



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

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## ARBORICULTURAL SERVICES

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City of Weston Request for Proposals No. 2017-12



CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES  
AGREEMENT DOCUMENT

City of Weston RFP No. 2017-12

# CITY OF WESTON, FLORIDA

RFP NO. 2017-12

## ARBORICULTURAL SERVICES

### INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT  
AMONG  
CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT  
AND  
All Florida Tree and Landscape, Inc.  
FOR  
ARBORICULTURAL SERVICES  
RFP NO. 2017-12

This Agreement is made and entered into the 3<sup>rd</sup> day of April, 2018 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District (collectively "CITY") and All Florida Tree and Landscape, Inc. ("CONTRACTOR") for Arboricultural Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

Exhibit A: Certificate of Insurance  
Exhibit B: Fee Schedule  
Exhibit C: Contractor's Sub-Contractors List  
Exhibit D: Transition Plan  
Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Arboricultural Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on February 20<sup>th</sup>, 2018, CITY adopted Resolution No. 2018-26, which ratified or altered the ranking of proposals for Arboricultural Services and authorized the appropriate City officials to execute an Agreement with the number one ranked proposer All Florida Tree and Landscape, Inc.; and

WHEREAS, City Commission has selected CONTRACTOR to perform Arboricultural Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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## SECTION 1

### TERM AND TERMINATION

#### 1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2023 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

#### 1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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## SECTION 2

### SCOPE OF WORK

#### 2.1 Intent

CONTRACTOR shall provide all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

#### 2.2 Level of Service

- A. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.
- B. Work will be completed on a job-by-job basis using the CITY's work order system. CONTRACTOR will be provided with the specifications of a job or a series of jobs, and shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted accordingly; however, it is anticipated that the CONTRACTOR will have work to perform within the CITY on a daily basis during normal business hours.

#### 2.3 Access to Trees

CONTRACTOR shall provide all necessary equipment and vehicles to gain access to perform the services as outlined in this RFP including but not limited to equipment to access from: the road-side of the berms; the back (non-road-side) of the berms; canals and lakes for limited specific cases for trees only accessible by boat; heights more than sixty-five (65) feet that may require crane bucket equipment.

#### 2.3 Weston Public Tree Inventory

Table 2.3, Weston Public Tree Inventory, is an October 2016 inventory of the trees on CITY owned rights-of-way and property. A map of the Public Tree Inventory can be viewed by clicking [here](http://arcg.is/0L1981) (<http://arcg.is/0L1981>). This inventory map and table is NOT 100% accurate and only represents an approximation and a snapshot in time when the data was collected.

It shall be the CONTRACTOR's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the CONTRACTOR's failure to do so.



**Table 2.3 - Weston Public Tree Inventory**

<b>Botanical Name</b>	<b>Inventory Amount</b>	<b>Percentage of Inventory</b>
Ficus benjamina	4941	14.3%
Quercus virginiana	3472	10.0%
Roystonea elata	2935	8.5%
Callistemon viminalis	2556	7.4%
Sabal palmetto	1961	5.7%
Ligustrum japonicum	1922	5.6%
Swietenia mahogani	1584	4.6%
Livistona chinensis	1511	4.4%
Syagrus romanzoffiana	1418	4.1%
Ptychosperma elegans	1338	3.9%
Calophyllum brasiliense	1042	3.0%
Wodyetia bifurcata	1042	3.0%
Lagerstroemia indica	913	2.6%
Washingtonia robusta	837	2.4%
Ficus microcarpa nitida	577	1.7%
Conocarpus erectus	571	1.7%
Bursera simaruba	565	1.6%
Magnolia grandiflora	443	1.3%
Bucida buceras	353	1.0%
Syzygium cumini	343	1.0%
Phoenix roebelenii	326	0.9%
Clusia rosea	288	0.8%
Unknown/Other	246	0.7%

