

# INVITATION TO BID

## Ground Maintenance Services for Pocket Parks & Right of Way Medians

**ITB No. 2017-23**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Tony Lama  
Councilmember Timothy Daubert  
Councilmember Luis Collazo  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	February 17, 2017
<b>Non-Mandatory Pre-Bid Conference</b>	11:00 AM March 3, 2017
<b>Bids Due</b>	11:00 AM March 17, 2017

# Grounds Maintenance for Pocket Parks & ROW Medians

**ITB 2017-23**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Ground Maintenance for Pocket Parks & ROW Medians  
**ITB No.:** 2017-23  
**Non-Mandatory Pre-Bid Conference:** 11:00AM EST, Friday, March 3, 2017  
**Bids Due:** 11:00AM EST, Friday, March 17, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Ground Maintenance for Pocket Parks & ROW Medians Project ("Project"). Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with an additional virtual copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on March 17, 2017.**

### Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required to provide mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, mulching, debris pick-up, and maintenance of lakefront beaches meeting the Performance Standards established in Section E of the Contract Documents.

### Minimum Qualification Requirements:

To be eligible for award of this project, bidders must:

1. Possess a minimum of three (3) years' experience performing landscape and grounds maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity; and
2. Provide verifiable client references demonstrating successful completion of at least three (3) landscape and grounds maintenance projects with similar size, scope, and complexity from clients or agencies other than the Town of Miami Lakes within the past five (5) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

**The contract that may be awarded will be performance based and it is strongly recommended that potential bidders not familiar with this type of contract attend the pre-bid conference.**

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.



## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

#### B1.01. DEFINITIONS

1. **Acceptable Quality Level ("AQL")** means the standard at which Service is considered satisfactory as agreed upon by the Contractor and Project Manager.
2. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract(s).
3. **Basic Services** must include mowing, trimming, edging, pruning, maintenance of landscaping, debris removal, and other similar services required by the Performance Work Statement ("PWS").
4. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
5. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
6. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
7. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
8. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence must be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
9. **Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the Contract price or time.
10. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
11. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
12. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, Work Orders, Work Order Proposals, payments and other such documents issued under or relating to the Contract.
13. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
14. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
15. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
16. **Customer Complaints or Comments** means comments or complaints received by the Town from Town residents or businesses pertaining to Services provided by the Contractor.
17. **Days** mean calendar days unless otherwise specifically stated in the ITB.

18. **Defective Service** means (a) Service provided by the Contractor that does not meet the Performance Standards associated with the Task in the Performance Requirement Summary Table ("PRST").
19. **Emergency Service** means service that requires expeditious action to mitigate a hazardous condition or safety risk.
20. **Hazardous Condition** means debris or litter that is greater than 1 square foot in area, greater than 6" in length, or a rigid protrusion above the ground in excess of 4".
21. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.
22. **Landscaping** means those areas that have been changed by placing of ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.
23. **Materials** mean goods or equipment or used or consumed in the performance of the Work.
24. **Median** means the area in the center of the ROW consisting of Turf or Landscaping.
25. **Mowing Cycle** means the frequency of mowing at a Site as established by the Maintenance and Service Plan.
26. **Non-Compliant Work** means Work performed by the Contractor that has been determined through Town inspection to not meet the Performance Standards.
27. **Notice of Award** means the communication to the Contractor notifying the Contractor that it has been awarded the Contract.
28. **Notice to Proceed** means the written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
29. **Notification of Adjustment** means a form prepared by Town and delivered to Contractor detailing pending payment adjustments.
30. **Notification of Compliance** means a form prepared by Town and delivered to Contractor approving Work corrections requested by Town and completed by Contractor.
31. **Notification of Non-Compliance** means a form prepared by Town and delivered to Contractor detailing Work corrections requested by Town to be completed by Contractor.
32. **Performance Requirements Summary Table ("PRST")** means an outline of the Contract requirements that identifies the key service outputs of the Contract that will be inspected by the Town, and related Performance Standards, method(s) of performance assessment and surveillance, and the AQL.
33. **Performance Standards** means the desired results established for each Type of Work such as park mowing, roadside curb/sidewalk edging, etc. necessary to be deemed Satisfactory.
34. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
35. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
36. **Quality Assurance ("QA")** means those actions taken by the Town to assure Services meet the Satisfactory Performance Standards established by the Contract Documents.
37. **Quality Assurance Surveillance Plan ("QASP")** means an organized, written, living, document outlining the Town's methodology for monitoring Contractor performance.
38. **Quality Control ("QC")** means those actions taken by the Contractor to ensure the Contractor's performance meets the Performance Standards.
39. **Request for Information ("RFI")** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why

the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

- 40. **Re-Work** means corrective Work performed by the Contractor, at no cost to the Town, to meet the Performance Standards
- 41. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 42. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 43. **Satisfactory** means Work performed by the Contractor that has been determined through Town inspection to meet the Performance Standards.
- 44. **Site(s)** means the location(s) where Work is to be performed under the Contract
- 45. **Slope Mowing** means the mowing of natural or planted grasses and vegetation on soil slopes for the protection of the soil slopes, safety, and aesthetic purposes.
- 46. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
- 47. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 48. **Supplemental Services** means those Services under the PWS that are performed on a periodic basis for which the Contractor receives compensation, which includes, but is not limited to; fertilizing, re-seeding, and planting of flowers twice per year.
- 49. **Task(s)** means the components of Work required by the Contract Documents, which includes, but is not limited to, mowing, edging, trimming, planting, maintaining the landscape, mulching, re-sodding, and re-seeding.
- 50. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 51. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 52. **Turf** means grass or other vegetation considered desirable for the particular park or Median.
- 53. **Unsatisfactory Work** means Work performed by the Contractor that has been determined through Town inspection to not meet the Performance Standards.
- 54. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
- 55. **Work or Service** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.
- 56. **Work Order** means a document issued by the Town awarding Additional Services to a Contractor.
- 57. **Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

#### B1.02. ACRONYMS

The following acronyms must have the following meanings when used in the ITB or Contract Documents:

- AQL – Acceptable Quality Level
- CLIN – Contract Line Item Number
- ROW – Right-of-Way
- ERP – Emergency Response Plan

- M&S –Maintenance & Services Plan
- AEP – Annual Execution Plan
- QCP – Quality Control Plan
- OSHA – Occupational Safety and Health Administration
- PRST – Performance Requirement Summary Table
- QASP – Quality Assurance Surveillance Plan
- ITB – Invitation to Bid
- PWS – Performance Work Statement
- QASP – Quality Assurance Surveillance Plan
- QC –Quality Control
- UM – Unit of Measure
- SF – Square Feet
- LF – Linear Feet
- AC – Acre
- SAC – Surveillance Activity Checklist

## **B2. BID PROCESS**

### **B2.01. GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

### **B2.02. PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

The Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms or teaming agreements will not be considered for award under this ITB.

### **B2.03. BID PREPARATION COSTS AND RELATED COSTS**

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

**Bidder's must submit the line item price spreadsheet ("Spreadsheet") that is part of the Bid Form on a CD-ROM or flashdrive in MS Excel format at the time of Bid submission. Do not convert the Spreadsheet to .pdf format. Failure to submit the MS Excel Spreadsheet will result in the Bid being rejected as non-responsive.** Where a discrepancy exists between the Total Bid Amount on the hard

copy of the Bid and the Spreadsheet the price in the Spreadsheet will prevail. **The Town Form is not to be altered, unlocked, or changed in any manner, including converting the Form to .pdf. Such action will result in a Bid being rejected as non-responsive.**

The Bid Form explains how Bidders are to price each line item of the Price Form.

**B2.04. PRE-BID CONFERENCE**

A non-mandatory Pre-Bid Meeting will be held in the Community Conference Room on the first floor of the Government Center, located at 6601 Main Street, Miami Lakes, FL 33014, on March 3, 2017 at 11:00 AM. The contract(s) to be awarded will be performance based and it is strongly recommended that potential bidders not familiar with this type of contract attend the pre-bid conference.

**B2.05. QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section 1. Bidders must submit a completed Questionnaire Form utilizing the form included in Section G of the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06. EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Visit the Town sites to become familiar with conditions that may affect cost, progress, performance or furnishing of the Services.
- c. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- d. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

**B2.07. INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

**B2.08. POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any

such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

**B2.09. ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract, is in arrears to the Town, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding.

*a. Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

**B2.10. WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

**B2.11. OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.12. LOCAL PREFERENCE**

This ITB is subject to local preference under Town Ordinance 12-142, Section 13. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form and all required supporting documentation with their Bid. The Local Vendor Preference Certification Form can be found on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

**B2.13. TIE BIDS**

Preference must be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist the Award will be made by the Town Manager based on the best interests of the Town.

