

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no immediate fiscal impact.

Expected contract participation is as follows:

Streetscape	\$3,530,000
Parks & Recreation	\$ 860,000
Airports	\$ 60,000
Cooperative Extension	\$ 3,000
Total	\$4,453,000

C. Departmental Fiscal Review: R.D. Ward 9/26/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim [Signature] 10/17/07
 OFMB
 SP VO
 10/17/07 10/17/07

Jim J. [Signature] 10/23/07
 Contract Dev. and Control
 10/23/07

B. Approved as to Form and Legal Sufficiency:

Marlene [Signature] 10/26/07
 Assistant County Attorney

These contracts comply with our review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

CONTRACT
(PRIMARY)

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 20__, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and SUPERIOR LANDSCAPING & LAWN SERVICE, INC., of, Miami, FL and (his) (its) (their) heirs, successors, executors, administrators and assigns, (hereinafter called the Contractor):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, for the:

ANNUAL ROADWAY LANDSCAPING CONTRACT, PALM BEACH COUNTY PROJECT NO. 2008052

IN THE AMOUNTS specified in task orders which may be issued by the County under Section #23 and the other terms of the Contract Documents. The County is not required to issue any task orders hereunder. The maximum value of orders issued under this Contract shall not, in any case, exceed FOUR MILLION FOUR HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/100 (\$4,453,000.00) (except as may be increased according to Section #40 of the Contract Specifications).
The Contract Documents relative hereto are made a part of this agreement as completely as if set forth herein to the satisfaction of the County or its duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within seventy-two (72) hours of the task order being issued for a specific project. After commencement of the work, the task order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the task order. Should the time limit for completion of the task order exceed the expiration date of the contract, the task order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverages do not expire until all task orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the Contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rich
ENGINEERING

ATTEST
Maura Walsh

Superior Landscapes & Lawn
(Corporate Name) SERVICE, INC.

Secretary
Chief Financial Officer

a Florida corporation
(Insert state of corporation)

TITLE

By: [Signature]
(Signature)

(CORPORATE SEAL)

Sal Rossi, C.F.O.
(Print signatory's name)

It's Chief Financial Officer
(Print title)

CONTRACT
(SECONDARY)

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 20__, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and VILA & SON LANDSCAPING CORPORATION, of, Loxahatchee, FL and (his) (its) (their) heirs, successors, executors, administrators and assigns, (hereinafter called the Contractor):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, for the:

ANNUAL ROADWAY LANDSCAPING CONTRACT, PALM BEACH COUNTY PROJECT NO. 2008052

IN THE AMOUNTS specified in task orders which may be issued by the County under Section #23 and the other terms of the Contract Documents. The County is not required to issue any task orders hereunder. This is a second source requirement Contract and Work Orders may be issued by the County at the County's discretion. The County is not required to issue any task orders hereunder. The maximum value of orders issued under the Primary Source Contract and this Contract shall not, in any case, exceed FOUR MILLION FOUR HUNDRED FIFTY-THREE THOUSAND DOLLARS AND 00/100 (\$4,453,000.00) (except as may be increased according to Section #40 of the Contract Specifications). The Contract Documents relative hereto are made a part of this agreement as completely as if set forth herein to the satisfaction of the County or its duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within seventy-two (72) hours of the task order being issued for a specific project. After commencement of the work, the task order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the task order. Should the time limit for completion of the task order exceed the expiration date of the contract, the task order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverages do not expire until all task orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the Contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rick
ENGINEERING

ATTEST

VILA & SON LANDSCAPING, INC.
(Corporate Name)

Renee Howell

a FLORIDA corporation
(Insert state of corporation)

Renee Howell

By: Brett C. Ashley
(Signature)

TITLE Office Manager

BRETT ASHLEY
(Print signatory's name)

(CORPORATE SEAL)

It's GENERAL MANAGER
(Print title)



Office of
Small Business Assistance
50 South Military Trail, Suite 209
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaría

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



DATE: August 6, 2007
TO: Charles W. Rich, P.E., Director
Engineering Services Division
THROUGH: Hazel Oxendine, Director
Office of Small Business Assistance
FROM: Tanoy Williams, Compliance Specialist II
SUBJECT: Compliance Review on Project No. 2008052
Annual Roadway Landscaping Contract

Hazel Oxendine

The following is a Compliance Review of SBE participation on the above-mentioned project.

Low Bidder: Superior Landscaping & Lawn Service
Phone: 305-634-0717
Bid Opening: July 24, 2007
Bid Amount: \$4,271,691.15
Goal: 15% Overall
Goal Achieved: 5.39%

SBE Participation:

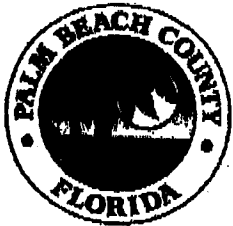
(BL)	Odums Sod, Inc.	\$230,500.00	5.39%
(SB)	'Centerline Drilling	\$ 0.00	0.00%
		<u>\$230,500.00</u>	<u>5.39%</u>

2nd Low Bidder: Villa & Son Landscaping Corp.
Phone: 561-795-3070
Bid Amount: \$4,286,252.12
Goal: 15% Overall
Goal Achieved: 5.31%

SBE Participation:

(BL)	Odums Sod, Inc.	\$227,800.00	5.31%
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3rd Low Bidder: Arazoza Brothers Corporation
Phone: 305-246-3223
Bid Amount: \$5,261,657.09
Goal: 15% Overall
Goal Achieved: 0.00%



Compliance Review
Project #2008052
Page 2 of 2

SBE Participation:
None provided \$0.00 0.00%

EVALUATION

No bidder met the SBE requirement for this project.

c: Verdenia Baker, Deputy County Administrator
Hazel Oxendine, Director - OSBA
Tammy Fields, Assistant County Attorney

¹ Could not determine the actual dollar amount of subcontractor's quote because dollar amount was not indicated.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Tuesday, August 28th, 2007

Mr. Mark Sinkhorn P.E.
Contract Administrator
2300 North Jog Road
West Palm Beach, Fl. 33411-2745

Re: Annual Roadway Contract, PBC Project No. 2008052

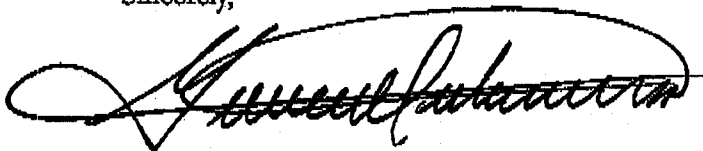
VIA FACSIMILE TRANSMITTAL: 561-684-4171: Total Transmission: 1 Page

Dear Mr. Sinkhorn,

Superior Landscaping & Lawn Services, Inc. is willing to extend the unit prices quoted in the Palm Beach County 2008 Annual Roadway Landscaping Contract (No. 2008052) beyond the specified (90) day period noted in the Bid Documents.

Please do not hesitate to give me a call should you have any questions or require further information.

Sincerely,



William Quintero
General Manager
Superior Landscaping & Lawn Service, Inc.
2200 N.W. 23 Avenue
Miami, Florida 33142

Tel: 305 634-0717, Fax: 305 634-0744
Email: william@superiorlandscaping.com

Cc: Mr. Carl Bengtson
Fax: 561-478-5774