

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: August 17, 2022

Presenter's Name and Title: Billy Neal, Assistant Director, on behalf of the Parks & Recreation Department and Alicia Ayum, Director, Procurement

Prepared By: Jacqueline Lovell-Santos, Department Coordinator

Temp. Reso. Number: #7685

Item Description: Temp. Reso.7685 APPROVING THE SECOND RENEWAL FOR GROUNDS FULL MAINTENANCE SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC., IN AN AMOUNT NOT-TO-EXCEED \$371,200.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND RENEWAL AGREEMENT (*Billy Neal, Assistant Director, Parks & Recreation and Alicia Ayum, Director Procurement*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds in the amount not-to-exceed \$371,200.00 for this project are budgeted in the FY23 Tentative Budget Parks and Recreation Landscape Services Account in the following GL Account No's. 001-60-608-572-000-603460 (\$352,516.00) and 001-60-609-572-000-603460 (\$18,684.00).

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7685
 - Exhibit A: Renewal Contract
- Attachments
 - Attachment 1: Current Agreement between The City of Miramar and Brightview Landscape Service, Inc for Ground Full Maintenance Services



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Elizabeth Valera, Director Parks & Recreation

DATE: August 11, 2022

RE: Temp. Reso. No. 7685, approving the second renewal agreement for Grounds Full Maintenance Services for various City parks

RECOMMENDATION: The City Manager recommends the approval of the second one-year renewal agreement for Grounds Full Maintenance Services for various City parks in an amount not-to-exceed \$371,200 with Brightview Landscape Services, Inc. ("Brightview Landscape Services").

ISSUE: Section 2-412(a)(1) of the City code requires that the purchase of all commodities or services made by a single department from a single vendor in excess of \$75,000 in a fiscal year be formally approved by the City Commission.

BACKGROUND: The Parks & Recreation Department is responsible for the maintenance and upkeep of City parks. The existing contract with Brightview Landscape Services, Inc. had an initial two-year term with the option to renew for three additional one-year terms and expired on October 21, 2021.

On September 1, 2021, the City Commission adopted Resolution No. 21-151 and approved the first renewal agreement with Brightview Landscape Services, Inc. to continue services from October 22, 2021, through October 21, 2022.

This Agreement is under the Parks & Recreation Department and will be administered by Billy Neal, Assistant Director.

The City shall pay Brightview landscape Services, Inc. a total of \$371,200 for Grounds Full Maintenance Services thru the terms of the second renewal. These services will be paid as follows: FY23 Tentative Budget Parks and Recreation Landscape Services Account in the following GL Account No's. 001-60-608-572-000-603460 (\$352,516) and 001-60-609-572-000-603460 (\$18,684).

Temp. Reso. No. 7685
7/11/22
8/10/22

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF MIRAMAR, FLORIDA APPROVING THE SECOND
ONE-YEAR RENEWAL AGREEMENT FOR GROUNDS
FULL MAINTENANCE SERVICES FOR VARIOUS CITY
PARKS IN AN AMOUNT NOT-TO-EXCEED \$371,200.00
WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Parks and Recreation Department is responsible for the maintenance and upkeep for City Parks; and

WHEREAS, on September 18, 2019, the City Commission adopted Resolution No. 19-171, approving the award of Invitation for Bids No. 19-012 to Brightview Landscape Services, Inc., for “Grounds Full Maintenance Services”, and authorized negotiation and execution of an appropriate agreement between Brightview Landscape Services, Inc., and the City, for the provision of the services at certain parks for an initial term of two years, with three optional one-year renewal periods; and

WHEREAS, the contract became effective October 22, 2019 and the initial two-year term ended on October 21, 2021; and

WHEREAS, On September 1, 2021, the City Commission adopted Resolution No. 21-151 and approved the first renewal one-year agreement with the provider from October 22, 2021, through October 21, 2022.

Reso. No. _____

Temp. Reso. No. 7685
7/11/22
8/10/22

WHEREAS, the Parks and Recreation Department wishes to renew the Grounds Full Maintenance Services Agreement with Brightview Landscape Services, Inc. for the second one-year renewal term attached as Exhibit A; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends approval of the second one-year renewal agreement for Grounds Full Maintenance Services with Brightview Landscape Services, in an amount not-to-exceed \$371,200, starting on October 22, 2022, and ending on October 21, 2023, and;

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the second one-year renewal of the Grounds Full Maintenance Services agreement with Brightview Landscape Services, in an amount not-to-exceed \$371,200.

Temp. Reso. No. 7685
7/11/22
8/10/22

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission approves renewing the second one-year renewal agreement, between, City of Miramar and Brightview Landscape Services, Inc. in an amount not-to-exceed \$371,200, starting on October 22, 2022 and ending on October 21, 2023, and authorizes the City Manager to execute the agreement attached hereto as Exhibit “A”, together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7685
7/11/22
8/10/22

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

EXHIBIT "A"

SECOND RENEWAL AGREEMENT FOR GROUNDS FULL MAINTENANCE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.

