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# VILLAGE OF KEY BISCAYNE

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## Office of the Village Manager

*Village Council*  
Robert L. Vernon, *Mayor*  
Jorge E. Mendia, *Vice Mayor*  
Michael Davey  
Enrique Garcia  
Steve Liedman  
Thomas Thornton  
Patricia Weinman

*Village Manager*  
Jacqueline R. Menendez

**DT:** April 10, 2007

**TO:** Honorable Mayor and Council Members

**FR:** Jacqueline R. Menendez, Village Manager

**RE:** **FIELD MAINTENANCE AGREEMENT  
WITH VALLEYCREST LANDSCAPE  
MAINTENANCE, INC.**

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### RECOMMENDATION

It is recommended that the Village Council approve the resolution allowing the Village to enter into the attached agreement for field maintenance with Valleycrest Landscape Maintenance, Inc.

### BACKGROUND

Staff has determined that it would be in the Village's best interest to engage the services of Valleycrest to provide the field maintenance services previously performed by ProTurf, Inc.

ProTurf has advised the Village it will no longer be able to perform the services for which it was contracted on February 28, 2005. The firm was unresponsive for two weeks when the Village was notified that they were going out of business and had ceased performing the field maintenance duties. They have not been compensated for the period in which they did not provide services.

The Village immediately began to contact other municipalities to find a firm to resume the required services. Valleycrest was recommended by the Village of Pinecrest, City of Miramar, and the Town of Miami Lakes.

This agreement will be funded from the existing field maintenance line item appropriations within the Parks and Recreation Departments budget

**RESOLUTION NO. 2007-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING LANDSCAPE SERVICES AGREEMENT BETWEEN VALLEYCREST LANDSCAPE MAINTENANCE, INC., (“VALLEYCREST”) AND THE VILLAGE OF KEY BISCAYNE, PROVIDING FOR THE VILLAGE TO OBTAIN THE SERVICES OF VALLEYCREST FOR MAINTENANCE OF LANDSCAPING OF VILLAGE GREEN AND VILLAGE PLAYING FIELDS, INCLUDING PLAYING FIELD AT THE ST. AGNES CATHOLIC CHURCH AND PLAYING FIELD AT THE KEY BISCAYNE COMMUNITY SCHOOL; AUTHORIZING IMPLEMENTATION OF AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Manager has recommended that the firm of VALLEYCREST LANDSCAPE MAINTENANCE, INC., (THE “VALLEYCREST”) be utilized by the Village for the purpose of providing landscaping maintenance services at the Village Green and at playing fields utilized by the Village at the St. Agnes Catholic Church and Key Biscayne Community School as described herein; and

**WHEREAS**, the Village Council finds, upon advice from the Village Attorney, that the Village Council is authorized to waive competitive bidding for the landscape services pursuant to Section 2-85 of the Village Code, upon the Village Council hereby finding that it is impractical to apply competitive bidding procedures in light of the need to expeditiously proceed with a continuation of playing field landscape maintenance services resulting from the cessation of business activities by the Village’s former landscape maintenance service provider ; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Village Manager is hereby authorized to enter into the Landscape Services Agreement with VALLEYCREST, in substantially the form as attached hereto, and such Agreement is hereby approved, subject to approval of the Village Attorney as to form and legal sufficiency.

**Section 3. Specification of Funds.** That the fund amount and source for the services described herein are hereby authorized and approved as described in the Memorandum of the Village Manager which accompanies this Resolution.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this **10th** day of **April, 2007**.

\_\_\_\_\_  
MAYOR ROBERT L. VERNON

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

March 27, 2007

## LANDSCAPE MANAGEMENT AGREEMENT

Village of Key Biscayne  
Parks and Recreation  
10 Village Green Way  
Key Biscayne, FL 33149

### SECTION 1 -DEFINITION

The following Landscape Management Agreement establishes the standard for grounds maintenance for Village of Key Biscayne, Parks and Recreation located 10 Village Green Way, Key Biscayne, FL 33149. This standard outlines an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site. This Agreement shall be in effect for the period of April 1, 2007 to March 31, 2008, unless terminated pursuant to Section III. of the Terms and Conditions. At the expiration of the term, this Agreement may be renewed by mutual written agreement.

The prices stated under this Agreement are binding unless Owner/Client fails to accept this Agreement within 30 days from the date on which it was submitted by Contractor.