Hyophorbe lagenicaulis	239	0.7%
Phoenix reclinata	230	0.7%
Pongamia	223	0.6%
Tabebuia heterophylla	179	0.5%
Cocos nucifera	176	0.5%
Krugiodendron ferreum	170	0.5%
Ficus variegata	145	0.4%
Coccoloba diversifolia	126	0.4%
Magnolia grandiflora Little Gem	116	0.3%
Taxodium distichum	105	0.3%
Jatropha integerrima	103	0.3%
Quercus laurifolia	102	0.3%
Cassia	95	0.3%
Dyopsis lutescens	84	0.2%
Cassia fistula	80	0.2%
Lagerstroemia speciosa	77	0.2%
Acoelorrhaphe wrightii	65	0.2%
Ilex cassine	58	0.2%
Pinus elliottii	58	0.2%
Adonidia merrilli	55	0.2%
Delonix regia	52	0.2%
Tabebuia aurea	52	0.2%
Celtis laevigata	50	0.1%
Ilex x attenuata	50	0.1%
Bismarckia nobilis	41	0.1%

Myrcianthes fragrans	41	0.1%
Thrinax radiata	41	0.1%
Duranta	39	0.1%
Nerium oleander	38	0.1%
Phoenix canariensis	37	0.1%
Phoenix dactylifera	37	0.1%
Cupaniopsis anacardioides	36	0.1%
Peltophorum pterocarpum	32	0.1%
Polyalthia longifolia	30	0.1%
Psidium cattleianum	29	0.1%
Tamarindus indica	26	0.1%
Caryota mitis	24	0.1%
Filicium decipiens	24	0.1%
Acer rubrum	22	0.1%
Lysiloma sabicu	19	0.1%
Morella cerifera	16	0.0%
Cassia javanica	15	0.0%
Acacia auriculaeformis	11	0.0%
Bauhinia x blakeana	11	0.0%
Eugenia foetida	11	0.0%
Dalbergia sissoo	10	0.0%
Bischofia javanica	8	0.0%
Callistemon citrinus	8	0.0%
Hibiscus	8	0.0%
Litchi chinensis	8	0.0%

Annona glabra	7	0.0%
Chrysophyllum oliviforme	7	0.0%
Ficus aurea	7	0.0%
Chamaerops humilis	6	0.0%
Mastichodendron foetidissium	6	0.0%
Pandanus utilis	6	0.0%
Tabebuia bahamensis	6	0.0%
Adansonia digitata	5	0.0%
Chamaedorea	5	0.0%
Guapira discolor	5	0.0%
Dracaena	4	0.0%
Coccoloba uvifera	3	0.0%
Persea borbonia	3	0.0%
Phoenix sylvestris	3	0.0%
Ravenala madagascariensis	3	0.0%
Bucida molinetii	2	0.0%
Corypha utan	2	0.0%
Magnolia x soulangiana	2	0.0%
Butia capitata	1	0.0%
Jasminum	1	0.0%
Pittosporum	1	0.0%
Rhizophora mangle	1	0.0%
Sapindus saponaria	1	0.0%
Schefflera actinophylla	1	0.0%
<b>Total</b>	<b>34584</b>	<b>100.0%</b>

## SECTION 3

### STANDARDS OF WORK

#### 3.1 Intent

CONTRACTOR agrees that all operations performed under this contract shall comply with all applicable federal, state, and local regulations for this occupation and this type of work. Specifically, but not exclusively, work shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, and the American National Standards Institute (ANSI) A-300 Standards for Maintenance of Trees and Woody Plants, and Z-133.1 – 1994 Safety Requirements, or most current editions. In addition, all work must also comply with the City of Weston's Code of Ordinances Chapter 122: Tree Preservation. In some instances, it will be necessary to gain access to the work area via johnboat or similar conveyance.

Generally, pruning is performed to reduce the potential for insect/disease problems of trees by removing dead, dying, or broken limbs and by correcting poor growth habits of trees. The work involves raising the clearance under trees to eight feet over walkways, 16 feet over roadways, and three feet from structures. Pruning also includes the removal of basal sucker growth from the tree trunk and root crown to reduce the poor appearance of stressed trees. No more than 25% or the current ANSI-300 canopy reduction standards of a tree's canopy/foilage shall be removed within an annual growing season. Each specific type of pruning that shall be required as part of the work under this contract is outlined in more detail in the specifications listed below.

In general, the pruning of palms shall include removing all dead, dying, or broken fronds, removal of fruit and seed pods, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. More requirements on palm pruning are included in the specifications listed below.