This Agreement (the "Second Renewal Agreement") is entered into this ____ day of _____, 2022, between the City of Miramar (hereinafter "City") and Brightview Landscape Services, Inc. (hereinafter "Contractor").

RECITALS:

WHEREAS, on September 18, 2019, the City Commission adopted Resolution No. 19-171 and approved the award of Invitation for Bids No. 19-012 to the Contractor and the City entered into agreement for Grounds Full Maintenance Services (the "Original Agreement") with the Contractor for an initial term of two years with the option to renew for three additional one-year terms; and

WHEREAS, the commencement date of the initial two-year term of the Agreement was effective on October 22, 2019, and expired on October 21, 2021; and

WHEREAS, on September 1, 2021 the City Commission adopted Resolution No. 21-151 and approved the First Renewal Agreement with the Contractor commencing October 22, 2021 through October 21, 2022; and

WHEREAS, the City wishes to exercise the option to renew the Grounds Full Maintenance Services Agreement with the Contractor for the second one-year renewal period of October 22, 2022, through October 21, 2023

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement and in the First Renewal Agreement and the Original Agreement, agree as follows:

1. That the foregoing Recitals are true and correct and the incorporated and made a part of this Second Renewal Agreement.
2. The City's Ground Full Maintenance Agreement shall be renewed for the second one-year renewal period commencing on October 22, 2022, through to October 21, 2023.
3. All covenants, terms and conditions contained in the Original Agreement and the First Renewal Agreement with the sole exception of the term of the agreements, including but not limited to rate and/or amount compensation shall remain in full force and effect through this second renewal term.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell PLLC

CONTRACTOR: **BRIGHTVIEW LANDSCAPE SERVICES, INC.**

CONTRACTOR

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(CORPORATE SEAL)

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR GROUNDS FULL MAINTENANCE SERVICES

This Agreement (or "Contract") is entered into this 22 day of October, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Brightview Landscape Services, Inc., a corporation with its principal business address located at 8191 NW 84th Street, Medley, FL 33166, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bid No. 19-012 for GROUNDS FULL MAINTENANCE SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service locations as specified in "Attachment A"; and

WHEREAS, on September 18, 2019, the City Commission approved the award of the IFB to the Contractor Brightview Landscape Services, Inc.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bids No. 19-012 ("IFB"), the Contractor's Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses, and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Estimates/Quotations:

All requests for related Landscape Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the Parks and Recreation Department, as well as an approved purchase order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

SECTION 2 **COMPENSATION**

Contractor shall be paid a total not to exceed Three Hundred Seventy One Thousand One Hundred Ninety Nine Dollars and Forty Cents (\$371,199.40) for Work completed under this Agreement. The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 3 **TERM OF AGREEMENT**

The term of this Agreement shall commence upon the date this Contract is executed

by both parties and shall run for two years, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of a hundred eighty days (180) days.

SECTION 4

TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

SECTION 5

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers 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 or loss of use resulting therefrom, arising out of any errors, omissions, misconduct, or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 7

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 the City, upon written notice to Contractor of such occurrence, shall have the unqualified right

to terminate this Agreement without any penalty or expense to the City.

SECTION 8 **INSURANCE**

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

| | <u>Per Occurrence</u> | <u>Aggregate</u> |
|----------------------|-----------------------|------------------|
| General Liability | \$1,000,000 | \$2,000,000 |
| Automobile Liability | \$1,000,000 | \$2,000,000 |

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party

for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Brightview Landscape Services
8191 NW 84th Street
Medley, FL 33166
Attn: SVP

FOR CITY:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks, Esq
City Attorney
Austin Pamies Norris Weeks, P.L.L.C.
401 North Avenue of Arts (NW 7th Ave)
Fort Lauderdale, Florida 33311

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her 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 delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

A. 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 City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to 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 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. 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.

SECTION 16
SCRUTINIZED COMPANIES.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

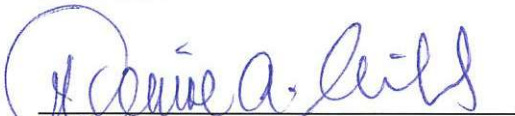
SECTION 21
JOINT PREPARATION

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 a joint effort of the parties, the language has been agreed to by the parties 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.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Senior Vice President, attested to and duly authorized to execute same.

CITY

ATTEST:



City Clerk

CITY OF MIRAMAR

 FOR
By: Vernon E. Hargray, City Manager

This day of Oct 19, 2019


APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR
ONLY:


City Attorney
Austin Pamies Norris Weeks, P.L.L.C.

CONTRACTOR

WITNESSES:


Print Name: Rafaela Soto


Print Name: Gabriela Serrano

By: 
Charles Gonzalez, SUP

Date: 9/24/19

ATTACHMENT A



SECTION 6 BID PRICE SHEET (CONT.)