### SECTION 2 – CONTRACTOR’S PERSONNEL

2.1 ValleyCrest Landscape Maintenance, Inc. (“the Contractor”) shall designate a qualified representative with experience in the services being provided. This representative will be knowledgeable in horticulture, agronomy and landscape management.

The Contractor shall have properly trained personnel on site to ensure that all operations are performed safely and effectively.

All Contractor personnel shall be in uniform and look presentable at all times.

A representative of ValleyCrest Landscape Maintenance, Inc. shall be available for site walk-through’s with the property manager, and encourages this to be done on a monthly basis.

### SECTION 3 -SCOPE OF WORK

3.1 The Contractor shall provide all necessary labor, material, equipment, and fully-trained supervisory personnel to properly maintain all developed landscaped areas within the contract limits.

## **SECTION 4 -TURF MANAGEMENT**

### **4.1 GENERAL:**

- A. Turf shall be cut at a height of 3-4" as conditions dictate using a rotary-type mower. When Bermuda grass is used, a separate set of specs will be provided. Blades will be balanced and sharpened as needed.
- B. The total number of mowings in this agreement is 80.
- C. Clippings shall be removed from all paved and mulched surfaces after each mowing.
- D. Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand tools or mechanical devices to present a neat and manicured appearance.

### **4.2 EDGING:**

- A. All accessible curbing shall be edged using mechanical methods 80 times per year.
- B. All accessible concrete walks shall be edged using mechanical methods 80 times per year.
- C. All dirt and debris resulting from edging operations shall be removed from curbs, walks, driveways and patios.

## **SECTION 5 -SHRUB AND FORMAL HEDGE MANAGEMENT**

### **5.1 PRUNING:**

- A. All shrubs shall be pruned 12 times per year. Care shall be taken not to remove too much of the flowering surface branches when pruning. Pruning shall include the removal of wood that is dead, diseased or infested with insects. Suckers, shoots and irregular growth shall also be removed.

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- B. Hand-pruning shall be utilized as necessary for certain shrubs. All other pruning shall be performed by mechanical hedge trimmers.

### **5.2 WEED CONTROL:**

- A. Physical removal and post-emergent weed control such as Round-Up shall be

used in treating problem weed areas and weeds that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas.

- B. All paved areas, beds and tree rings shall be sprayed 12 times per year, to the contract to control weed populations.

## **SECTION 6 -LANDSCAPE TREE MANAGEMENT**

### **6.1 PRUNING:**

- A. All dead palm fronds up to 12' shall be removed as needed while the property is being pruned. All palms should be formally trimmed every year, and is a service that is strongly recommended by ValleyCrest Landscape Maintenance. This annual tree trimming will be at an additional cost to this agreement.
- B. Low hanging branches on trees shall be lifted to a height of 8', four times throughout the year.

## **SECTION 7 -FERTILIZATION**

### **7.1 TURF APPLICATIONS**

- A. All turf areas shall be fertilized 12 times per year with the proper blend for each season.
- B. Herbicides shall be added to the fertilizer for 1 application during the winter season to assist in the reduction of the weeds.
- C. Insecticide shall be added to the fertilizer for 1 application during the summer season to assist in the reduction of turf-damaging insects. This application does not prevent the presence of fire ants.

### **7.2 TREE/SHRUB APPLICATION**

- A. The fertilization program for trees and established shrub beds shall provide the proper blend of micro and macro-nutrients for each season. There will be 0 applications per year.
- B. Fertilizer shall be commercial grade, mixed granules or palletized fertilizer, with not less than 50% of the total nitrogen being slowly soluble.
- C. Material shall be applied in accordance with the manufacturer's recommendation and in compliance with the Environmental Protection Agency's regulations.

7.3 PALM APPLICATION:

- A. All palms shall be fertilized 0 times per year. The fertilizer blend applied shall include magnesium, manganese and micro-nutrients necessary for proper health and growth.

**SECTION 8-IRRIGATION**

8.1 IRRIGATION REPAIRS:

- A. The Irrigation system will be inspected 12 times with attention given to proper coverage and zone settings. All adjustments and cleaning of heads will be included in this inspection. Any necessary repairs or replacements will be tagged and brought to the attention of the property manager for their approval. Repairs that are performed by ValleyCrest Landscape Maintenance will be billed at \$45.00 per hour, plus parts.
- B. The Contractor is not responsible for damage they cause in situations where any components of the irrigation system have been improperly installed. Any other damage caused by the Contractor shall be repaired at no cost to Owner/Client.