Specifications for the work shall include the following:

- A. **Hardwood Trees** – Refers to any dicot or conifer trees, either deciduous or evergreen, with one or more woody stem(s) or trunk(s), which naturally develops the diameter and height characteristics of a particular species, usually more than one and one half inches in trunk diameter and 12 feet in height at maturity.
- B. **Ficus Trees** – Refers to any species of ficus tree. There exists a large quantity of ficus trees growing in long rows with tight spacing characteristics. The CONTRACTOR shall achieve a three-year pruning cycle on ficus trees alone.
- C. **Palms** – Refers to any monocot plant having fronds with parallel veination and a tightly held trunk surface. Royal Palms trimmed twice per year.
- D. **Routine/Scheduled Work** – Refers to tree removal or maintenance work that does not constitute an emergency or hazardous situation, and is generally given to, and agreed

to, between the CONTRACTOR and the CITY on a regular basis. Routine work hours are generally between 7:00 A.M. to 7:00 P.M. Monday through Friday, except holidays.

- E. **Emergency Work Only** – Refers to an emergency call out situation, typically not during normal business hours including, but not limited to nights, weekends, after a storm event or a vehicle accident, which requires a more immediate response for tree removal or maintenance work than routine or scheduled work. CONTRACTOR shall respond to these types of requests from the CITY in less than two hours from the time in which the request is received. Emergency work hours are generally those times outside of the routine work hours stated herein.
- F. **Hazard Tree Pruning** – Pruning of trees or palms with immediate hazardous limbs or fronds (broken, diseased, or dangerous) which may arise during an emergency situation, such as a storm or vehicle accident. The branches or fronds are usually three inches in diameter or larger, and pose an immediate safety hazard to the public.
- G. **Crown Cleaning, Thinning, and Clearance Pruning** – Pruning of limbs throughout the tree canopy to remove dead, diseased, and broken branches, repair stub cut branches, remove sprouts from limbs, and clean out problematic limbs from the canopy. Pruning of branches throughout the entire tree canopy to allow greater light penetration through the canopy and to reduce the amount of branching in the canopy. This work should not reduce the overall size of the canopy. Pruning of lower limbs of trees that are growing over a sidewalk or roadway, or limbs that are growing into a structure (building, street light, sign, etc.). Trees shall generally be pruned to achieve an eight foot clearance over sidewalks, a 16 foot clearance over roadways, and a minimum of three foot clearance from structures.
- H. **Structural Pruning, Limb/Crown Reduction, and Restoration Pruning** – Pruning of limbs throughout the tree canopy to reduce the crossing limbs or to correct poor growth habits, such as multiple leaders on main stems and sharp angle branch junctures. This is usually necessary on trees that have not had any structural pruning done on them previously, or any training on them while the trees were still young. Pruning of limbs which are outside the average canopy size, or natural form, of the tree and to subordinate competing co-dominant leaders. Pruning of primary limbs to reduce the overall size and/or height of a tree to better fit its location. (Note: this type of pruning can only be performed on trees that are over 30 feet in height). This work shall also include restoration pruning for trees that have been previously hat raked, damaged from storms, or having injured branches from other causes, which may have resulted in high sprout growth in the canopy. Work should result in a better-balanced canopy and future growth of remaining limbs that will fill in and become a more natural growth habit for that tree species. Branches removed can be any size.