**B2.14. AWARD OF CONTRACT(S)**

The Town anticipates awarding one or more contracts to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

**B2.15. BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section I. together with the acceptable bonds as required in B2.17, Performance & Payment Bonds, below.

**B3. REQUIRED FORMS & AFFIDAVITS**

**B3.01. COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

**B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

**B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

**B3.04. PUBLIC RECORDS AFFIDAVIT**

The Town must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

**B3.05. PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

## **SECTION C. GENERAL TERMS AND CONDITIONS**

### **C1. CONTRACT COMMENCEMENT REQUIREMENTS**

**C1.01. CONTRACTOR'S PRE-START REPRESENTATION**

Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents.

**C1.02. WORK COMMENCEMENT CONFERENCE**

Within fourteen (14) calendar days after execution of the Contract by the Town, and before any Work is performed at the Town and the Contractor will meet to review the performance requirements, the work plan, schedule as submitted by the Contractor, the invoicing and payment process and any other details as determined by the Project Manager.

### **C2. GENERAL REQUIREMENTS**

**C2.01. GENERAL REQUIREMENTS**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.



The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### C2.02. RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### C2.03. HOURS FOR PERFORMING WORK

All Work must be performed every day between the hours of 9:00 a.m. and 3:00 p.m. on major streets and Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. on residential streets. Work on the Medians may be performed on Saturdays between the hours of 10:00 a.m. and 4:00 p.m. The Work must not be permitted in the Parks on Saturdays or outside of the dates and times agreed to in the Annual Execution Plan or without the prior written approval of the Project Manager. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### C2.04. SUBCONTRACTORS

No Subcontracting or use of a temporary labor force is permitted for this Contract. The Town may permit subcontracting for specialized grounds maintenance services that are not within the basic scope of services for this Contract. In said special circumstances, the Contractor must obtain the prior written approval of the Town before subcontracting any portion of specialized grounds maintenance work.

#### C2.05. CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article C2.06, Authority of the Project Manager, where such authority has been delegated in writing by the Town Manager.

C2.06. AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C2.07. HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work. In the event of a severe weather event, the Town must be a priority client to the Contractor. At a minimum, Contractor must respond to the Town's requests in accordance with its Emergency Response Plan submitted under Article D9.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C2.08. INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**C2.09. THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

**C2.10. ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with Article C10.03, Termination for Convenience, of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for Default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**C2.11. TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

**C2.12. APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

**C2.13. NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit,

including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

C2.14. SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
reya@miamilakes-fl.gov

Mr. Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

Procurement Department  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
procurement@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

1. Revisions and Change Orders to the Contract will govern over the Contract
2. The Contract Documents will govern over the Contract
3. The Special Conditions will govern over the General Conditions of the Contract
4. Addendum to an ITB will govern over the ITB

**C2.20. ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**C2.21. OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

**C3. INDEMNITY & INSURANCE**

**C3.01. INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

**C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of any nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

**C3.03. DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

**C3.04. INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts

necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

c. *Limit for each bodily injury by an accident must be \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease. Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. *Commercial General Liability ("CGL").*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

### 3. CGL Required Endorsements

- a. Employees included as insured
- b. Contingent Liability/Independent Contractors Coverage
- c. Contractual Liability
- d. Waiver of Subrogation
- e. Premises and/or Operations
- f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g. Loading and Unloading
- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

#### *e. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

#### *f. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

## **C4. SITE ISSUES**

### **C4.01. SITE INVESTIGATION AND REPRESENTATION**

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials,



and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Contractor must verify all Site data provided to the Contractor. Where the Contractor finds a discrepancy between the data provided and existing conditions, the Contractor must immediately notify the Project Manager and provide its findings in writing to the Project Manager.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

#### C4.02. METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to use and must not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

**C4.03. PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor is solely responsible for, and must replace and make good all loss, injury, or damage to any property including, but not limited to, landscaping, irrigation, walks, drives, structures, or utilities resulting from performance of the Work.

**C4.04. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

**C4.05. ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction must be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

**C4.06. COORDINATION OF THE WORK**

Prior to the commencement of the Work under the Contract, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work. Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

**C4.07. ACCESS TO THE PROJECT SITE(S)**

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

**C4.08. CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

Contractor must, at all times, keep the work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all Tree and landscape cuttings, excess leaves, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste

materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Subject to the following conditions, the Contractor may be authorized to dispose of the cuttings and other debris at a site that does not require the Landscape Permit. The proposed disposal site(s), which must be identified in Section G, Questionnaire, must be licensed to receive the cutting or other debris and be capable of providing the Contractor documents of disposal. Such sites and the documentation to be provided to the Town documenting disposal will be subject to the review and approval of the Town. During the Bid evaluation process the Town may require the Bidder to submit any necessary documentation to evaluate the alternative site(s). Bidder may identify up to two (2) alternate sites. Approval of alternate sites will be at the sole discretion of the Town.

Clippings, cuttings, debris, waste material or rubbish must not be disposed of in Town-owned dumpsters, or private commercial or residential dumpsters, or thrown or washed down any storm drains.

#### C4.09. MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorist and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

##### **1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. **“MEN WORKING”** signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

##### **2. When a lane is to be blocked:**

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.

c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:

- Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
- There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a Stop Work Order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a Stop Work Order.

**C4.10. STAGING AND STORAGE OF VEHICLES AND EQUIPMENT**

Work must be performed in a manner that minimizes the impact to vehicular traffic, pedestrians, homeowners, and Town park patrons and properties.

Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, will be subject to the approval of the Project Manager. Where the Work requires that equipment be stored overnight on the public right-of-way, medians, swales, or other public property, the Contractor must obtain the prior written authorization from the Project Manager.

The Project Manager may, at his sole discretion, authorize the Contractor to store its vehicles and/or equipment on Town Property. Contractor should not anticipate approval of long term storage or use of Town Property. Such authorization will be granted in writing in advance of any such storage and only for short term usage. Should the Contractor store any of its equipment or vehicles on Town property, the Town assumes no liability or responsibility for the safety of such equipment or vehicles.

**C4.11. ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all power required for the performance of the Work, including the use of generators, fuel, etc. The use of a generator is subject to the prior approval of the Project Manager and may be withheld when the Work is in a primarily residential neighborhood.

Contractor will be responsible to provide all of its employees sufficient access to drinking water at the Site(s).

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utility sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

**C5. SAFETY ISSUES**

**C5.01. SAFETY PRECAUTIONS**

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

#### **C5.02. MATERIAL SAFETY DATA SHEETS**

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
  - a. The potential for fire, explosion, corrosion, and reaction;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

### **C6. PLANS, DOCUMENTS & RECORDS**

#### **C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions

and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

**C6.02. REQUEST FOR INFORMATION**

The Contractor must submit a Request for Information (“RFI”) where the Contractor believes that the Contract Document’s specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

**C6.03. ACCESS, REVIEW AND RELEASE OF RECORDS**

Town will have the right to inspect and copy, at Town’s expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

*a. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency’s requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*b. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records**

relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).

## **C7. CONTRACTOR RESPONSIBILITIES**

### **C7.01. LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

#### *a. Minimal Disturbance*

All Work done by the Contractor or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

### **C7.02. VEHICLES AND EQUIPMENT**

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All equipment must be well maintained and all hand tools must be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor must list all equipment and vehicles owned or under lease or rental contract, including information on their age and whether they will be dedicated for use solely on this Project as part of its response to the Questionnaire in Section G of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation.

### **C7.03. SUPERVISION OF THE WORK**

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.



The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

**C7.04. TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

**C7.05. TAXES**

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor must include all sales and other taxes for which it is liable in its Bid price.

**C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

**C7.07. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C7.09. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article C8.

**C8. PAYMENT PROCESS**

**C8.01. COMPENSATION**

Contractor must be paid for Work performed based on CLIN(s) established in the Contract.

**C8.02. PAYMENTS**

Payments must be based on the invoices submitted on a monthly basis for Work performed in the previous month. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor must be done in accordance with Article C8.03, Invoicing, of the Contract. All payments must be made in accordance with the State of Florida Local Government Prompt Payment Act.

**C8.03. INVOICING**

Contractor must invoice upon completion of a Designated Area unless otherwise approved in writing by the Project Manager. The invoice must be signed by the Town Arborist with a statement that the Arborist is certifying that the invoiced Work meets the standards and requirements established in the Contract. Contractor must use the Town's Grounds Maintenance Invoice Form, which the Town will make prior to the commencement of the Work and will also be made available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

When Contractor invoices for an Additional Service, Contractor must include receipts for all materials purchased during the performance of Additional Services.