FIELD TURF/LANDSCAPE MAINTENANCE

| PARK NAME | LOCATION | ACREAGE | |
|--|--------------------|---------|--------------------------|
| CP-32 FORZANO PARK | 2001 S DOUGLAS RD | 12.75 | ANNUAL COST: \$40,837.77 |
| CP-41 SILVER LAKES SPORTS COMPLEX (P3) | 17450 SW 23 STREET | 10.31 | ANNUAL COST: \$36,164.50 |

GRAND TOTAL

\$ 77,002.27

ATTACHMENT A



ADD ALTERNATE

ADD ALTERNATE NO. 1 PARK OPERATIONS

| PARK NAME | LOCATION | ACREAGE | |
|--|--------------------|---------|---------------------------|
| CP-32 FORZANO PARK | 2001 S DOUGLAS RD | 12.75 | ANNUAL COST: \$132,809.00 |
| CP-41 SILVER LAKES SPORTS COMPLEX (P3) | 17450 SW 23 STREET | 10.31 | ANNUAL COST: \$131,370.00 |
| TOTAL | | | \$ <u>264,179.00</u> |

ADD ALTERNATE NO. 2 FIELD TURF MAINTENANCE

| PARK NAME | LOCATION | ACREAGE | |
|----------------------------|------------------------------------|---------|-------------------------|
| CP-44 ANSIN SPORTS COMPLEX | 10801 MIRAMAR BLVD | 4.00 | ANNUAL COST:\$11,334.45 |
| CP-36 VIZCAYA PARK | 14200 S.W. 55 TH STREET | 8.00 | ANNUAL COST:\$18,683.68 |
| TOTAL | | | \$ <u>30,018.13</u> |

Temp. Reso. No. 7019
8/20/19
9/12/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 19-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 19-012, ENTITLED "GROUNDS FULL MAINTENANCE SERVICES" TO BRIGHTVIEW LANDSCAPE SERVICES, INC., TO PERFORM COMPLETE MAINTENANCE WORK, PARK OPERATIONS AND FIELD TURF MAINTENANCE FOR FORZANO PARK AND SILVER LAKES SPORTS COMPLEX AND FIELD TURF MAINTENANCE FOR ANSIN SPORTS COMPLEX AND VIZCAYA PARK, IN AN AMOUNT NOT TO EXCEED \$371,200; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is responsible for the maintenance and upkeep for City Parks; and

WHEREAS, the contract with Brightview Landscape Services, Inc., is expiring, which required a solicitation to be advertised; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, on July 25, 2019, the Procurement Department posted Invitation for Bid No. 19-012 titled "Grounds Full Maintenance Services" on DemandStar; and

WHEREAS, on August 15, 2019, the posting closed and the City received four bids; and

WHEREAS, City staff evaluated the bids and the bidders' references and determined that Brightview Landscape Services is the lowest, responsive, responsible bidder for the IFB with an amount not-to-exceed \$371,200; and

Temp. Reso. No. 7019
8/20/19
9/12/19

Section 4 : That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18 day of September, 2019.



Mayor, Wayne M. Messam



Vice Mayor, Alexandra P. Davis

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Yes
Yes
Yes
Yes
Yes

EXHIBIT "A"

**FIRST RENEWAL AGREEMENT FOR
GROUNDS FULL MAINTENANCE SERVICES WITH BRIGHTVIEW
LANDSCAPE SERVICES, INC.**

This Agreement (the "Renewal Agreement") is entered into this 18th day of September, 2021, between the City of Miramar (hereinafter "City") and Brightview Landscape Services, Inc. (hereinafter "Provider").

RECITALS:

WHEREAS, the City entered into agreement for Grounds Full Maintenance Services (the "Original Agreement") with the Provider, for an initial term of two years with the option to renew for three additional one-year terms; and

WHEREAS, the commencement date of the initial two year term of the Agreement was effective on October 22, 2019 and will expire on October 21, 2021; and

WHEREAS, the City wishes to exercise the option to renew the Grounds Full Maintenance Services Agreement with the Provider for the first one-year renewal period of October 22, 2021 through October 21, 2022.; and

WHEREAS, on September 18th, 2021 the City Commission adopted Resolution No. 21-151 and approved the first renewal one-year agreement with the Provider from October 22, 2021, through October 21, 2022.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Original Agreement shall be renewed for the first one-year renewal period commencing on October 22, 2021, through October 21, 2022.
3. That the following language shall be added and made part of the agreement:

E-Verify

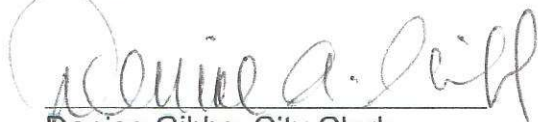
In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

4. All covenants, terms, and conditions contained in the Original Agreement, with the sole exception of the term of the Original Agreement and the new language regarding E-Verify including but not limited to rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:


Denise Gibbs, City Clerk

By: 
Vernon Hargray,
City Manager


Dated: 9/1/21

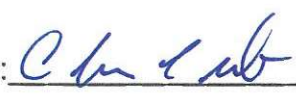
Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Austin Pamies Norris Weeks Powell PLLC

PROVIDER

WITNESS:

By: 
Print Name: Susan DeSantis

By: 
Print Name: Charles Gonzalez
Title: Senior Vice President
Date: 8/31/2021



(CORPORATE SEAL)