



Comprehensive Analysis

Utilities Department

To: Michael Couzzo, Village Manager
From: Sam Heady, Deputy Director of Utilities
Date: 10/6/15

Subject: Tree Trimming and Vegetation Removal

I respectfully present the following memorandum to the Village Manager.

The Village Utility asked three contractors for quotes to trim/remove various trees and grind the stumps down after the tree removal was completed.

A few of the trees are located over the Water Plants distributions lines and raw water feed lines to the Filter plant. A concern of the staff is the trees falling over and demolishing the waterlines.

Rood Landscape, LLC, Terracon Services, Inc, and Only Trees were asked to provide a quote to prune 72 Sabal Palms, prune 16 Oak trees, and remove 47 other various native/non-native trees and vegetation.

Rood Landscape, LLC was the low bidder.

The cost for the tree and removal work is: \$11,975



September 29, 2015

Tequesta Water Treatment Facility
901 Old Dixie Highway
Tequesta, FL 33469

RE: Prune and Clean up Proposal

We are pleased to submit our estimate for the following work:

Scope of work:

Labor to perform the above projects:

Prune 72 Sabal Palms.....	\$3,900.00
Prune Oaks.....	\$2,200.00
Remove Vegetation @ 9 areas and various palms.....	\$3,500.00
Stump Grind removed palms.....	\$ 725.00
Disposal and Equipment fees.....	<u>\$1,650.00</u>
Total.....	<u>\$11,975.00</u>

CONTRACT CONDITIONS:

1. This contract is valid for 30 days. It is understood that if this proposal is not accepted within a period of thirty (30) days from above date, the price quoted may be subject to revision.
2. We will exercise all precautions in performing our work; however, if we run into any underground utilities while performing this contract which were not previously marked by Owner or Owner's representative, repair cost will be Owner's responsibility. If lines are marked in area of grinding, Rood Landscape LLC should be notified prior to sending out crew and revisions to contract need to be determined.
3. Rood Landscape LLC cannot accept responsibility for repair of damages to sod or lawn areas (such as ruts, etc.) caused by the heavy equipment needed to perform the work as set forth in this contract. If desired, said repairs will be performed and billed as an extra in addition to the contract.
4. Payment in full is due upon completion of work. Certificate of Insurance furnished upon request.
5. All accounts unpaid for Ten (10) days will be subject to a service charge of 1 ½ percent per month
6. Should Rood Landscape LLC need to retain the services of an attorney to collect monies due under this contract, or to file suit to collect said sums, the Owner shall be responsible for all attorney's fees and cost of collection incurred by Rood Landscape, Inc..

Submitted by: Juan Zuniga, Landscape Production Manager

Accepted by (Signature)

Date

Michael R. Couzzo
(Please Print Name)

Village Manager
(Please Print Title)

Please sign and return. Keep one copy for your records.



PO Box 7144
Jupiter, FL 33468

561-747-8050

Customer Name/Address

Village of Tequesta
Water Treatment Facilities
901 N Old Dixie Hwy
Tequesta, FL 33469
Attention: Michael Sudell

Certified Arborist:
Teri Davis FL6004A
Steve Vecchio FL1097A
Brandon McMullen FI 6009A



Estimate

Date	Estimate No.
9/16/2015	3027

Payment Method	Only Trees Rep.
Due on receipt	Sam(561)262-2913

Item	Description	Location	Qty	Rate	Total
Tree Services	Tree Services @ 901 N Old Dixie Hwy, Tequesta, FL				
	SCOPE OF WORK: TREE REMOVALS ARE TAGGED WITH GREEN TAPE:				
Palm Remo...	Cabbage Palm Removed/base cut				
Tree Remo...	Brazilian Pepper Tree removed/base cut				
Tree Remo...	Slash Pine Tree Removed/base cut				
Tree Remo...	Oak Tree Removed/base cut				
Vegetation	CocoPlum Vegetation removal				
Palmetto Pa...	Palmetto Palm Cluster removed				
	SCOPE OF WORK: TREE TRIMMING				
Oak Trees ...	Oak trees Class II Prune		18	0.00	
Cabbage P...	Cabbage Palm trimmed; trunks shaved		47	0.00	
Daily Crew ...	Crew Daily Rate-We anticipate 3 days to completed the above scope of work. Daily Rate includes 7 working men plus a supervisor, box truck and chipper. Our work day is 8am-4:30 PM port to port with a 30 minute lunch period.		3	3,700.00	11,100.00

E-mail
onlytrees@bellsouth.net

Thank you for your time and consideration. We look forward to hearing from you soon.