**SECTION 9 – OTHER**

9.1 MULCH:

- A. Mulch shall be applied as directed by the property manager and billed separately.

9.2 SEASONAL COLOR:

- A. Seasonal color shall be installed, fertilized, maintained and billed separately at owner's request.

9.3 BIO-HAZARDS:

- A. Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps (needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

9.4 PRODUCT CONTROL & PEST CONTROL:

- A. Contractor shall be responsible for selecting control materials from a list of products approved for specific use by the US Environmental Protection Agency and affirmed for that use by the appropriate State or Tribal Government. Control products are approved on crop (plant species) and site (Residential Sports or Golf) specific bases. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval of effective control products have been cancelled by regulating authorities, the Contractor will not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, the Contractor will not be responsible for control or repair of damage caused by such uncontrollable pests.

9.5 ADDITIONAL ITEMS:

A. This package includes an agronomic plan designed for South Florida. Please see Exhibit A, which is a copy of the S. Florida Agronomic Plan 2007 for Bermuda Sports Turf, for a list of products and schedule.

B. The land upon which the services are to be provided includes the playing fields of Village Green Park, the Village playing fields at St. Agnes Church, and the Key Biscayne Community School.

C. Tree trimming is not part of this contract. There will not be an additional cost for tree trimming at any time of this contract unless such service requested and approved by the Village of Key Biscayne.

**SECTION 10 – PAYMENT**

- 10.1 PAYMENT: All labor, supplies and services necessary to accomplish the work outlined in this Agreement shall be provided for the sum of ninety four thousand eight hundred dollars (\$94,800.00) per year payable in 12 monthly installments of \$7,900 **beginning** April 1, 2007 **and ending** March 31, 2008. Additional charges shall apply only as expressly stated in the Agreement.

A service charge of 1% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 12%. Should it become necessary for ValleyCrest Landscape Maintenance, Inc. to pursue in court the collection of outstanding invoices by filing suit, Village of Key Biscayne, Parks and Recreation, agrees to pay reasonable attorney's fees, court costs, interest and reasonable expenses incurred in said litigation in the event that Contractor prevails in said litigation. If Village prevails in said litigation, Contractor shall pay Village's reasonable attorney's fees, court costs, interest and reasonable litigation expenses.

## GENERAL TERMS AND CONDITIONS

### I. **Contractor's Responsibility:**

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

#### A. **Work Force:**

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

#### B. **Materials:**

All materials shall conform to Village specifications. Contractor will meet all Agricultural licensing and reporting requirements.

#### C. **License and Permits:**

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

#### D. **Taxes:**

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

#### E. **Insurance:**

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner/Client, subject to approval of Village's Risk Manager, and shall name Village as additional insured for General Liability and Automobile Liability.

#### F. **Liability:**

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees. Contractor shall defend, indemnify and save Village harmless for any claim or liability which is caused by Contractor's negligence.

#### G. **Subcontracts:**

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

#### H. **Invoicing:**

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section 10 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed and shall first be authorized by Village.

## **II. Owner's/Client's Responsibility:**

### **A. Utilities:**

All utilities shall be provided by the Owner/Client.

### **B. Access to Jobsite:**

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

### **C. Payment:**

Owner/Client shall review invoices submitted by Contractor and payment shall be due 15 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 10 days written notice for nonpayment, after the payment is delinquent.

### **D. Notice of Defect:**

Owner/Client shall give Contractor at least 7 days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given.

## **III. Other Terms:**

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

## **IV. Termination:**

This Agreement may be terminated by the Owner/Client for non-performance by Contractor, upon thirty (30) days written notice. This Agreement may be terminated by Contractor for non-payment by Owner/Client, upon ten (10) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within ten (10) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, and diligently makes correction to Owner's satisfaction, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this Agreement is an average of the total charge for all work to be performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, through no fault or failure of Contractor, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination to the extent that Contractor

demonstrates to Village more substantial portions of the work for the year were performed in the early months of such year of the Agreement. Further, either party may terminate this Agreement with or without cause, upon sixty (60) days written notice to the other party.

I have read the foregoing proposal, including the terms and conditions, and hereby accept it on behalf of the Owner/Client.

**Client/Owner:**

**Contractor: ValleyCrest  
Landscape Maintenance, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
VCLM Branch Manager

Date:

Date:

**Attest:**

Village Clerk

**Approved as to Form and Legal Sufficiency:**

Village Attorney