAN MENDEZ  
AGENCY CLERK  
TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:  
BY:   
for THOMAS J. BAIRD  
AGENCY ATTORNEY

vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to town;

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Vendor violates the ethical standards set forth in local, state, or federal law;

(7) Vendor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three- year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the Town.

(3) Placement of the vendor or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the Finance Director has determined there is cause to suspend or debar a vendor, the Finance Director shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

25. LIQUIDATED DAMAGES: Not Applicable

26. CONTRACT TERM

Each contract will be for a term of three (3) years with the option of two one-year extensions.

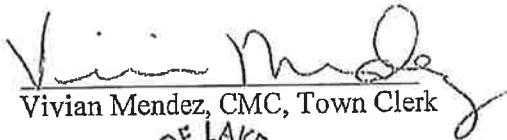
**Contract Agreement**  
**AGREEMENT BETWEEN LAKE PARK CRA AND CONTRACTOR**  
**CONTRACT "A"**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**TOWN OF LAKE PARK**  
**TOWN PROJECT #102-2015**

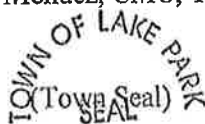
Upon execution by both parties, this Agreement shall serve as the Contract between the LAKE PARK COMMUNITY DEVELOPMENT AGENCY ("Owner") and Terracon Services, Inc. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Project No.102-2015. All terms, conditions, plans and specifications of No.102-2015, any Addenda, and contractor's accepted bid, dated 05/06/2015 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the CRA'S bid shall take precedence. The total contract amount shall be \$97,104.40 the first year, \$82,836.40 the second year and third years unless changed by amendment to the contract or quantity change.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake Park CRA through its BOARD, signing by and through its Chairman, authorized to execute same by BOARD action on the 1<sup>st</sup> day of June, 2015 and Joseph Baglia, Vice President, Terracon Services, Inc. authorized to execute same.

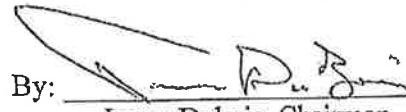
LAKE PARK CRA, through its BOARD

Attest:

  
Vivian Mendez, CMC, Town Clerk

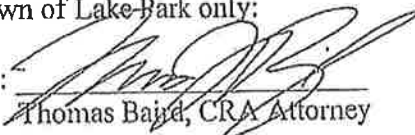


By:

  
James Dubois, Chairman  
5 day of August, 2015

Approved as <sup>FLORIDA</sup> valid and legality  
For the use of and reliance by the  
Town of Lake Park only:

By:

  
Thomas Bajnd, CRA Attorney

5<sup>th</sup> day of August, 2015



**CONTRACT "A"**  
**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**  
**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 102-2015**

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE \$
1.	Indemnification	Yr.	One	\$100.00
2.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52	<u>\$ 3,000.00</u>
3.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	42	<u>\$26,000.00</u>
4.	Operate and inspect irrigation system. Repair damages.	Per event	42	<u>\$ 8,000.00</u>
5.	Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work incl. plan approval*	Per Event	42	<u>\$ 2,000.00</u>
6.	Prune Ficus hedges; Maintain both sides and height at six feet maximum (unless otherwise noted).	2,768 l.f.	<u>\$ 200</u> (L.S.) times 8 events per year. **	<u>\$ 1,600.00</u>
7.	Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 l.f.	<u>\$ 200</u> (L.S.) times 2 events per year.	<u>\$ 400.00</u>
8.	Supply labor, equipment and materials to treat Ficus hedges with a liquid spray White Fly pesticide	14,000 s.f.	<u>\$ 600</u> (L.S.) 1event per year.	<u>\$ 600.00</u>
9.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer	35,757 s.f.	<u>\$ 280</u> (L.S.) times 2 events per yr.	<u>\$ 560.00</u>
10.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	L.S.	<u>\$ 300</u> (L.S.) times 2 events per yr.	<u>\$ 600.00</u>
11.	Supply labor, equipment, and material to fertilize palm trees with minimum of five micro-nutrient fertilizer spikes each	243 Trees	<u>\$ 2000</u> (L.S.) times 2 events per yr.	<u>\$ 4000.00</u>
*	Professionally prepared MOT plan will be required and approved prior to commencing work.			
**	May increase or decrease as needed			

BASE BID (cont.)				
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
12.	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas	Labor plus materials (Use \$3.40 per sq. ft. for material budget.)	\$1.00 (labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr.	\$12,328.80
13.	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget.)	\$1.00 (labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; one event per yr.	\$4,506.00
14.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year or the three year contract).	Each	\$45 times 33 trees per yr.	\$1,485.00
15.	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.)	Each	\$65 times 80 trees per yr.	\$5,200.00

NOTE: All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents. Bid items 7-11 require certified applicator (Incl. certifications on page 55).