**C8.04. REIMBURSABLE EXPENSES**

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Project Manager before the expense is incurred. Reimbursable expenses must only apply to Additional Work issued under Articles D8, Monthly Report, and D9, Emergency Response Plan, and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

**C8.05. LINE ITEM PRICING**

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C8.06. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

**C8.06. ADDITIONAL LINE ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

**C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS**

**C9.01. FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

**C9.02. CHANGE ORDERS**

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.01.

**C9.03. FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a Force Majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town.

A Force Majeure event **does not include** inclement weather except that which is permitted by Florida law and does not include the acts or omissions of Subcontractors or suppliers.

**C9.04. EXTENSION OF TIME**

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work as established by the Maintenance and Services Plan ("M&S") by the neglect or failure of the Town or by a Force Majeure, then the time frame set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed; and
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C9.05, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

**C9.05. EXCUSABLE DELAY, NON-COMPENSABLE**

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

**C9.06. CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in

Article C2.18, Notices, within the timeframe established in Article C9.04, Extension of Time, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.04, and Article C9.05. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### C9.07. DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Procurement Department as identified in Article C2.18, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's

Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### C9.08. CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and the Work must not be delayed or postponed pending resolution of any disputes or disagreements. Failure to continue the Work will place the Contractor in default of the Contract.

#### C9.09. FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

**C9.10. STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C9.11. MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**C9.13. CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

**C10. EARLY TERMINATION & DEFAULT**

**C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:



1. Any amount of any claim by a third party;
2. Any Liquidated Damages; and/or
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

#### C10.02.CONTRACTOR DEFAULT

*a. Event of Default*

An Event of Default ("Default") means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein; or
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default-Opportunity to Cure*

In the Event of Default, the Town may, at its sole discretion, notify the Contractor of its Default, specify the basis for such Default, and provide the Contractor with an opportunity to cure within a time frame specified by the Town. The Town reserves the right to terminate the Contract should Contractor fail to cure its Default within the specified time frame. Regardless of whether the Town issues such notification, the Town retains the right to terminate the Contract for Default under Article C10.02c and seek all remedies available at law.

The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

*c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

#### **C10.03. TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date") and must:

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. Turn over all documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C10.04. REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### **C10.05. FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **C11. SUBSTITUTIONS**

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and

documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

## **C12. INSPECTION OF THE WORK**

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

**END OF SECTION**

## **SECTION D. SPECIAL TERMS AND CONDITIONS**

### **D1. SCOPE OF WORK**

Contractor must provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the Ground Maintenance Services are performed in a manner that will meet the Performance Standards and all requirements of the Contract Documents.

### **D2. CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and must remain in effect for a term of thirty (30) months from the date of execution unless extended in accordance with Article D3, Contract Term Extension Incentive. In no event must the Contract remain effective for longer than sixty (60) months from the date of execution. No Work must commence until a written Notice to Proceed is issued.

### **D3. CONTRACT TERM EXTENSION INCENTIVE**

As an incentive to fully meet Town service expectations, the Contractor must be granted a one (1) month extension of the Contract term, beyond thirty (30) months, for each three (3) month consecutive rolling period that the Contractor meets all of the stated Performance Standards. The Contract Term Extension Incentive provision will become effective six (6) months from the commencement of the Work.

Example: Contractor meets all the Performance Standards for months 7, 8, and 9; the Contract would be extended for 1 month, extending the total Contract term to thirty-one (31) months. Should the Contractor meet all the Performance Standards for month 10 but fail to meet the Performance Standards for month 11, the accrual cycle of three (3) consecutive months would start over.

Each extension must be issued through a Change Order to the Contract under Article C9.02. The maximum term of the Contract must be sixty (60) months.

### **D4. MAINTENANCE & SERVICE PLAN**

The Contractor must prepare a Maintenance and Service Plan ("M&S") establishing a program of inspections and maintenance for meeting the Performance Standards of the Contract Documents. The Contractor must submit the M&S for the first twelve (12) months of the Contract term to the Project Manager within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Project Manager recommend or require revisions, the Contractor must make the necessary revisions and resubmit a revised M&S to the Project Manager within seven (7) days. Thereafter, the Contractor must submit another M&S to the Project Manager sixty (60) days prior to the start of each twelve (12) month period.

The M&S must:

- Outline the Contractor's overall strategy for providing the Grounds Maintenance Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and maintenance for each Contract year, to include a month to month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's program;

- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Identify any Project Sites that cannot be brought to the Performance Standards without replacement of the Turf; and
- Propose the areas at the Project site(s) considered to need re-sodding to be brought to the Performance Standards and the associated cost for completing the Work.

Once accepted, the Contractor's M&S Plan will provide the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents. Upon approval of the M&S, the re-sodding must be incorporated into the Annual Execution Plan required under Article D5.

#### **D5. ANNUAL EXECUTION PLAN**

The Annual Execution Plan ("AEP") must include a breakdown of the Work to be performed on a monthly basis by Task and Site, and must also include a breakdown of the labor force and equipment to be used on a monthly basis. The Contractor must reflect in the AEP when the semi-annual planting, fertilization, mulching, re-seeding, and re-sodding will occur. The AEP must also reflect a budget estimate for each month.

The initial AEP must be submitted within fourteen (14) days of execution of the Contract. Each subsequent AEP must be submitted one month prior to the start of the new Contract year. Any revisions to the AEP must be subject to the prior written acceptance of the Project Manager.

#### **D6. QUALITY CONTROL PLAN**

Within fourteen (14) days of the execution of the Contract, the Contractor must submit a Quality Control Plan ("QCP") to the Project Manager for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the Contractor will monitor its own Work to ensure that the Work is performed and meets the Performance Standards established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP must be designed to keep the Contractor's management and the Town informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum the QCP must address the following:

- An inspection system that is tailored to the different Tasks and Sites covered under the Performance Work Statement;
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Town Inspectors or the Project Manager independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Project Manager access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;

- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
- The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Project Manager, with requested revisions or corrections. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Project Manager.

The Contractor must perform quality control inspections by qualified personnel (i.e. personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Project Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Project Manager.

## **D7. WEEKLY WORK PLAN**

Concurrent with the submission of the AEP, the Contractor must submit a work plan for the initial two weeks of Work. Subsequently, the Contractor must provide a Work Plan every Thursday to the Project Manager, which will reflect the Work to be performed during the next week, broken down by Site(s) and Task, and day(s) of the week the Work will be performed.

## **D8. MONTHLY REPORT**

The Contractor must furnish a monthly report ("Report") to the Project Manager no later than the fifteenth (15<sup>th</sup>) of each month that must consist of five (5) parts, broken down as follows:

### Part 1

Prior month's Basic Services activities accomplished, identified by park or roadway and must include the date(s) the Work was performed.

### Part 2

Prior month's Supplemental Services activities accomplished, identified by park or roadway, the date(s) the Work was performed and the cost(s) associated with the Work.

### Part 3

Prior month's Re-Work activities accomplished, identified by park or roadway, the date(s) the Work was performed.

### Part 4

Prior month's Additional Services activities accomplished, identified by park or roadway, the date(s) the Work was performed.

### Part 5

Prior month's inspections conducted under the QCP. This Part of the Report must include the following details:

- a. Dates of inspections
- b. Name and signature of inspector

- c. Location of the inspection
- d. Work inspected
- e. Locations found to be in compliance with the Performance Standards
- f. Locations found to be non-compliant
  - i. Deficiencies found per location
  - ii. Actions taken to correct deficiencies
  - iii. Actions taken to mitigate future occurrences of the deficiencies

Contractor must provide Project Manager with a hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring.

## **D9. EMERGENCY RESPONSE PLAN**

The Contractor must prepare and furnish to the Project Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures with the Town.

The ERP must include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. In the event that services or equipment are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with Article D12 of the Contract.

## **D10. LABOR, EQUIPMENT & MATERIALS**

The Contractor must furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools must be operated within the safety parameters as defined by the manufacturer and OSHA; and, must be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

## **D11. PERSONNEL REQUIREMENTS/QUALIFICATIONS**

### **D11.01. GENERAL**

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor must provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the Town's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

### **D11.02. PROGRAM MANAGER**

The Program Manager must have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract including authority to accept and sign for notice of deductions, inspections reports and all other correspondence on behalf of Contractor. The Program Manager must be available to discuss

Contract matters and performance issues with the Project Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor must provide to the Project Manager the contact information (i.e. phone, email address, cell phone, etc.) for the Program Manager and an alternate individual, within five (5) days of execution of the Contract. The Contractor must provide an updated list no less than five (5) days of any changes of the Program Manager or contact information provided.

D11.03. FIELD SUPERVISOR

The Contractor must provide a qualified on-site full-time working Field Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) must have **full authority** to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Field Supervisor must be the central point of contact in the field for the Town; and, must effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A résumé for the Field Supervisor must be submitted with the Contractor's as specified in Exhibit D, Deliverables, of the Contract, which must include all contact information (i.e. telephone, email address, cell phone, etc.). The Field Supervisor must have a minimum of three (3) years of experience as a grounds maintenance supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Project Manager must be notified and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Project Manager with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

D11.04. PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals must be authorized to work under this Contract. The Contractor must submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list must be updated immediately when changes occur (See Exhibit D, Deliverables).