- I. **Small Tree Pruning, Training and Clearance Pruning** – Pruning of dead limbs, broken limbs, and crossing limbs throughout the tree canopy in order to improve overall health and reduce structural problems in future growth. Pruning to subordinate multiple stems where necessary in order to leave the most dominant stem to become the main leader for the tree. In some instances, small trees in this category may also need pruning to provide clearance from adjacent sidewalks, roadways or structures, as specified in this section above.
- J. **Palm Pruning** - Pruning shall include removal of all dead, dying, or broken fronds, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. Fronds shall be cut close to the trunk with a sharp pruning saw or other arboricultural tools. Pruning shall also include removal of the inflorescence (flower spikes), remains of the inflorescence, young seed stalks, any remains of seed stalks, and/or the fruits. Inflorescence can be removed any time, but it is generally better to remove before seeds ripen, if possible. Palm pruning shall be done with tools that are cleaned between working on each palm in order to reduce the spread of any pest or disease problems that may be present on the palms within the CITY'S properties, either currently, or in the future, during the length of this contract.
- K. **Hazard Tree Removal** – Removal of trees or palms that are an immediate hazard to property, vehicular traffic, or pedestrians due to uprooting, damaged or leaning trunks, dead fallen limbs, or large broken branches, which may occur during an emergency situation, such as a storm or vehicle accident. This work includes the removal of the total tree or palm and must be done immediately to remove the hazard to the public. This may also include the complete removal of the stump at that time, if necessary, or if the stump can be left and stump grinded later, then it can remain.
- L. **Routine Tree Removal** – Removal of trees or palms that do not meet the specifications of the landscape which they are in, that are declining, severely damaged, or completely dead, or that may become hazards to property and pedestrians as they grow. This work shall include the complete removal of the canopy and trunk, leaving a stump cut as flush to the ground as possible. The CONTRACTOR shall not remove any tree or palm unless specifically directed by the CITY.
- M. **Stump Grinding** – Standard grinding shall include stump and all exposed roots to be ground six inches below surface of soil. Grinding debris shall be compacted into stump hole to two inches below surface soil. The impacted area shall be protected by a barrier until such time that the CITY can install sod or plant material over the area. Leftover grinding debris shall be hauled from the work location and lawfully disposed of at CONTRACTOR'S expense.
- N. **Chipped and Solid Wood Products** – CONTRACTOR shall haul and lawfully dispose of chipped and solid wood products generated by work under this Agreement at its own expense. Storage and/or disposal of chips and solids generated by work performed under this Agreement shall be permitted on CITY properties or within public rights-of-way at the ONLY if approved by the CITY and at no additional cost to the CITY.

- O. Trunks and Fronds** – CONTRACTOR shall haul and lawfully dispose of trunks and palm fronds generated by work performed under this Agreement at its own expense. Storage and/or disposal of trunks and palm fronds generated by work performed under this Agreement shall not be permitted on CITY properties or within public rights-of-way.
- P. Clean-up** – All debris generated by the work performed under this Agreement shall be cleaned up not later than two hours after completion of the work for each tree, palm, and/or stump, and CONTRACTOR shall not leave the work location until clean-up is achieved. The work location shall be left equal to or better than pre-work conditions. All debris shall be kept off private properties at all times.
- Q. Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) in accordance with the standards outlined in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) at all times. Pedestrian traffic may be prohibited when appropriate. Sufficient and proper safety devices, to include and not be limited to signage, flags, barricades and cones must be used to stage vehicles and equipment and to protect work sites on or near roadways.
- R. Utilities** – CONTRACTOR shall be solely responsible for obtaining the locations of underground utilities when performing work below grade, and for identifying overhead utilities when performing work above grade. CONTRACTOR shall not perform work within ten feet of any overhead utilities. All work performed under this contract shall also comply with all current Florida Power & Light guidelines and standards for tree trimming near their facilities.
- S. Schedule of Work** – At the beginning of each week, the CITY shall furnish to the CONTRACTOR a list of both priority and routine maintenance Work Orders to be considered for completion during the upcoming week. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the upcoming week for review by the CITY'S representative. Upon approval by the CITY'S representative, the schedule of work shall become final. In addition, the CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.
- T. Public Relations** – CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement and is of equal importance as the ability to competently trim trees. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements why specific trees are being pruned or removed, whether a replacement tree will be planted, or offer any other information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.
- U. Discovery and Notification** - If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

- V. **Tree Damage** – Observation of tree damage prior to the commencement of work shall immediately be reported to CITY. Tree damage caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to the City. If any tree is destroyed, disfigured or dies within two years as a result of CONTRACTOR'S negligence, willful act, or failure to follow specified standards, CONTRACTOR shall compensate CITY for replacement value of the destroyed tree in accordance with the City of Weston's Code of Ordinances Chapter 122: Tree Preservation, remove destroyed tree and grind the stump, all at no cost to CITY. Climbing irons, spurs or spikes shall not be used on any live tree or palm.
- W. **Property Damage** – Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. The placement of plywood or other methods, under truck tires entering and exiting City turf areas shall be employed by the CONTRACTOR to protect the swales and other turf areas. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.
- X. **Miscellaneous Dumping** – Upon request, the CITY may direct the CONTRACTOR to dispose of miscellaneous materials such as soil, rocks, tree stumps and other similar material. The CONTRACTOR shall provide the labor, equipment costs and the dump tickets for payment to the CONTRACTOR.