Total

Fax #
561-741-1098

Signature



PO Box 7144
Jupiter, FL 33468

561-747-8050

Estimate

Date	Estimate No.
9/16/2015	3027

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Payment Method	Only Trees Rep.
Due on receipt	Sam(561)262-2913

Item	Description	Location	Qty	Rate	Total
Debris Rem...	Debris Removal Fee			500.00	500.00
Stump Grin...	Stump Grinding of all tagged removals and 7 pre-existing stumps			1,500.00	1,500.00
Class II Pru...	TERMS: Class II (Standard pruning) shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning. (Dead branches to be removed will be 1.5 inches in diameter or more, as measured at the base of the branch) to lessen wind resistance.				
Palm Trees	The Palm Trees will be trimmed at the 9-3 o'clock level. The seed pods and fruit will be removed. The boots will be cleaned.				
W/C Cert.	Our Workers Comp. and General Liability Insurance certificates will be faxed to you directly from our carrier upon your acceptance of this proposal.				

E-mail

onlytrees@bellsouth.net

Fax #

561-741-1098

Thank you for your time and consideration. We look forward to hearing from you soon.

Total

Signature



PO Box 7144
Jupiter, FL 33468

561-747-8050

Customer Name/Address

Village of Tequesta
Water Treatment Facilities
901 N Old Dixie Hwy
Tequesta, FL 33469
Attention: Michael Sudell

Certified Arborist:
Teri Davis FL6004A
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Estimate

Date	Estimate No.
9/16/2015	3027

Payment Method	Only Trees Rep.
Due on receipt	Sam(561)262-2913

Item	Description	Location	Qty	Rate	Total
Signature of...	Upon the acceptance please sign this estimate and fax/e-mail it back to our office.				
Total					\$13,100.00

E-mail

onlytrees@bellsouth.net

Fax #

561-741-1098

Thank you for your time and consideration. We look forward to hearing from you soon.

Signature



Proposal

9/21/2015 # 6470

Village of Tequesta - Utilities
Attn: Michael Sudell
345 Tequesta Drive
Tequesta, FL 33469

Job Name
Water Plant

Qty		Size	Unit Price	Total
61	Prune Palms includes cleaning up boots		75.00	4,575.00
16	Thin out Oak Trees		400.00	6,400.00
	Remove Pines, Palms, and clumps that were marked. Cut flush and remove all debris. Stump grind as needed.		6,875.00	6,875.00

DO NOT PAY - PROPOSAL TOTAL \$17,850.00

All material and labor are included. In acceptance of this contract, please sign below and return with a deposit equaling 50% of the proposal amount.

Customer Signature

Date

P.O. Box 2766 • Jupiter, FL 33468 • 561-743-1129 • Fax 561-743-1079

ADDENDUM

Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to the Village, at no cost to the Village, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.

lieu of written agreements for classes of contractual services; revising terminology; creating s. 287.136, F.S.; requiring the Chief Financial Officer to perform audits of executed contract documents and to discuss such audits with the agency officials; requiring the agency head to respond to the audit; amending s. 287.076, F.S.; providing that Project Management Professionals training for personnel involved in managing outsourcings and negotiations is subject to annual appropriations; amending ss. 16.0155, 283.33, 394.457, 402.7305, 409.9132, 427.0135, 445.024, 627.311, 627.351, 765.5155, and 893.055, F.S.; conforming cross-references; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 119.0701, Florida Statutes, is created to read:

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Section 2. Section 215.971, Florida Statutes, is amended to read:

215.971 Agreements funded with federal or ~~and~~ state assistance.—

(1) For An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must the agreement shall include all of the following:

(a)(1) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.;~~and~~

(b)(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

(2) For each agreement funded with federal or state financial assistance, the state agency shall designate an employee to function as a grant manager who shall be responsible for enforcing performance of the agreement's terms and conditions and who shall serve as a liaison with the recipient or subrecipient.