



903 NW 35th Street
Boca Raton, FL 33431
561-391-2202
BocaAirport.com

2020-BRAA-002-Specialized Landscape Services Addendum #1

A pre-bid meeting for the above referenced RFP was held at the offices of the Boca Raton Airport Authority on August 4th at 2:00pm. In attendance were representatives from Aero Groundtek, Epicurian Park, and Landscape Service Professionals. All attendees took part in a site tour as part of the meeting.

Questions received to date are as follows:

1. Can you provide the current contract for landscape services?
The current contract is attached.
2. When is the current contract up?
The current contract ends September 30, 2021.
3. Was the previous contract bid out identical to this one?
No, the previous landscape RFP was bid as all inclusive and not split into Airside and Landside.
4. Will the contract include parts for irrigation repairs, or would you require a proposal?
We expect the bid to include irrigation repair of common items. Large reconfigurations or overhaul can be via a proposal with the labor rate approved in the contract.
5. Will the landside bid be separated into two bids due to the timing of the Airport Rd. project?
We do not anticipate splitting the bids currently.
6. Should the Observation Area be included in the landside bid?
Yes, we desire the proposed Observation Area be included in the bid.
7. How many acres is the airside portion of the bid?

The Airport totals approx. 212 acres, of which the Airside portion is approx. 120 including the runway and taxiway system.

8. Who currently holds the contract?
Leturmy Landscaping and Pressure Washing.
9. Would you prefer if someone bid on both Airside and Landside?
The RFP is structured so that you may bid on one, both, or none.
10. Will there be an area available for onsite equipment storage?
Due to limited available space, we do not anticipate providing a storage site at this time. Special circumstances might be considered.





AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE SERVICES

THIS AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE SERVICES (together with the exhibits attached hereto, as the same may be amended as needed, this "Agreement") is made and entered into this August 16, 2017 (the "Effective Date"), between the Boca Raton Airport Authority (the "AUTHORITY"), a public body politic, and Leturmy Landscaping and Power Spraying, Inc., a Florida corporation (hereinafter referred to as the "CONTRACTOR").

RECITALS

WHEREAS, the AUTHORITY conducted a competitive procurement process in accordance with its Procurement Code and issued RFP #2017-BRAA-001 (the "RFP") to select a vendor to perform landscaping maintenance services at the Boca Raton Airport; and

WHEREAS, CONTRACTOR submitted its proposal through the competitive process, and the AUTHORITY selected CONTRACTOR, by resolution No. 08-24-17.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual undertakings, covenants and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby covenant and agree as follows:

- 1) **Recitals Incorporated.** The foregoing recitals are true and correct, and are hereby incorporated into the Agreement.
- 2) **Definitions.** The following terms when used throughout this Agreement shall have the following meanings:
 - a) "*Small Mower Areas*" means the areas depicted as such in the Diagram attached hereto as Exhibit "B".
 - b) "*Bush Hog Mower Areas*" means the areas depicted as such in the Diagram attached hereto as Exhibit "B".

- c) *"Retention Basins"* means the areas depicted as such in the Diagram attached hereto as Exhibit "B".
 - d) *"Edging/Trimming Areas"* means the areas depicted as such in the Diagram attached hereto as Exhibit "B".
 - e) *"Tree/Shrub Maintenance Areas"* means the areas depicted as such in the Diagram attached hereto as Exhibit "B".
- 3) **The Work.** CONTRACTOR shall perform any and all services for the AUTHORITY set forth in the Scope of Services, which is attached hereto as Exhibit "A" to the Agreement, consistent with the standards set forth in the RFP. The AUTHORITY may request that the CONTRACTOR perform services outside of the Scope of Services ("Additional Services").
- 4) **Incorporating the RFP Process.** The terms and conditions of the RFP and the CONTRACTOR's Proposal are hereby incorporated into this Agreement. If there is a conflict between any of the terms or conditions of this Agreement, and the terms and conditions of the RFP, the CONTRACTOR's original proposal and the clarifications to the CONTRACTOR's proposal, the terms and conditions of this Agreement shall control, followed by the terms and conditions of the RFP, the clarifications to the CONTRACTOR's proposal and the CONTRACTOR's original proposal.
- 5) **Term.** The Term of this Agreement commences on October 1, 2017 and runs for a period of three (3) calendar years from the Effective Date. Upon thirty (30) days written notice to the CONTRACTOR, this Agreement may be renewed by the Airport Manager on the same terms and conditions as set forth herein for up to two (2) additional one-year periods (the "Renewal Periods"), upon written notice to CONTRACTOR given at least thirty (30) days before the end of the expiring term.
- 6) **Renewal Period.** If this Agreement is renewed, each Renewal Period begins upon the expiration of the Term or the previous Renewal Period, whichever is applicable, and runs for a period of one (1) year.
- 7) **Compensation.** The AUTHORITY shall pay CONTRACTOR \$78,000.00 annually in twelve monthly installments of \$6,500.00 for performance of the services listed in the Scope of Services. The AUTHORITY shall pay CONTRACTOR for any Additional Services performed at a rate of \$40 per hour. By the 5th day of each calendar month, the CONTRACTOR shall provide the AUTHORITY with an invoice providing for the monthly installment for performance of the Scope of Services and detailing the Additional Services performed during the previous calendar month, the time expended, and the total amounts charged. The AUTHORITY shall make payment to CONTRACTOR within fifteen (15) business days of receipt of the invoice.
- 8) **Right to Set-Off.** The AUTHORITY may set-off against any amounts owed to the CONTRACTOR, any costs, expenses or damages incurred or suffered by the AUTHORITY as a result of the actions or inactions of the CONTRACTOR.
- 9) **Events of Default.** Unless otherwise specified herein, any Event of Default shall be subject to a cure period of ten (10) calendar days commencing upon written notice of the Event of Default to the party in default. Each of the following events shall constitute an Event of Default:

- a) Any failure by either party to observe, comply with, or perform any provision or covenant of this Agreement;
 - b) Any failure by CONTRACTOR to obtain and/or maintain in full force and effect any of the insurance policies required under this Agreement;
 - c) If CONTRACTOR becomes insolvent or is unable to pay its debts as they become due or CONTRACTOR becomes subject to a proceeding in bankruptcy, dissolution, or liquidation if the proceeding is not dismissed within sixty (60) calendar days;
 - d) If CONTRACTOR performs or executes a general assignment for the benefit of its creditors or threatens in writing to suspend its operations or a substantial part thereof;
 - e) Any suit or other legal action is filed against CONTRACTOR, which if adversely determined, would prohibit or substantially impair the ability of CONTRACTOR to perform its obligations under this Agreement, which suit is not dismissed within one-hundred twenty (120) calendar days; or
 - f) If CONTRACTOR shall attempt or there shall occur any assignment, subleasing or other transfer of CONTRACTOR's interest in or with respect to this Agreement except as otherwise permitted in this Agreement.
- 10) **Independent CONTRACTOR.** CONTRACTOR shall at all times during this engagement be and remain an independent contractor and not an employee of the AUTHORITY. CONTRACTOR shall be solely responsible for the payment of all required taxes. The AUTHORITY will not provide workmen's compensation, health insurance, life insurance, retirement or any other benefits to CONTRACTOR or CONTRACTOR's employees.
- 11) **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the AUTHORITY; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, in each case to the following address:

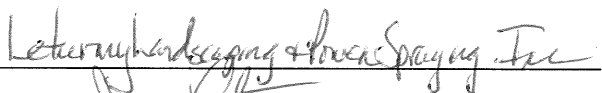
The AUTHORITY:	Boca Raton Airport Authority 903 NW 35 th St. Boca Raton, FL 33431 Attn: Clara Bennett, Airport Director
with a copy to:	Lewis, Longman, Walker 515 North Flagler Dr. Suite 1500 West Palm Beach FL, 33401 Attn: Amy Petrick, Esq.
CONTRACTOR:	Leturmy Landscaping and Power Spraying, Inc. Attn: Jerry Leturmy 540 N.E. 17 th Street Boca Raton, FL 33432 US

- 12) **Termination for Convenience.** This Agreement may be terminated without cause and for the convenience of the AUTHORITY at any time upon thirty (30) days advance written notice to CONTRACTOR. If this Agreement is terminated for convenience, CONTRACTOR shall be paid for any work performed to the effective date of termination. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the AUTHORITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the AUTHORITY's right to terminate this Agreement for convenience.
- 13) **Assignment.** This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. CONTRACTOR may not assign this Agreement without the written consent of the Executive Director, which may be withheld at the AUTHORITY's discretion.
- 14) **Insurance.** During the Term of this Agreement, CONTRACTOR shall comply fully with the insurance requirements of the Boca Raton Airport Rules and Regulations, as they may be amended from time to time, and which may be found at www.bocaaairport.com. The AUTHORITY may rescind this Agreement if the CONTRACTOR fails to comply fully with these insurance requirements within ten (10) calendar days of the Effective Date.
- 15) **Licenses and Permits.** CONTRACTOR represents and warrants to the AUTHORITY that it has all licenses and permits required by any governmental authority, whether federal, state, regional or local, in order to provide the services described in this Agreement for the AUTHORITY. CONTRACTOR shall maintain all licenses and permits required to perform the Work or identified in the CONTRACTOR's Proposal throughout the Term of this Agreement and any Renewal Periods.
- 16) **Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless the AUTHORITY, together with its respective members, agents, officers, advisors, assignees, and employees (and such obligation shall survive the termination of this Agreement) from fines, penalties, damages, liabilities, judgments, injunctions, writs, debts and harm resulting from any actions, demands, claims, suits, or proceedings, including, but not limited to, taxes, reasonable costs and expenses, reasonable attorney's fees and court costs through final appeal, arising out or in connection the performance by CONTRACTOR of the services described in the Scope of Services.
- 17) **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties. No representations or statements made by any representative of the AUTHORITY which are not stated herein shall be binding.
- 18) **Amendments.** This agreement may be amended only in writing executed by both parties.
- 19) **Severability.** If any provision of this Agreement is held invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully legal, valid or enforceable.