### 3.2 Work Order (Service Request) Completion Information Input

CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

### 3.3 Extra Work

CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

## SECTION 4

### STANDARDS OF CONTRACTOR

#### 4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY, and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

#### 4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business, and is a responsible CONTRACTOR.

#### 4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

#### 4.4 Experience

Proposers shall have a minimum of five (5) years of government experience in providing Arboricultural Services of a similar scope as those services desired by the City. Proposers shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida.

#### 4.5 Relationship Contact

CONTRACTOR will maintain at a minimum, one relationship contact for this contract who shall be based at a principal or branch location within Florida. The Relationship Contact will be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact will be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the CITY. The Relationship Contacts will use their experience and training to prevent, detect and control adverse conditions by physically inspecting the work site(s) regularly.



#### 4.6 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

#### 4.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

#### 4.8 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

#### 4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

#### 4.10 Adherence to City Policy

CONTRACTOR assigned to handle the Arboricultural Services for the CITY shall adhere to all CITY policies, procedures and protocols.

#### 4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

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## SECTION 5

### STANDARDS OF LABOR AND MATERIALS

#### 5.1 Labor

CONTRACTOR shall employ and provide a sufficient number of supervised staff to complete the duties stated within the Agreement with at least one being an ISA Certified Arborist, who must also be a Registered Arborist with the City of Weston.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. **Supervisor** – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the arboricultural services for the CONTRACTOR and be capable of directing all regular maintenance and additional arboricultural services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. **Employee/Independent Contractor or Sub-Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. All tree trimmers on site must hold a valid Broward County Class B Tree Trimmer license. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are obviously detrimental to the program.
- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.

- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **Chemicals** - The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all products used.
- H. **Damage** - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

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## SECTION 6

### STANDARDS OF INSURANCE

#### 6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

## 6.2 Specific Coverage

- A. **Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. **Commercial General Liability:** CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. **Business Automobile Liability:** CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. **Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. **Subcontractors:** Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. **Pollution Liability:** For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### 7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 or 100% of the total annual cost whichever is greater as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida resident agent.



## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
  9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
  10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 8

### GENERAL CONDITIONS

#### 8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

#### 8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

#### 8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 8.5 Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. **Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act** as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1<sup>st</sup> thereafter, CONTRACTOR shall receive an annual adjustment in the per hour or per unit rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

#### 8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

#### 8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

#### 8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

#### 8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

#### 8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

#### 8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

#### 8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

### 8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

#### 8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
  - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
  - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  - 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
  - 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.



C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



- D. **Policy of Non-Discrimination:** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. **Public Entity Crime Act:** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. **Third Party Beneficiaries:** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. **Notices:** Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

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CITY:

John R. Flint, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

CONTRACTOR:

All Florida Tree & Landscape, Inc.  
5855 NW 47 Place  
Coral Springs, Florida 33067

- H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

- I. **Materiality and Waiver of Breach:** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue:** Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. **Non-Appropriation of Funds:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

- W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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SECTION 9  
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of February, 2018; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON, through its City Commission

By: [Signature]  
Daniel J. Stermer, Mayor

ATTEST:

Patricia A. Bates  
Patricia A. Bates, MMC, City Clerk

2<sup>nd</sup> day of April, 2018

By: [Signature]  
John R. Flint, City Manager /CEO

3<sup>rd</sup> day of April, 2018

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: [Signature] in  
Jamie Alan Cole, City Attorney

2<sup>nd</sup> day of April, 2018

(CITY SEAL)

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.  
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

INDIAN TRACE DEVELOPMENT DISTRICT

By:   
Daniel J. Stermer, Chair

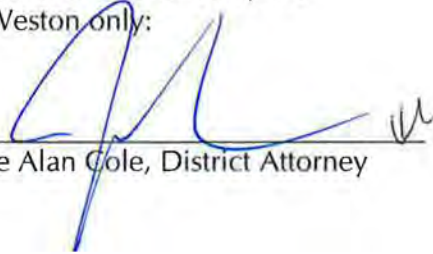
ATTEST:

  
Patricia A. Bates, MMC, District Clerk

2<sup>nd</sup> day of April, 2018

By:   
John R. Flint, District Manager /CEO

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By:   
Jamie Alan Cole, District Attorney

3<sup>rd</sup> day of April, 2018

(CITY SEAL)

2<sup>nd</sup> day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.  
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

BONAVENTURE DEVELOPMENT DISTRICT

By:   
Daniel J. Stermer, Chair

ATTEST:

  
Patricia A. Bates, MMC, District Clerk

2<sup>nd</sup> day of April, 2018

By:   
John R. Flint, District Manager /CEO

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By:   
Jamie Alan Cole, District Attorney

3<sup>rd</sup> day of April, 2018

(CITY SEAL)

2<sup>nd</sup> day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC FOR  
ARBORICULTURAL SERVICES RFP NO. 2017-12

Contractor: All Florida Tree and Landscape,  
Inc.

By: Alan Matherson

23 day of March, 2018

WITNESSES:

Mary Anne Wolfson

Signature

Mary Anne Wolfson

Print Name

Georgia Cid

Signature

Georgia Cid

Print Name



## SECTION 10

### EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A

CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Advanced Professional Insurance Ser 240 Lock Road  Deerfield Beach FL 33442		<b>CONTACT NAME:</b> Patty Ramsaroop <b>PHONE (A/C, No, Ext):</b> (954) 725-6112 <b>E-MAIL ADDRESS:</b> patty@apisus.com <b>FAX (A/C, No):</b> (954) 725-6115	
<b>INSURED</b> All Florida Tree & Landscape, Inc 5855 NW 47th Place  Coral Springs FL 33067		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SECURITY NATIONAL INSURANCE <b>INSURER B:</b> AGCS MARINE INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19879 22837	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	SES1527064	03/22/2017	03/22/2018
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y			
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			
B	Inland Marine - Contractors Equipment		MXI93074423	03/22/2017	03/22/2018	Scheduled equipment \$266320

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tree & Landscaping Company

City of Weston is included as additional insured on general liability policy as required by written contract. Insurance is primary and non-contributory. Waiver of subrogation applies in favor of City of Weston on General liability as required by written contract

**CERTIFICATE HOLDER****CANCELLATION**

City of Weston 17200 Royal Palm Blvd  Weston FL 33326	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> PARAGON RISK MANAGEMENT INC 203 CRYSTAL GROVE BLVD  LUTZ FL 33549		<b>CONTACT NAME:</b> NATHAN JENSEN <b>PHONE (A/C, No, Ext):</b> (813) 949-8636 <b>E-MAIL ADDRESS:</b> NATHAN@PARAGONRISK.COM <b>FAX (A/C, No):</b>
<b>INSURED</b> ALL FLORIDA TREE & LANDSCAPE INC 5855 NW 47TH PLACE CORAL SPRINGS FL 33067 FEIN: 050587287		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FWCJUA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 1803090011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6G448056	8/2/2017	8/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MINIMUM PREMIUM POLICY

## CERTIFICATE HOLDER

City of Weston  
17200 Royal Palm Blvd

Weston FL 33326  
Phone Number: (954) 385-2000

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Sharon A. Torrance*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER One Source Advisory 203 Crystal Grove Blvd  Lutz FL 33549  INSURED ALL FLORIDA TREE & LANDSCAPE INC 4436 SW HONEY TER  PALM CITY FL 34990-5668	CONTACT NAME: Nathan Jensen PHONE (A/C, No, Ext): (813) 949-8636 FAX (A/C, No): (813) 909-8743 E-MAIL ADDRESS: nathan@onesourceadvisory.com  INSURER(S) AFFORDING COVERAGE INSURER A: Owners Ins. Co. NAIC # 32700 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	---

## COVERAGES

CERTIFICATE NUMBER: 17-18 Certificate

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5135292400	8/22/2017	8/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Resolution #: 2017-20; RFP #: 2016-10 Mitigation Area Invasive Vegetation Management Service City of Weston is included as Additional Insured on Auto Liability Policy as required by written contract. Insurance is primary and non contributory. Waiver of subrogation applies in favor of the City of Weston on auto liability policy, required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Weston 17200 Royal Palm Blvd Weston, FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Nathan Jensen/NRJ
---	--

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## EXHIBIT B

### FEE SCHEDULE

CONTRACTOR offers the following fixed hourly rates in Table B-1 for the for all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

In accordance with pursuant accordance with Section 2- Scope of Work, 2.2 - Level of Service, CONTRACTOR shall note that the quantity of hours in Table B-1 are only an estimate only and no guarantee is expressed or implied as to the quantity of services.