D11.05. UNIFORM/APPEARANCE

Contractor personnel located at Work sites must present a neat appearance, and must wear distinct clothing bearing the Contractor's name for easy identification. All Contractor employees, including the Field Supervisor, must wear a distinctive, neat, and freshly laundered uniform, which the Contractor must supply at no cost to the employee. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Project Manager to be unacceptable for representing the Town. The Project Manager may request the removal of any employee not properly uniformed.

D11.06. STANDARDS OF CONDUCT

The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect



credit on themselves, their employer, the community, and the Town. Being that the Contractor will be visible at all times to the public during the performance of its duties under the Contract, the Contractor should ensure its employees continue to adhere to standards of conduct while on breaks. Contractor's employees must not sleep or lay down in public view at any time during the Work. If any of Contractor's employees are found sleeping or laying down in public view by Town staff, or if such activity is reported by the public and verified by the Town, the Town may impose a performance penalty of \$250 per occurrence assessed to the Contractor.

D11.07. ALCOHOL AND CONTROLLED SUBSTANCES

Contract employees must not possess, distribute, consumer, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Contractor employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

D11.08. EMPLOYEE SAFETY REQUIREMENTS

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

D11.09. EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers, trucks, and etc., and must maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor must provide training to all employees, at the Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time must the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking during performance of the Work under this Contract.

**D12. ADDITIONAL SERVICES**

The Town may request Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager must issue a Work Order for the Contractor to perform the additional Work.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, additional watering, leaf pick-up, soil amendments, grading and leveling of grounds, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with the procedures set forth in Article D13, Work Orders.

### **D13. WORK ORDERS**

The Town must issue a Work Order for all Additional Services to be performed by the Contractor. Upon receipt of a request for additional Work from the Project Manager, the Contractor must prepare a Work Order Proposal. Work Order Proposals must use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal must include the following:

- A detailed description of the work to be performed, and if required, the method(s) to be used in performing the work;
- Information on materials to be used including any mark-up details and MSDS data sheets;
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions must be subject to the approval of the Project Manager, and the classification or hourly rate will be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town; and
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

### **D14. CONTRACT SURVEILLANCE**

The Town will execute a Quality Assurance Surveillance Plan ("QASP") outlining the surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance. The Town may change surveillance methods or levels of inspection at any time. The Town's QASP is provided as Exhibit F of the Contract for information purposes only.

If Non-Compliant Work is identified, through random or unannounced inspections, or any other circumstance in which the Town becomes aware of Non-Compliant Work, the Contractor will be notified in writing within two (2) business days and provided a copy of the inspection report. Where possible, Contractor must correct all Non-Compliant Work within two (2) business days, during which time the Contractor must not be assessed any payment reduction. Failure to correct the Non-Compliant Work must result in the Town assessing a payment reduction for each day the Non-Compliant Work remains out of compliance with the Performance Standards. The payment reduction will be assessed against the Contractor's monthly invoice, accruing from the date of notification of the Non-Compliant Work through issuance of a notification of compliance, excluding those instances where the Town has provided a grace period for the Contractor to correct the Work and the Contractor has corrected the Work within the grace period.

In addition to random or unannounced inspections, the Town must conduct planned inspections within the first 15 days of each month, which will be conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor an opportunity to correct any Non-Compliant Work or the Town will assess a payment reduction for the Unsatisfactory Work.

When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the

Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town must assess a payment reduction of \$250.00 to cover the administrative expenses associated with each re-inspection effort; such reduction will be in addition to other payment reductions that may apply per the Contract. The Contractor must be assessed the administrative fee in accordance with Article D16, Payment Reduction.

## **D15. UNSATISFACTORY WORK**

Contractor must be notified in writing by the Project Manager of all Unsatisfactory Work. Where possible, the Project Manager will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe, no payment reduction will be assessed other than the \$250.00 reduction to cover the Town's administrative costs.

## **D16. PAYMENT REDUCTION**

### **D16.01. REDUCTIONS FOR NON-COMPLIANT OR UNSATISFACTORY WORK**

All Work is subject to inspection by the Project Manager, Inspector, or other authorized Town representative. As a result of these inspections, resident input, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the Performance Standards, inclusive of the permissible Acceptable Quality Levels ("AQL"), the Town may reduce payments to the Contractor by an amount equal to the value of the Unsatisfactory or Non-Compliant Work. The Project Manager will determine the appropriate reduction using the procedures provided for in Article D14, Contract Surveillance and this Article. Reductions may be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Project Manager as to any reduction, such disagreement must be subject to Article C9.07, Disputes and Mediation.

### **D16.02. PAYMENTS ADJUSTMENTS**

The Project Manager will inform the Contractor, in writing, of all Non-Compliant or Unsatisfactory Work that has not been corrected within the two (2) day requirement by delivering a Notification of Adjustment that provides details, including the type(s) and dollar amount(s) of proposed reductions.

The Contractor may, within ten (10) working days of receipt of the Notification of Adjustment, present to the Project Manager a written objection to the adjustment containing specific reasons why any or all of the proposed reductions are not justified. Written objections must be supported by specific facts that justify reconsideration and/or adjustment of the reduction amount. Failure to respond to a Notification of Adjustment will be interpreted to mean that the Contractor accepts the deduction as proposed.

All or a portion of the final payment may be delayed or withheld until the Project Manager makes a final decision on any pending proposed reduction(s).

### **D16.03. REDUCTIONS**

Inspection sheets prepared by Town inspectors must identify Work inspected and indicate if the Work meets the Performance Standards. Any Work identified that is not performed in accordance with the Performance Standards is subject to the application of payment Reductions.

The Reduction rate for the Work will be calculated using the fixed monthly rate established in the Contract for the type(s) of Work performed.

Example of Reduction Rate Calculation:

**Mowing:**

Note: Where possible, the calculation should be based on an acre to acre calculation. However, where this is not possible, the acreage should be converted to square yards, with 1 acre equal to 43,560 square feet.

1. Total Work site are to be mowed is 2 acres
2. Total area/percentage not meeting Performance Standard: 0.5 acres or 25%
3. Monthly rate for mowing of Work site area inspected: \$400
4. Payment reduction for Work site:  $\$400 \times 25\% = \$100$

**Shrubs/Hedges:**

Note: Can also be calculated on linear feet for continuous lengths of hedges.

1. Total Work site number of shrubs/hedges to be maintained: 30
2. Total number of hedges not meeting Performance Standard: 5
3. Total cost to maintain shrubs/hedges at Work site area: \$150
4. Cost per shrub/hedge:  $\$150/30 = \$5$
5. Payment reduction for Work site:  $\$5 \times 5 = \$25$

**Application of Reductions**

- a. The Town may assess payment reductions for any Non-Compliant or Unsatisfactory Work against any outstanding payment due the Contractor.
- b. The Town may assess a fee of \$250.00 for each re-inspection where Work is identified as Non-Compliant or Unsatisfactory Work and a re-inspection is required. Such fee is assessed as Liquidated Damages to offset the administrative costs to the Town to conduct the inspection and any necessary re-inspection.
- c. The Town may deduct \$250.00 for each QCP inspection it performs if the Contractor does not submit a QCP to the Town as Work not performed by the Contractor.
- d. The Town may retain up to 20% of any or all outstanding invoices for Work performed due to the Contractor's failure to provide any required Deliverable or Report required by the Contract Documents. The Town must release the funds upon compliance with the requirements of the Contract Documents. Should any retainage remain at the end of the Contract, the Town must retain the funds based on the Work not being performed in accordance with the Contract Documents. The Project Manager must notify the Contractor of all monies withheld under this Article.

**D17. FDOT SPECIFICATIONS**

FDOT specifications may apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. When FDOT specifications apply to a particular Work site or project, said specifications will be established by Work Order and Contractor will be notified of the additional specifications. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

**D18. WARRANTY**

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor must correct the Work at no cost

to the Town and/or the Town may reduce payments in accordance with Article D16, Payment Reduction.

#### **D19. RESTRICTION ON PARKING**

Where parking areas must be blocked off to perform the Work, the Contractor can post “No Parking” notices or similar signs twenty-four (24) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

#### **D20. TRAINING**

Contractor must provide all required training to its employees performing Work under this Contract. Employees must be provided training commensurate with the Work they will be performing. At a minimum, employees should receive the following training:

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment

Contractor must provide proof of training of the workers who will perform Work upon the request of the Project Manager. Where the Contractor replaces or adds workers to perform Work, the Contractor must provide proof of training prior to the worker performing any Work. The Project Manager may direct the Contractor to remove any worker for whom the training documentation has not been provided.