- 20) **Access.** CONTRACTOR understands, acknowledges and agrees that access to the Boca Raton Airport may be limited by relevant governmental authorities including the AUTHORITY, and the AUTHORITY shall not be liable for breaches of this Agreement caused by the denial of access to the Boca Raton Airport. Unless otherwise provided for, the AUTHORITY shall be given notice of CONTRACTOR's intent to access the Boca Raton Airport and access shall not interfere with the Boca Raton Airport operations.
- 21) **True and Complete Disclosure.** All statements made and all information furnished by CONTRACTOR to the AUTHORITY in connection with the RFP process by which this Agreement was awarded were, and continue to be, true and correct in all material respects. CONTRACTOR acknowledges and understands that such truth and correctness is a material term of this Agreement. CONTRACTOR represents and warrants that it has made no statements to the AUTHORITY that were intended to mislead it in selecting the CONTRACTOR's Proposal.
- 22) **Time is of the Essence.** Time is of the essence in the performance of the Work.
- 23) **Special Airfield Areas.** All work adjacent to taxiways and runway require workers to be able to communicate with the Air Traffic Control Tower. Therefore, CONTRACTOR agrees to provide workers that are able to speak and understand English. CONTRACTOR acknowledges and agrees that work within 400 feet of the runway centerline may be restricted to 11 p.m. to 7 a.m., daily, and such limitation shall not be deemed to be a breach of this Agreement. CONTRACTOR agrees to provide workers for performance of tasks inside the airport fence who are able to pass background checks. CONTRACTOR agrees to ensure that all workers inside of the airport fence have current badges.

IN WITNESS WHEREOF, the parties enter into and execute this Agreement, through their duly authorized signatories, in Boca Raton, Florida on the date set forth above.

LETURMY LANDSCAPING AND POWER SPRAYING, INC.

By: 
Name: Perry Leturmy
Title: President/Owner

BOCA RATON AIRPORT AUTHORITY

By: 
Name: Mitchell Fogel
Title: Chair

EXHIBIT "A"