**TABLE B-1**

Item #	Description	Rate (\$) / Hour	Estimated (Hours)	Total
1	Per Hour Rate for a <b>3-Person Crew</b> during routine hours includes labor, materials, equipment and maintenance of traffic.	\$165.00	400	\$ 66,000.00
2	Per Hour Rate for a <b>4-Person Crew</b> during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 220.00	600	\$ 132,000.00
3	Per Hour Rate for a <b>5-Person Crew</b> during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 275.00	4000	\$ 1,100,000.00
4	Per Hour Rate for a <b>3-Person Stump Grinding Crew</b> during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 210.00	80	\$ 16,800.00
5	Per Hour Rate for a <b>3-Person Crew</b> during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 247.50	20	\$ 4,950.00
6	Per Hour Rate for a <b>4-Person Crew</b> during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 330.00	20	\$ 6,600.00
7	Per Hour Rate for a <b>5-Person Crew</b> during emergency work hours	\$ 412.50	100	\$ 41,250.00
<b>Grand Total</b>				<b>\$1,367,600.00</b>

**EXHIBIT B  
(CONTINUED)**

**TABLE B-2**

The CONTRACTOR shall provide additional unit prices for the items stated in the Table B-2 below, for use as needed by the CITY.

<b>Item #</b>	<b>Description</b>	<b>Rate (\$) / Hour</b>
A	Per Hour Rate for a <b>1-Additional Person Crew</b> during routine hours	\$ 55.00
B	Per Hour Rate for a <b>1- Additional Person Crew</b> during emergency work hours	\$ 82.50
C	Per Hour Rate for <b>crane bucket services</b> for work beyond the reach of standard 65 ft bucket truck, includes all operator and crane equipment.	\$ 600.00
D	Per Hour Rate for <b>boat usage</b> , equipment only	\$ 100.00

**EXHIBIT C**  
**CONTRACTOR'S SUB-CONTRACTORS LIST**

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Rodney Dawkins	Provide labor
2		
3		
4		
5		
6		
7		
8		
9		

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EXHIBIT D  
TRANSITION PLAN

ATTACH TRANSITION PLAN



## EXHIBIT "D"

### TRANSITION PLAN

All Florida Tree & Landscape, Inc. will provide a continued emphasis on structural pruning and crown reduction as needed. We will also focus on prevention of any future weather related damages and diseases proactively.



**Bond No. 106793700**

**EXHIBIT E**

**PERFORMANCE & PAYMENT SECURITY**

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR (name and address)**

**SURETY (name & principal address):**

**All Florida Tree and Landscape, Inc.**

**Travelers Casualty and Surety Company of America**

**5855 N.W. 47 Place**

**One Tower Square**

**Coral Springs, FL**

**Hartford, CT**

**33607**

**06183**

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

**AGREEMENT**

**Date:**

**Amount:**

Services as needed. Not for a fixed amount.

**Description:** Arboricultural Services

**Location:** Citywide

**City of Weston RFP NO.** 2017-12

**BOND**

**Date (not earlier than Agreement Date):**

**Amount:** \$100,000.00 or 100% of the total annual cost (whichever is greater).

**Modifications to this Bond:** None **x** **See Page(s)** \_\_\_\_\_

EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

CONTRACTOR AS PRINCIPAL  
**All Florida Tree and Landscape, Inc.**

  
\_\_\_\_\_  
Signature

**Alan S. McPherson**  
\_\_\_\_\_  
Name

**President**  
\_\_\_\_\_  
Title

SURETY  
**Travelers Casualty and Surety Company of America**

  
\_\_\_\_\_  
Signature

**James C. Congello**  
\_\_\_\_\_  
Name

**Attorney-In-Fact**  
\_\_\_\_\_  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT  
**James C. Congello, Florida Resident Agent**