TOTAL BASE BID ITEMS 1 THRU 15

SUB-TOTAL: \$ 74,787.00

ALTERNATE I --- BID ITEMS  
TOWN GREENE

ITEM #	ITEM DESCRIPTION (Alternate I)	UNIT	QUANTITY	TOTAL \$
1A.	Litter pick-up and disposal; Send monthly report to Public Works with invoice	Per event	52 \$45/wk.	\$2,340.00
2A.	Operate and inspect irrigation system. Repair damages.	Per event	52 \$70/wk.	\$3,640.00
3A.	Supply labor, equipment, and material to maintain turf areas and ornamental hedges.	Per event	30 \$200/event	\$6,000.00
4A.	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	21,430 s.f.	\$168 (L.S.) times 2 events per yr.	\$3,360.00
5A.	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer	708 l.f.	\$70 (L.S.) times 2 events per yr.	\$1,400.00

**SCHEDULE OF BID ITEMS (cont.)**

**NOTE:** All work to be performed as detailed in 'Specific Landscaping Duties-Frequency' in the "Scope of Work / Technical Specifications" section of the contract documents.

**TOTAL BID ITEMS 1A THRU 5A**

SUB-TOTAL: \$ 12,456.00

WRITTEN AMOUNT: \$ Twelve thousand Four hundred and Fifty six.

**TOTAL BID ITEMS: BASE BID + ALTERNATE I**

TOTAL: \$ 87,243.00

WRITTEN AMOUNT: \$ Eighty Seven thousand two hundred and forty three

The following Bid Items are for the First Year of the Contract Only! These costs will NOT be considered in the award process. However, the quote for the 'Initial Maintenance Event' must be representative of the unit prices submitted in the Schedule of Bid Items. Additionally, if the quote documents calls for unit prices, the quote may be rejected if the unit prices reflected on the Quote Form are in excess of or below the reasonable cost analysis values, or if lump sum, quotes may be rejected which are significantly greater or lesser than the estimate for the project.

**INITIAL MAINTENANCE EVENT**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL \$
1.	Mobilization and registration w/ Town	L.S.	One	\$ <u>200.00</u>
2.	Initial litter collection & disposal, turf cut, string trimming, edging, and power blow; Wet check CRA and Town Greene irrigation systems; Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulch all beds. All work to be performed as detailed in 'Specific Landscaping Duties' in the "Scope of Work / Technical Specification" section of the contract documents.	Job	One	\$ <u>14,068.00</u>
3.	Provide list of plant material and palm trees (with estimated costs for budgeting purposes) needed for future resets.	Job	One	\$ <u>600.00</u>

**TOTAL BID ITEMS 1 THRU 3**

TOTAL: \$ 14,868.00

WRITTEN AMOUNT: \$ Fourteen thousand Eight hundred and Sixty eight,

**SCHEDULE OF BID ITEMS (cont.)**

**BILL-OUT LABOR UNIT PRICES**

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/HR.	COMMENTS
1.	Irrigation Technician	Hourly	\$ 60 / Hr.	
2.	Landscape Foreman	Hourly	\$ 50 / Hr.	
3.	Grounds Maintenance worker	Hourly	\$ 35 / Hr.	
4.	Laborer	Hourly	\$ 35 / Hr.	
5.	Landscape Architect	Hourly	\$ — / Hr.	
6.	Arborist	Hourly	\$ 75 / Hr.	
7.	Fertilizer certified applicator	Hourly	\$ 60 / Hr.	
8.	Pesticide certified applicator	Hourly	\$ 75 / Hr.	
	Other	Hourly	\$ — / Hr.	

Submitted by: Joseph Baglia V.P.

Name of firm: TERRACON SERVICES INC.

Tel. # 561-743-1129

**Bid Due: 11:00a.m. May 13, 2015**

**Submit Bid To: Town Clerk, Town of Lake Park**

535 Park Avenue, Lake Park Fl. 33403

Bid to be submitted in sealed envelope clearly marked on the outside

Lake Park CRA Downtown Landscape Maintenance Bid Due 11:00 a.m. May 13, 2015".

**End of Schedule of Bid Items Contract "A"**