**END OF SECTION**

## **SECTION E. PERFORMANCE WORK STATEMENT**

### **E1. DESCRIPTION OF SERVICES**

The Contractor must provide all personnel, equipment, tools, supervision, and other items and services both necessary and incidental to ensure that the Grounds Maintenance Services are performed at the Town's Pocket Parks and Medians indicated in Exhibit A in a manner that will maintain healthy Turf, lakefront beaches, shrubs, and plants and present a clean, neat, and professional appearance. The Work must include but not be limited to maintenance and repair of grounds, landscaping, irrigation systems, tree water sprout removal up to 8 ft. high, shrub pruning, planting, fertilization, clean-up of litter and debris inclusive of leaves, landscaping operations, and other services as required to provide complete grounds maintenance.

The following maps have been provided to show the locations of the Town's Parks and roadways where the Medians are located:

- Exhibit B – Pocket Parks
- Exhibit C – Landscape Areas
- Exhibit G – Roadway Maps
  - Red reflects maps covered under the Contract

A Performance Requirement Summary Table has been included as Appendix E to provide an overview of the PWS as well as provide an easy reference to portions of the PWS.

### **E2. MOWING**

Properly maintained grass and vegetation provides a pleasing appearance and proper ground cover for recreational areas and Medians, are essential elements of a healthy community. More vitally, presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained roadside shoulders, and slope defects.

All Turf must remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.

Contractor must address leaves on the ground at the time of mowing and the associated cost must be included in the cost of mowing.

Contractors must be responsible for the removal of water-sprouts/suckers growing from trees in areas where ground maintenance is being conducted, up to the height of 8 feet.

The Contractor's M&S Plan must include the grass cutting and mowing schedule, including the minimum number of mowing cuts required by the PWS.

The standards for mowing are:

- a. Turf must be cut on approximately 66 acres of Turf located in the Town's Pocket Parks and 40 acres of Turf located in the Town's roadway medians as indicated in Exhibit A.
- b. Contractor must perform a minimum of 35 cuts per year for all Parks inclusive of adjacent swale areas and 30 cuts per year for all Medians and road right of way swale areas, which will be compensated in accordance with the prices contained in the Bid Form. Any additional cuts required to meet the Performance Standards must be performed at no additional cost to the Town.

- c. The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas must look well-manicured at all times. The ranges for the Turf, which vary by season are:
- i. **Winter Months (Oct 31 – Apr. 30<sup>th</sup>)** – 4” to 5”
  - ii. **Summer Months (May 1<sup>st</sup> – Oct 31)** – 3” to 4.5”
- d. There must never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No Turf clippings or trimming must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.
- e. Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. Bare grass areas must be restored and reseeded or re-sodded and soil conditions improved at no cost to the Town. All stones and rubbish that appear on the surfaces must be removed. The areas must be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, must be restored and reseeded as approved by the Project Manager to match the existing Turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor must perform soil testing and sampling at the Project Manager’s request, which must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.
- f. Slope Turf height must not exceed the heights and bare area requirements established above, excluding seed stalks allowed to remain by the Project Manager

### **E3. EDGING**

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the Pocket Parks or Roadway Medians must be edged concurrently (same day) with each mowing cycle. Edging height must match surrounding area Turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas must be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
- Edging must be performed at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.
  - No vegetation or debris may encroach onto the curb or sidewalk for more than 3” for more than 10 continuous feet.
  - No deviation of soil height of more than 4” above or 2” below the top of curb or sidewalk, may exist for more than 10 continuous feet.
  - No vegetation may encroach more than 3” over the curb or sidewalk for more than 10 continuous feet.
  - No grass, vegetation, or debris may encroach within 3” onto a bike path for more than 10 continuous feet.
  - No encroachment of vegetation more than 3” over mulch on trees and landscape beds.

- b. This Work involves approximately 389,443 linear feet of sidewalks, driveways, and curbs.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals must be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
- d. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

#### **E4. LINE TRIMMING**

Turf must be line trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Line Trimming must be performed concurrently (same day) as Turf mowing. Trimming height must match surrounding area Turf heights. This task must be completed for all areas as shown in Exhibit A. All areas must be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming must be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement must occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work must be completed by Contractor at no cost to the Town.

Trimming must be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings must be removed after trimming.

#### **E5. LANDSCAPING**

All Landscaping must be maintained in a healthy, neat, and attractive condition and must be maintained in accordance with the American Society of Landscape Architect's standards.

Contractor must fertilize, water (as necessary), trim, mow, eliminate weeds, add or replace mulch around all landscaping, cul de sac areas and flower beds as identified in Exhibit C, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers must be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs must be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

The Contractor must maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds must not be permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor must replace all flowers four times (4x) per year at intervals specified in the Maintenance and Service Plan. Flowers should be a minimum of 1 pint/pot container size between 4-6 inches tall. The Contractor must be compensated in accordance with the prices established in the Contract Documents for the semi-annual replacement of the flowers. The types of flowers to be planted must be subject to the prior written approval of the Project Manager prior to planting.



Contractor must maintain at least two inches (3") of mulch around all trees, landscaping and flower beds, which must extend two feet (2') from the base of the landscaping. Contractor must replace the mulch twice per year as part of the M&S Plan. The annual replacement of mulch must be compensated in accordance with the cost(s) established in the Contract. The Project Manager must have the discretion to postpone or eliminate a replacement cycle(s).

## **E6. WEED CONTROL**

The Contractor must perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, gutters, drains, concrete areas, etc.

- a. Landscaping, including all Flower beds, must receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines must be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor must trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control must be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time must there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences must be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf must be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

1. Annual, Purple, and Yellow Sedge
2. Broomsedge
3. Castor Bean
4. Cogon grass
5. Crowsfoot
6. Dogfennel
7. Goosegrass
8. Johnsongrass
9. Maiden Cane
10. Ragweed
11. Rhodesgrass
12. Sandspur
13. Spanish Needle
14. Tropical Soda Apple
15. Vaseygrass
16. White Clover
17. Dollarweed
18. Florida Pusley, Largeflower Pusley

## **E7. LITTER/DEBRIS REMOVAL**

Litter removal from parks and roadside areas is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the Parks and adjacent swale areas, Cul de Sacs, Landscape Areas and on the Medians and swales is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Parks, the motorists, pedestrians, and the equipment operators.

The Contractor must perform litter and debris removal in all areas where Work is performed. Responsibilities must include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, leaves, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves must be removed from all Turf areas, gutters, sidewalks, pathways, and paved areas.

Contractor must sweep all driveways, parking areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor must properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or Turf trimmings.

Contractor must notify the Project Manager of any debris or any other situation(s) that create a Hazardous Condition. Failure to report a Hazardous Condition must result in a reduction in payment in accordance with Article D16, Payment Reduction.

## **E8. IRRIGATION SYSTEM MAINTENANCE**

The Contractor must be responsible for the complete management, operation and maintenance of all irrigation systems. Exhibit H indicates the location of irrigation systems.

Within thirty (30) days of Contract execution, the Contractor must complete an assessment to determine what repairs are required at each Project Site to bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by Project Site of the repair work required and the cost of repair.

Contractor will be responsible for each Irrigation System once it is fully operational. The Contractor must ensure that the Irrigation Systems are maintained in good working order and in operating condition at all times. Contractor will be reimbursed for the purchase of materials only, at actual cost to the Contractor, without mark up, to maintain the Irrigation System except where the repair or replacement results from damage caused by the Contractor. Any damages resulting from accidents, vandalism, or an Act of God are reimbursable to the Contractor on a materials basis only. Under no circumstances will the Town will reimburse Contractor for mark-up on material cost.

Contractor must be required to submit a monthly wet-check report to ensure the proper coverage is being achieved, and utilize this wet-check report for proposals for repairs.

## **E9. IRRIGATION**

All improved and existing areas must receive sufficient amounts of water to Flower beds, Turf and Landscaping, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.

## **E10. PEST IDENTIFICATION AND CONTROL**

The Contractor does not have the responsibility for the control of disease(s); however during performance of the Work, Contractor must identify disease(s) and pest infestation(s) and report such finding to the Project Manager in writing. The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Project Manager. The Contractor's DPMP must establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and must be considered an Additional Service.

Contractor must only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds must be performed in accordance with federal and state regulations. Any pesticides must be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor must replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

## **E11. FERTILIZING**

The Contractor must perform an effective commercial fertilization program that must include fertilizing four times (4x) per year. Fertilizers must be approved in advance by the Project Manager and must be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied must be based on results of soil test(s). Soil test(s) must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

Contractor must notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Town operations or activities.