**1715 N. Westshore Blvd., Suite 920, Tampa, FL 33607**  
\_\_\_\_\_  
Address

**813-227-4306**  
\_\_\_\_\_  
Phone

**813-282-1940**  
\_\_\_\_\_  
Fax

## EXHIBIT E

### PERFORMANCE & PAYMENT SECURITY

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

## EXHIBIT E

### PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

## EXHIBIT E

### PERFORMANCE & PAYMENT SECURITY

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231761

Certificate No. 007107829

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James N. Congelio, James C. Congelio, and Lenita Wright

of the City of Maitland, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2017.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 26th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2018-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDING RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in the Fiscal Year 2018, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-of-Way Funds and General Fund/Parks & Recreations/Park Services; and

WHEREAS, Fourth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Arboricultural Services, RFP No. 2017-12 (the "Proposal"); and

WHEREAS, Fifth, the City prepared the Proposal, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer's financial ability to perform the services described in the Agreement; 2) qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this Proposal and Agreement; 3) the proposer's estimated cost based on Exhibit "B" – Fee Schedule; 4) the proposer's shall have a minimum of five years of experience in providing Arboricultural Services of a similar scope as those services desired by the CITY and shall have been in continuous operation for a minimum of the past five years from the date that the RFP was issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida; and

WHEREAS, Sixth, in compliance with Chapter 32 of the City Code, beginning on December 27, 2017, the Proposal was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and Proposal documents were made available for electronic download from Onvia DemandStar and BidSync; and

WHEREAS, Seventh, a total of 20 sets of Proposal documents were obtained by potential proposers; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDED RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, Eighth, a total of 13 potential proposers, signed in and participated at the Mandatory Pre-Proposal Conference held on January 11, 2018, at 2:00 p.m. at the Weston Community Center; and

WHEREAS, Ninth, on January 16, 2018, the City issued Addendum #1; and on January 24, 2017, the City issued Addendum #2; and

WHEREAS, Tenth, the City received a total of three sealed proposals from the following Proposers: All Florida Tree & Landscape, Inc., of Coral Springs, Florida; Innovative Environmental Services, Inc., of Deerfield Beach, Florida; and A Native Tree Service, Inc., of Miami, Florida; and those sealed proposals were opened on January 30, 2018; and

WHEREAS, Eleventh, on February 6, 2018, the Selection Committee, comprised of Chair, Darrel Thomas, Assistant City Manager/CFO; Ryan Fernandes, Director of Technology Services member; Bryan Cahen, Director of Budget; member; and Peter Johnson, Assistant Director of Public Works, alternate member, met at a publicly noticed meeting (with notice sent to each proposer) to determine the responsiveness and the responsibility of the proposals received, and to rank all proposals which were deemed both responsive and responsible; and

WHEREAS, Twelfth, the Selection Committee deemed all proposers to be responsive and responsible; and

WHEREAS, Thirteenth, the Selection Committee ranked All Florida Tree & Landscape, Inc., of Coral Springs, Florida, number one; Innovative Environmental Services, Inc., of Deerfield Beach, Florida, number two; and A Native Tree Service, Inc., of Miami, Florida, number three; and

WHEREAS, Fourteenth, the City Commission desires to adopt and ratify the rankings of the Selection Committee; and

WHEREAS, Fifteenth, the City Commission finds it in the best interest of the City to award and approve an Agreement for Arboricultural Services to All Florida Tree & Landscape, Inc., of Coral Springs, Florida; and

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Agreement for RFP No. 2017-12 for the Arboricultural Services with All Florida Tree & Landscape, Inc., of Coral Springs, Florida, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

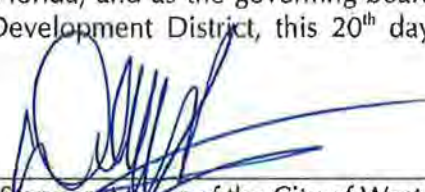


A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDING RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District and Bonaventure Development District, this 20<sup>th</sup> day of February 2018.

  
Daniel J. Stermer, Mayor of the City of Weston  
Chair of the Indian Trace Development District  
Chair of the Bonaventure Development District

ATTEST:

  
for Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Jaffe	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>