

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE MARGATE  
COMMUNITY REDEVELOPMENT AGENCY AND M & M LAWN CARE, LLC**

THIS AMENDMENT is hereby made to the Agreement by and between the Margate Community redevelopment Agency ("MCRA") and M & M Lawn Care, LLC. ("Contractor"), with an effective date of February 19, 2019, (the "Original Agreement") for routine maintenance of bus shelters, and provides as follows:

WHEREAS, the MCRA and Contractor entered into the Original Agreement for maintenance of bus shelters on February 19, 2019; and

WHEREAS, the MCRA and Contractor previously agreed to renew the Original Agreement for two consecutive terms, up to and including February 28, 2022; and

WHEREAS, the MCRA owns property located on the west side of Banks Road adjacent to City owned property located at 1695 Banks Road, Margate, Florida, which is currently being maintained by the Contractor; and

WHEREAS, to simplify recordkeeping and payment processing, the MCRA and Contractor desire to enter into this Second Amendment to the Original Agreement in order to amend the Scope of Services in the Original Agreement to include the Contractor's obligation to maintain the MCRA's property located on the west side of Banks Road adjacent to City owned property located at 1695 Banks Road, Margate, Florida.

NOW, THEREFORE, for goods and valuable consideration as contained herein, the MCRA and the Contractor agree as follows:

1. The Scope of Services to be furnished by Contractor, as provided in Section 2.1 of the Original Agreement, shall be amended to include the additional services described in Exhibit "A," which is attached hereto, and incorporated herein by reference.

2. All other provisions set forth in the Agreement with an effective date of February 19, 2019, shall remain in full force and effect except as provided herein.

IN WITNESS WHEREOF, the parties have made an executed Amendment on the respective dates under each signature; The Margate Community Redevelopment Agency through its Board signing by and through the Chairman, authorized to execute same by the MCRA Board and M & M Lawn Care, LLC signing by and through its duly authorized representative to execute same.

\_\_\_\_\_  
Tommy Ruzzano, MCRA Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mickel Myers, M & M Lawn Care, LLC

\_\_\_\_\_  
Date

**M&M Lawn Care LLC**

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## Estimate

**ADDRESS**

Margate Community  
Redevelopment Agency

**ESTIMATE # 1225****DATE 08/19/2021**

ACTIVITY	QTY	RATE	AMOUNT
Property Upkeep See Scope	32	352.00	11,264.00

Margate Sports Complex  
(See Scope Attachment)

"Covered Field Property"

**TOTAL****\$11,264.00**

Accepted By

Accepted Date

**3.2 MOWING SPECIFICS:**

- (a) Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- (b) All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.
- (c) All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- (d) All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- (e) All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- (f) Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- (g) Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Grass clippings, leaves or any other debris shall be removed and not blown towards the road. Failure to follow these requirements may result in termination of the Agreement.
- (h) Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- (i) Grass shall not be mowed lower than two (2) inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of three (3) to four (4) inches.
- (j) Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the MCRA or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

**3.3 MOWING FREQUENCIES:**

- (a) Grass shall be mowed 32 times annually. The mowing schedule shall be set by MCRA to coincide with events and other scheduled activities.

### **3.4 TRIMMING AND EDGING:**

(a) Trimming: Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand line cutting (hand or hand powered shears or rotary nylon machines). Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

(b) Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by MCRA designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Chemical edging shall not be used unless approved by MCRA. Any use of chemical edging will be considered by MCRA on a case by case basis.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

### **3.5 TRIMMING AND EDGING FREQUENCIES:**

(a) Level 1 (St. Augustine): Edging and trimming to be done every time area is mowed.

(b) Level 2 (Bahia): Edging and trimming is to be done every other time area is mowed.

### **3.6 WEED CONTROL - LANDSCAPE MAINTENANCE WEED CONTROL:**

(a) Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flower beds on the same frequency as edging and trimming as stated in section 3.5 of this Agreement.

(b) Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines and cement noses of concrete medians with every mowing.

(c) Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.

### **3.7 TURF FERTILIZATION:** Fertilization for all turf areas should be completed so as to provide one (1) pound of actual nitrogen per 1,000 square feet. of lawn area, for each application specified:

(a) St. Augustine Turf Fertilization: St. Augustine turf fertilization, utilizing Lesco 16-4-8 or equivalent shall follow the schedule attached herein as Exhibit B.

(b) St. Augustine Weed Control: St. Augustine weed control utilizing Atrazine or equivalent shall follow the schedule attached herein as Exhibit B.

(c) Fire Ant Control: Fire ant control for all categories shall be done in accordance with the schedule attached herein as Exhibit B.

(d) Disease Control: Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed.

- 3.8 SHRUB AND HEDGE CARE**: Shrubs shall be maintained in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by MCRA designee.

Contractor shall prune all shrubs and hedges including, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times.

All pruning will be accomplished in accordance with standard industry practices using the appropriate pruning tools for the task at hand. Machetes and axes shall not be used in pruning operations.

- 3.9 SHRUB AND GROUNDCOVER FERTILIZATION**: Shrub and groundcover fertilization shall be fertilized in accordance with the schedule attached hereto as Exhibit B, utilizing Lesco 8-10-10 mixture with microelements or equivalent at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area.