Contractor must maintain records of all fertilizer usage on a Contractor provided form. This form must be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

Contractor must apply the scheduled fertilizing in accordance with the M&S Plan. The Contractor must be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the fertilizing Work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Town must only pay the Contractor when the fertilizer is applied. The forms documenting the application must be submitted with the Contractor's invoice for the same period.

Contractor may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf. Such application(s) of fertilizer must be performed at no additional cost to the Town.

Fertilizer must be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

## **E12. HERBICIDES**

Contractor may use selective herbicides to kill all weeds and foreign grasses in the performance of the Work. Use and application must be in strict compliance with the manufacturer's label directions.

Contractor must only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor must be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide usage must be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor must maintain records of all herbicide usage on a Contractor provided form. This form must be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Project Manager.

## **E13. LAKEFRONT BEACHES**

The Contractor must maintain a neat, well-defined, rock/debris and weed/vegetation free beach and shoreline area(s) in the lakefront beach parks, which are identified in Exhibit C. The Contractor must be required to replenish sand on the shorelines utilizing pure, bleached beach sand in accordance with the Contract Documents two times (2x) per year. The Contractor must remove any floating debris found near the shoreline. All herbicides used for shorelines must be manufacturer approved for use in aquatic areas, such as Rodeo or Aquamaster, and must be subject to written approval of the Project Manager prior to application.

Contractor must notify the Project Manager two (2) weeks in advance of replenishing the sand so that the Project Manager can make any necessary changes to Town operations or activities. The sand to be used for replenishment must be subject to the prior written approval of the Project Manager.

Contractor must maintain records of replenishment of the sand on a Contractor provided form. This form must be filled when the Work is performed, and all entries must be available for inspection upon request from the Project Manager.

Contractor must replenish the sand in accordance with the M&S Plan. The Contractor must be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the Work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled replenishment. The Town must only pay the Contractor when the sand is replenished. The forms documenting the replenishment must be submitted with the Contractor's invoice for the same period.

## **E14. REPAIR OF DAMAGED AREAS**

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) must be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas must be repaired to match the surrounding area, if damaged.

## **E15. EMERGENCY AND SPECIAL SERVICES**

Upon notification by the Project Manager, through the issuance of a Work Order, the Contractor must perform emergency or special grounds maintenance required in areas covered under the

Contract. Upon notification of an emergency, the Contractor must respond to the Project Manager within two (2) hours to meet with the Project Manager or Procurement Manager and initiate emergency services. Upon receiving direction by the Project or Procurement Manager, Contractor personnel must begin emergency work within two (2) hours. The Project Manager will notify the Contractor twenty-four (24) hours prior to the need for special services or as soon as a special services requirement is known.

## **END OF SECTION**

## SECTION F. APPENDICES

### F1. APPENDIX A

#### Pocket Parks

Site	Acreage of Site	Landscape Material (LF)	LF of Sidewalk/Edging
Rotary Park - 13890 NW 67th Ave.	0.27		522
P1 - 16100 W Troon Circle	0.34	210	600
P2 (Loch Lomond) - 7105 Prestwick Pl.	0.38	110	608
P2 (Lake Patricia) - 6280 Lake Patricia Dr.	0.53	185	650
P3 (Loch Lomond) - 6900 Gleneagle Dr.	0.40		680
P3 (Lake Patricia) - 6357 Lake Patricia Dr.	0.52	165	441
P4 - 6434 Lake Patricia Dr.	0.47	160	630
P5 - 14028 Lake Saranac Ave.	0.33	80	336
P6 - 14210 Lake Saranac Ave.	0.52	200	640
P7 - 14320 Lake Saranac Ave.	0.96	320	973
P10 - 6271 Lake Champlain Ter.	0.38	75	579
P11 - 6276 Lake Geneva Rd.	0.42		590
P12 - 6651 Harris Ter.	0.32		468
P13 - 14410 Harris Pl.	0.42	85	825
P14 - 6315 Miami Lakeway South	0.24	170	395
P15 - 14810 Palmetto Palm Ave.	0.32	130	500
P16 - 14620 Palmetto Palm Ave.	0.48		620
P17 - 6976 Maple Ter.	0.45	170	655
P18 - 6943 Willow Ln.	0.39		563
P19 - 14416 Mahogany Ct.	0.40		565
P20 - 14611 Mahogany Ct.	0.47	120	623
P22 - 14125 Alamanda Ave.	0.36	160	495
L22 - 8511 Dundee Ter.	0.28		432
P23 - 6961 Bamboo St.	0.32	15	469
P24 - 7235 Bamboo St.	0.25		363
P25 - 7030 Miami Lakeway South	0.58		742
P26 - 14000 NW 67 Ave.	0.60		1218
P28 - 7350 Sabal Dr.	0.24		463
P29 - 14170 Leaning Pine Dr.	0.29		437
P30 - 14295 Sabal Dr.	0.27		668
P31 - 7255 Poinciana Ave.	0.25		506
P33 - 15200 Miami Lakeway South	2.09		3184
P34A & B - 15220 Miami Lakeway East	1.20		1100
P35 - 7370 Miami Lakeway South	0.91	100	833

P36 - 7050 Miami Lakes Dr.	0.11		331
P37 - 14480 Dade Pine Ave.	0.23	55	612
P38 - 14844 Dade Pine Ave.	0.12	15	206
P39 - 6880 Miami Lakes Dr.	0.39		490
P40 - 7014 Crown Gate Pl.	0.12		586
P41 - 15520 Turnberry Dr.	0.43		673
L41 - 14100 Garvock Pl.	0.26	50	420
P42A & B - 15017 Coconut Ct.	0.14		514
P43 - 7420 Miami Lakeway South	0.65	200	1813
P44 - 6640 Ludlam Dr.	0.38	105	637
P44B – 76950 Fairway Drive	0.16	135	355
P45 - 6550 Miami Lakes Dr. East	0.21		415
P46 - 6550 Miami Lakes Dr. East	0.21		415
P47 - 6480 Miami Lakes Dr.	0.35		800
P48 - 6850 Fern Dr.	0.53		617
P49 - 15500 NW 67 Ave.	0.21		396
P50 - 16470 Loch Ness Dr.	1.78		1513
P51 - 6970 Loch Ness Dr.	1.05		877
P52 - 6700 Loch Ness Dr.	1.36		1817
P53 - 7281 Fairway Dr.	0.40		684
P55 - 6699 Windmill Gate Rd.	0.00		0
P56 - 16331 Ravenwood Pl.	0.22		396
P57 - 6402 Turkey Run Ter.	0.23		396
P58 - 6349 Jack Rabbit Ln.	0.65	92	727
P59 - 15210 Durnford Dr.	0.30		441
P60 - 15341 Turnbull Dr.	0.50		689
P61 - 15430 Durnford Dr.	0.73		757
Tract A - 15211 Loch Isle Dr.	0.21	42	376
P62 - 15181 Loch Isle Dr.	0.27		0
P63 - 15180 Loch Isle Dr.	0.27		0
P64 - 15320 Loch Isle Dr.	0.27		0
P65 - 15181 Loch Isle Dr.	0.33		0
P66 - 15132 Menteith Ter.	0.33	105	610
P68 - 8560 Menteith Ter.	0.39		506
P69 - 8210 Dundee Ter.	0.55		615
P70 - 8295 Balgowan Rd.	0.16		330
P71 - 8335 Rednock Ln.	0.20	70	381
P72 - 8461 Rednock Ln.	0.25		405
P73 - 8460 Dundee Ter.	0.18		375
P74 East - 15690 Bull Run Rd.	2.47		3710

P75 - 14961 Dunbarton Pl.	0.32		429
P76 - 8422 Rednock Ln.	0.14		360
P77 - 8441 Ardoch Rd.	0.44		541
P78 - 8620 Ardoch Rd.	0.66		737
P79 - 14965 Balgowan Rd.	0.52		635
P80 - 14962 Rednock Ln.	0.44		550
P82 - 14708 Breckness Pl.	0.73		862
P83 - 8445 Glencairn Ter.	0.74	160	508
P84 - 8901 NW 148 Ter.	0.16	150	332
P85 - 9206 NW 144 Ter.	0.29		505
P86 - 7815 NW 165 St.	0.22	220	560
P87 - 8767 NW 139 St.	0.31	284	484
P88 - 8901 NW 169 Ter.	0.70		1260
P89 - 8840 NW 170th St	4.50		2865
P90 - 16554 NW 86 <sup>th</sup> Ct.	0.26		400
P91 - 1408 Palmetto Frontage Rd. (K-9 Cove)	2.10		1850
Lot D - 7237 Bamboo St.	0.44	250	600
<b>Totals</b>	<b>47.25</b>	<b>4388</b>	<b>61736</b>