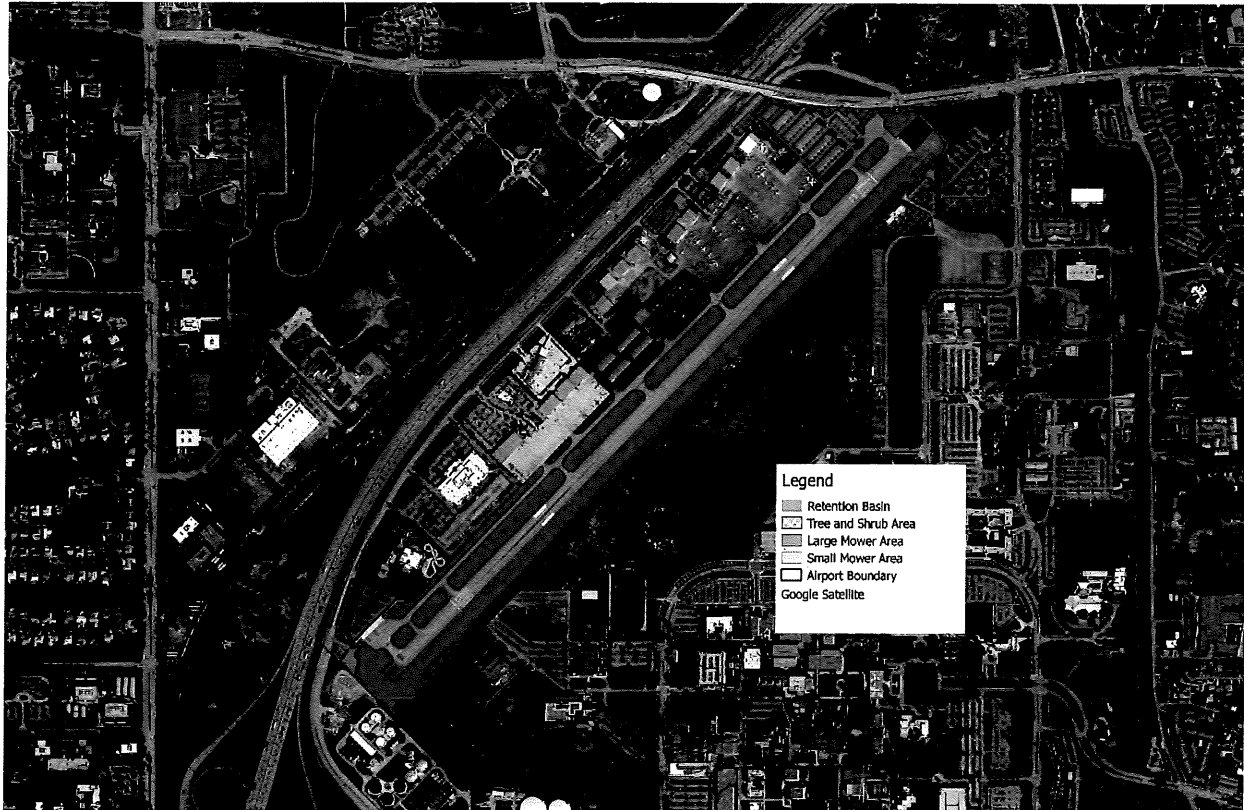
Scope of Services

CONTRACTOR shall:

- 1) Mow the Small Mower Areas every 10 days at a minimum.
- 2) Bush Hog areas shall be mowed at least once per month.
- 3) Mow the Retention Basins at least once per month to water line. Maintenance of the retention basins may require the use of hand-held trimmers along the basin perimeters where the slopes will preclude the use of a small or bush hog mower.
- 4) When the Retention Basins are dry, they shall be mowed no less than eight (8) times per year.
- 5) Trim, prune, weed, edge, and clean the Tree/Shrub Maintenance Areas as needed in a manner consistent with excellent landscaping standards, and/or as directed by Airport Management.
- 6) Repair and maintain the Airport's irrigation systems as required to keep the systems in excellent working condition. Required services include the replacement of broken and/or clogged sprinkler heads and rotors, adjusting spray fields, repair of minor leaks, required service and maintenance of pumps, motors and timers, and flushing of clogged lines.
- 7) Fertilize the Admin, Tower, Electrical Vault, and US Customs facilities no less than two (2) times per year in a manner consistent with excellent landscaping standards.
- 8) Control weeds and pests in all of the areas of the Airport in a manner consistent with excellent landscaping standards.
- 9) Trim and prune all trees, hedges, and ornamental landscaping within the Tree/Shrub Maintenance Areas.
- 10) Trash pickup within the Airport in a manner consistent with excellent landscaping standards, and/or as directed by Airport Management.

EXHIBIT "B"

Airport Diagram



BOCA RATON AIRPORT AUTHORITY

RESOLUTION 08-24-17

A Resolution of the Boca Raton Airport Authority approving a contract with Leturmy Landscaping and Power Spraying to provide Specialized Landscaping and Maintenance Services to the Boca Raton Airport Authority

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, the Boca Raton Airport Authority requires landscaping and maintenance of a specialized manner;

WHEREAS, on June 4, 2017 the Authority issued Request for Proposals Number 2017-BRAA-001 for Specialized Landscaping and Maintenance Services (the "RFP");

WHEREAS, the Authority received one proposal in response to the RFP from Leturmy Landscaping and Power Spraying of Boca Raton;

WHEREAS, the Authority has determined that Leturmy is a responsible vendor of the services sought by the RFP and Leturmy's proposal was responsive to the terms and conditions of the RFP;

WHEREAS, the Authority has determined that it is in the best interest of the Airport to enter into a contract with Leturmy Landscaping and Power Spraying consistent with its proposal.

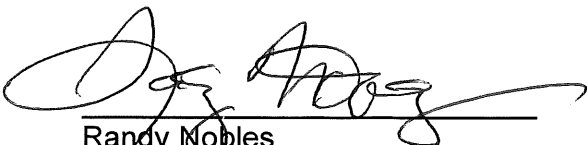
NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF AUGUST 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the License Agreement, and authorizes the Chair or Vice-chair to execute it on the Authority's behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 08-24-17.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 08-24-17.**

ADOPTED by the Boca Raton Airport Authority, this 16th day of August 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:


Randy Nobles
Secretary/Treasurer


Mitchell Fogel
Chair