- 3.10 MULCH**: Mulch shall be added to all planting beds two (2) times per year, with supplemental mulching as approved by the MCRA in accordance with the schedule attached hereto as Exhibit B. Mulch shall be applied three (3) inches thick however no mulch shall be placed around the immediate base of shrub stems. Beds shall be clean of weeds before new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch.

- 3.11 TREE CARE**: All tree work shall be supervised by an International Society of Arboriculture (ISA) or National Arborist Association (NAA) certified arborist. All work shall be performed in accordance with guidelines set forth in the latest editions of ANSI Z133.1 and ANSI A 300 (Safety and Pruning Standards) as published by the American National Standards Institute. Under all circumstances, this work should be performed so as to ensure the highest possible value for each tree is maintained, based on the International Society of Arboriculture (ISA) Standard Valuation Guidelines. Other Standards of practice as published by the United States Department of Agriculture, Florida Department of Agriculture and Consumer Services - Division of Forestry, and/or University of Florida/Florida Cooperative Extension Service - Institute of Food and Agriculture Sciences, may be referenced when local conditions are not specifically addressed by the NAA or ISA guidelines. All persons performing tree work within the City shall possess a valid Broward County issued Tree Trimmers License. Mulch shall not be placed closer than five (5) inches from the base of trees or palms.

(a) Palm Trees: Dead fronds from palm trees shall be removed from the ground as they fall. Palms that do not self-prune (Sabal, Washingtonia, Queen, Coconut Palms, etc.) shall be thinned of dead or dying fronds twice annually with one (1) pruning cycle to occur in June and one (1) to occur in November. With the exception of seed pods, no healthy green fronds are to be removed without prior MCRA approval.

(b) Shade Trees: Shade Trees shall be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least six (6) feet at all times. Trees in medians and swales shall be trimmed back so as to avoid contact with adjacent vehicular traffic. All damaged, dead or diseased limbs resulting from weather or pests shall be removed immediately.

(c) Accent Trees: Accent Trees such as Cattley Guava, Ligustrum and Oleander Standards, etc. shall be pruned by thinning to maintain shape of tree every other month.

(d) Debris: All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a fee of \$50.00 per day, as long as debris remains. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Agreement, and agree that \$50 per day is an amount proportionate to the cost incurred by the MCRA as a result of such breach. The parties agree that this amount is not intended as punitive damages.

(e) Any pits/holes left from tree removal shall be filled with good soil and sod laid to match existing grade. (Contractor must contact MCRA designee within twenty four (24) hours prior of such repairs).

### **3.12 TREE FERTILIZATION:**

(a) Shade tree fertilization: Shade trees (up to 3" caliper) shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 8-10-10 mixture complete fertilizer with microelements or equivalent, at a rate of one (1) pound per caliper inch of trunk diameter at breast height (DBH).

(b) Palm Tree Fertilization: Palms shall be fertilized in accordance with the schedule attached herein as Exhibit B utilizing Lesco 13-3-13 fertilizer containing microelements or equivalent at the rate of one (1) to five (5) pounds per palm, dependent on the trunk diameter, generally one-half (1/2) pounds per inch of trunk diameter.

### **3.15 IRRIGATION MAINTENANCE AND REPAIR**

The Contractor shall be responsible for the routine maintenance including monthly wet checks, and repair of the irrigation system, including the replacement of sprinkler heads, all underground irrigation pipes, valves, wires, valve boxes, solenoids and actuators, main circuits, controllers to assist with the monitoring of all sprinkler systems on all areas covered by this contract for proper coverage and run times.

**The Contractor shall be responsible for any repair cost with irrigation lines and or heads damaged as a result of the Contractor's landscape maintenance activities.**

1. All replacement parts/components shall be replaced using identical/matching parts/components unless approved otherwise by the MCRA designee.
2. This section is not applicable.
3. The Contractor shall be responsible in areas where sprinkler head risers have stuck in the up position, by causing them to lower prior to any mowing operations.
4. Controllers shall be checked to ensure that its clock is set to watering between 12:00am to 9:00am unless otherwise directed; or in direct violation of any water restrictions.
5. Any system(s) found to be not operating properly or have any noticeable leaks or breaks shall be reported by the Contractor to the MCRA designee during the same day found and repaired prior to leaving the premises.
6. Contractor will be responsible for replacement of plant materials including sod that die or experience excessive shock due to lack of or too much water.
7. Contractor must barricade any holes caused by repair to the irrigation system that must be left unattended with lighted barricades. Holes shall not be left open for more than five (5) calendar days and must be filled as soon as the repair is complete.
8. Contractor shall either be licensed for irrigation work or shall have a sub-contractor that is licensed for irrigation work, to oversee the irrigation maintenance and repair work. The irrigation licensee shall perform, or shall be on site to directly supervise the performance of all irrigation work.
9. Landscape irrigation schedule must follow the Broward County's Mandatory Outdoor Water Conservation guidelines.

### **3.16 GENERAL:**

**Damages:** The Contractor shall notify the MCRA or designee immediately or upon witnessed of damaged resulting from vehicle damage, storm damage, vandalism or natural cause and follow up with damaged material price proposal for repairs within 2 business days (price sheet for plant material is part of this document).

Damage caused by the contractor to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles.



Property Id: 484230340010

\*\*Please see map disclaimer



September 2, 2021

1:600  
0 25 50 100 ft  
0 5 10 20 m