### Neighborhood Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging
P74 West - 15151 NW 82nd Ave.	10.50	240	3191
P54 - 6075 Miami Lakes Dr.	2.27	504	2334
<b>Totals</b>	<b>12.77</b>	<b>744</b>	<b>5525</b>

### Lakefront Beach Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging	SF of Beach Area
P8 - 14105 Lake Childs Ct.	1.20		1414	6210
P21 - 6890 White Oak Dr.	1.61	60	1676	6510
P27 - 6786 Crooked Palm Ter.	0.44		498	1794
P32 - 7320 Twin Sabal Dr.	1.19		678	5822
P67 - 8560 Menteith Ter.	1.05	20	897	3927
P81 - 8560 Breckness Pl.	0.61		859	2142
<b>Totals</b>	<b>6.10</b>	<b>80</b>	<b>6022</b>	<b>26405</b>



### ROW Medians

ROW Median & Swales	From:	To:	Edging (LF)	Mowing (AC)	Landscape Maintenance (LF)
NW 170th Street	NW 89th Ave.	NW 77th Ct.	18267	2.10	105
NW 87th Ave	NW 170th St.	NW 139th St.	14550	4.63	8605
NW 82nd Ave.	NW 170th St.	NW Oak Ln.	18042	1.13	
NW 153rd Ter.	NW 92nd Ave.	NW 89th Ave.	2372	0.27	
NW 92nd Ave.	NW 153rd Ter.	NW 146th Ter.	2360	0.26	
NW 92th Ave.	NW 145th Ln.	NW 144th Ter.	465	0.05	
NW 89th Ave.	NW 138th St.	NW 143rd St.	1460	0.05	180
NW 146rd St.	NW 89th Ave.	NW 87th Ave.	2436	0.14	
NW 143rd St.	NW 89th Ave.	NW 87th Ave.	4872	0.14	
NW 154th St.	NW 89th Ave.	NW 57th Ave.	100048	7.50	1450
Dundee Ter.	Menteith Ter.	Rednock Ln.	2564	0.23	
Rednock Ln.	Dundee Ter.	Balgowan Rd.	3808	0.14	
Breckness Pl.	Rednock Ln.	Glencairn Rd.	5532	0.26	
Ardoch Rd.	Breckness Pl.	Balgowan Rd.	1485	0.08	
Balgowan Rd.	Ardoch Rd.	Montrose Rd.	6220	0.22	
Oak Ln.	Montrose Rd.	NW 146th Ln.	5200	0.34	
Commerce Way	NW 146th Ln.	NW 87th Ave.	12240	0.96	480
NW 82nd Ave.	Commerce Way	NW 77th CT.	1005	0.16	
NW 79th Ct.	Commerce Way	NW 154th St.	4300	0.39	325
NW 79th Ave.	NW 154th St.	NW 167th Ter.	8320	0.54	
Turnberry Dr.	E. Troon Cr.	Miami Lakeway N.	1440	0.13	
Fairway Dr.	NW 154th St.	Miami Lakeway N.	9560	1.98	
Big Cypress Dr.	Twin Sabal Dr.	Miami Lakeway	2140	0.50	
Twin Sabal Dr.	Sabal Dr.	Miami Lakeway S.	1470	0.17	
Miami Lakeway S.	NW 154th St.	Rosewood Rd.	2560	0.62	
NW 67th Ave.	NW 138th St.	NW 167th St.	42320	3.74	
Cowpen Rd.	NW 67th Ave.	NW 154th St.	1860	0.88	
Eagle Nest Ln.	NW 67th Ave.	NW 67th Ave.	2920	0.93	
Miami Lakeway E.	English Rd.	NW 154th St.	4580	2.10	
Lake Patricia Dr.	NW 67th Ave	Lake Saranac Ave.	1200	0.55	
Miami Lakeway N.	NW 67th Ave.	NW 154th St.	7740	2.19	
Miami Lakeway N. by MLOP	NW 154th St.	NW 67th Ave.	18220	1.89	545
NW 64th Ave.	Miami Lakeway N.	NW 162nd St.	2220	0.20	

Cotton Tail Rd.	Cotton Tail Rd.	Cotton Tail Rd.	395	0.45	
Lemon Tree Ln.	Lemon Tree Ln.	Lemon Tree Ln.	520	0.45	
NW 139th St.	NW 60th Ave	NW 57th Ct.	1870	1.77	
NW 57th Ct.	NW 139th St.	NW 142nd St	1120	1.77	
<b>Totals</b>			<b>317681</b>	<b>39.88</b>	<b>11690</b>

### **Landscape Flower Bed & Entry Feature Areas**

<b>Flower Beds Locations</b>	<b>SF</b>	<b>#flowers</b>
NW 67 Ave and NW 167 St	190	392
NW 67 Ave and Miami Lakeway North (north median)	135	271
NW 67 Ave and Miami Lakeway North (south median)	135	271
NW 67 Ave and Main St (north median)	120	239
NW 67 Ave and Main St (south median)	144	291
NW 67 Ave and NW 154 St (north median)	70	132
NW 154 St and Palmetto Exp. S.B. off ramp exit (east median)	125	250
NW 154 St and Palmetto Exp. S.B. off ramp exit (west median)	125	250
NW 154 ST and Palmetto Expressway off ramp	140	282
NW 154 St and NW 79th Ave (east median)	105	206
NW 154 St and NW 79Ct (west median)	105	206
NW 82 Ave and NW 155th/157th Ter (south median)	80	153
NW 82 Ave and NW 155th/157th Ter (north median)	80	153
NW 82 Ave and NW 158th/160th Ter (south median)	80	153
NW 82 Ave and NW 158th/160th Ter (north median)	80	153
NW 154 St and NW 82 Ave (east median)	115	228
NW 154 St and NW 82 Ave (west median)	115	228
NW 154 St and NW 83 Ave (east median)	140	282
NW 154 St and NW 83 Ave (west median)	105	206
NW 87 Ave and NW 146 Ln	390	839
Commerce Way and NW 87 Ave	315	670
Commerce Way and NW 85 Ave	240	503
NW 79 Ct and NW 154 St	460	997
NW 79 Ct and Oak Ln	200	414
N.W. 67th AVE. & PALMETTO EXPY	200	414
N.W. 154th ST. & PALMETTO EXPY	375	805
N.W. 138th ST.& N.W. 87th AVE.	180	370
<b>Total</b>	<b>4549</b>	<b>9358</b>

<b>Entry Features Landscape Maintenance</b>	<b>LF</b>
N.W. 67th AVE. & PALMETTO EXPY	35
N.W. 154th ST. & PALMETTO EXPY	120
N.W. 138th ST.& N.W. 87th AVE.	50
<b>Total</b>	<b>205</b>

#### **CUL-DE-SACS LOCATIONS**

<b>Street Segment</b>	<b>SF</b>	<b>Acreage</b>
NW 64 Ave cul-de-sac	3580	0.0822
Pent Pl cul-de-sac	303	0.0070
Gleneagle Dr cul-de-sac	803	0.0184
Gleneagle Dr / W Prestwick Pl cul-de-sac	1445	0.0332
Torphin Pl cul-de-sac	706	0.0162
W Prestwick Pl cul-de-sac	2878	0.0661
Loch Ness Dr cul-de-sac (west 1)	3033	0.0696
Loch Ness Dr cul-de-sac (west 2)	706	0.0162
Loch Ness Dr cul-de-sac (east 3)	1825	0.0419
Loch Ness Ln cul-de-sac	706	0.0162
Loch Ness Ct cul-de-sac	314	0.0072
Rosewood Rd cul-de-sac	803	0.0184
Cedar Ct cul-de-sac	706	0.0162
Jacaranda Ln.	706	0.0162
Sea grape Terrace cul-de-sac	706	0.0162
Cassia Place cul-de-sac	706	0.0162
Twin Sabal Dr cul-de-sac	706	0.0162
Laurel Ln cul-de-sac	706	0.0162
Holly Rd cul-de-sac	706	0.0162
Dade Pine Ave cul-de-sac	706	0.0162
Poinciana Ct cul-de-sac	706	0.0162
Sabal Dr cul-de-sac north 1	803	0.0184
Sabal Dr cul-de-sac south 2	754	0.0173
Leaning Pine Dr cul-de-sac east 1	706	0.0162
Leaning Pine Dr cul-de-sac west 2	706	0.0162
Bamboo Ct. cul-de-sac	706	0.0162
Bamboo St cul-de-sac east	706	0.0162
Harris Pl cul-de-sac north 1	803	0.0184
Harris Pl cul-de-sac south 2	803	0.0184

English Rd cul-de-sac	803	0.0184
Fitzpatrick Rd cul-de-sac	706	0.0162
Lewis Rd cul-de-sac	803	0.0184
Lake Geneva Rd cul-de-sac	471	0.0108
Lake June Rd cul-de-sac	1962	0.0450
Lake Champlain Ter cul-de-sac	1962	0.0450
Lake Patricia Dr. Asphalt cul-de-sac	0	0.0000
Lake Placid Ct cul-de-sac	706	0.0162
NW 83 Ct. and NW 168 St. cul-de-sac	314	0.0072
NW 83 Ave and NW 168 St cul-de-sac	314	0.0072
NW 83 Pl and NW 164 St cul-de-sac	314	0.0072
NW 82 Ave. and NW 165 Ter cul-de-sac	314	0.0072
Glencairn Ter and Ardoch Pl cul-de-sac	706	0.0162
Glencairn Ln cul-de-sac	706	0.0162
Glencairn Rd cul-de-sac	916	0.0210
Glencairn Rd and Glencairn Ter cul-de-sac	706	0.0162
Falkirk Pl cul-de-sac	706	0.0162
NW 89th Ave. and NW 140th Ln. cul-de-sac	6079	0.1396
Dalkeith Ln cul-de-sac	706	0.0162
Falkirk Pl cul-de-sac	706	0.0162
Garvock Pl cul-de-sac	754	0.0173
<b>Total</b>	<b>50097</b>	<b>1.1501</b>

## F2. APPENDIX B

See Exhibit A, map entitled “Town of Miami Lakes Park Inventory.”

Note: this map identifies the location of Parks by number. Refer to Appendix A for the information concerning each park. Parks specifically named on the map are not included in the scope of the Contract.

## F3. APPENDIX C

The Town Entry Features are located at the following areas:

1. NW 67<sup>th</sup> Avenue & the Palmetto Expressway
2. NW 154<sup>th</sup> Street & the Palmetto Expressway
3. NW 138<sup>th</sup> Street & NW 87<sup>th</sup> Avenue

## F4. APPENDIX D

### Contract Deliverables

The below table is provided as a guide to restate the items considered deliverables under the terms and conditions of the Contract; it is not an exhaustive list. Unless otherwise specified, the Contractor must submit the items to the Project Manager by the “Required Date” specified. The

Contractor is not relieved from "delivery" of items not included in the above schedule, but specified elsewhere in this Contract.

ARTICLE NO	TITLE/DESCRIPTION	REQUIRED DELIVERY
	Maintenance & Services Plan	14 days after contract execution & 60 days prior to each option year
	Quality Control Plan	14 days after Contract execution
	Annual Execution Plan	14 days after Contract execution. Each successive month, 5 business days prior to the end of the month
	List of Pesticides to be used under this Contract (including MSDS)	10 days after execution of the Contract
	Monthly Reports	With each invoice
	Resume of Supervisor	With submission of the Bid
	Personnel List	14 days after Contract execution.
	QCP Reports	Upon request of the Project Manager
	Contact information for Program Manager and Supervisor	5 days after execution of the Contract
	Irrigation System Report	30 days after execution of the Contract

## F5. APPENDIX E

### Performance Requirement Summary Table

Work Task	Article No.	Standard	Adjusted Quality Level (AQL)	Outcome
Turf Mowing	E2		<b>First 3 Month</b>	Provides for a pleasing appearance as well as proper recreational ground cover. Turf must be uniform in height & free of scalping, rutting, bruising, uneven & rough cutting.
	E2c	Turf cut between 3" to 4.5" in summer & 4" to 5" in winter depending on type and location of Turf.	<ul style="list-style-type: none"> <li>Park Mowing – 80%</li> <li>Medians – 75%</li> </ul>	
	E2d	No evidence of clumping or visible rows of clippings	<b>3<sup>rd</sup>-6<sup>th</sup> Month</b> <ul style="list-style-type: none"> <li>Park Mowing – 90%</li> <li>Medians – 85%</li> </ul> <b>After 6 Months</b> <ul style="list-style-type: none"> <li>Park Mowing – 98%</li> <li>Medians – 95%</li> </ul>	
	E2e	No bare areas greater than 5 sq. feet	95%	Bare areas restored thorough reseeding or re-

				sodding.
Slope Mowing	E2f	Height must not exceed 3"-4" inches.	<b>First 3 Month</b> 80% <b>3<sup>rd</sup>-6<sup>th</sup> Month</b> 90% <u><b>After 6 Months</b></u> 98%	Turf must be uniform in height & free of scalping, rutting, bruising, uneven & rough cutting. Helps protect against slope defects.
Edging	E3	<ul style="list-style-type: none"> <li>• Edging must be performed as at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.</li> <li>• No encroachment of vegetation or debris onto the curb or sidewalk for more than 6" for more than 10 continuous feet.</li> <li>• No encroachment of vegetation more than 6" over the curb or sidewalk for more than 10 continuous feet.</li> <li>• No encroachment of grass, vegetation, or debris within 3" onto a bike path for more than 10 continuous feet.</li> <li>• No encroachment of vegetation more than 3" over mulch on trees and landscape beds.</li> </ul>	100%	Neat, clean hard/soft edges, uniform in height with all paved, trees, and landscape areas clear of vegetative growth.
Line Trimming	E4	<ul style="list-style-type: none"> <li>• Line Trimming must be performed as at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.</li> <li>• Contractor must avoid damage to trees, plants, shrubs, hedges, etc.</li> <li>• Cuttings will be removed after trimming</li> </ul>	100%	Helps maintain the health of landscaping and provides a clean neat appearance.
Landscaping	E5	<ul style="list-style-type: none"> <li>• Fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all Landscaping and flower beds.</li> <li>• Repair or replace damaged or dead Landscaping.</li> <li>• Shrubs, hedges, and plants must be pruned as required to maintain their natural growth characteristics, including height and shape.</li> <li>• Maintain Landscaping, which includes planting, weeding, fertilization, and watering as necessary during dry periods.</li> <li>• Grass and weeds must not be permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.</li> <li>• Contractor must replace all flowers four times per year.</li> <li>• Flowers must be a minimum of 1 pint/pot container size and flowers between 4-6" tall.</li> </ul>	<b>First 3 Month</b> 75% <b>3<sup>rd</sup>-6<sup>th</sup> Month</b> 85% <u><b>After 6 Months</b></u> 95%	Healthy plants, shrubs & hedges that provide a neat and attractive appearance.

		<ul style="list-style-type: none"> <li>Contractor must maintain at least 3" of mulch around all Landscaping and flower beds, which must extend 2' from the base of the Landscaping.</li> <li>Contractor must replace mulch once per year.</li> </ul>		
Weed Control	E6	<ul style="list-style-type: none"> <li>Landscaping must be free of weeds &amp; grasses.</li> <li>Weeds in ditches must not show above ditch lines.</li> <li>Weeds must be eliminated from all cracks, joints along jogging paths, cubs, parking lots, fences, expansion joints, gutters, drains, etc.</li> <li>If herbicides are used weeds will not be left to die in mulched areas or flower beds.</li> <li>All vines along fences must be removed.</li> </ul>	<b>First 3 Month</b> <ul style="list-style-type: none"> <li>Park Mowing – 50%</li> <li>Medians – 40%</li> </ul> <b>3<sup>rd</sup>-6<sup>th</sup> Month</b> <ul style="list-style-type: none"> <li>Park Mowing – 75%</li> <li>Medians – 60%</li> </ul> <b><u>After 6 Months</u></b> <ul style="list-style-type: none"> <li>Park Mowing – 95%</li> <li>Medians – 80%</li> </ul>	Weed-free turf, hardscape and landscaping
Litter/Debris Removal	E7	<ul style="list-style-type: none"> <li>Remove Litter/Debris prior to mowing, edging &amp; trimming.</li> <li>Remove leaves, Turf cuttings &amp; trimming from driveways, parking lots, gutters, sidewalks, etc.</li> <li>Dispose of Litter/Debris off-site in accordance with applicable laws.</li> </ul>	<ul style="list-style-type: none"> <li>Park Mowing – 95%</li> <li>Medians – 85%</li> </ul>	Litter-free mowed Turf and Landscape areas
Irrigation System Maintenance	E8	<ul style="list-style-type: none"> <li>Maintain irrigation systems in good working order &amp; operating condition at all times.</li> <li>Submit monthly wet-check report to ensure proper coverage is achieved.</li> </ul>	<ul style="list-style-type: none"> <li>Parks -90%</li> <li>Medians -80%</li> </ul>	Fully operating irrigation system providing sufficient water to Flower beds, Turf & Landscaping
Pest Identification & Control	E10	Identify pests and development of DPMP for pest control	<ul style="list-style-type: none"> <li>Parks– 95%</li> <li>Medians – 95%</li> </ul>	Early identification of pest to help ensure pest-free flowers, Turf and Landscape
Fertilizing	E11	Perform fertilizer program 4 x per year based on soil sample analysis	<ul style="list-style-type: none"> <li>Parks – 100%</li> <li>Medians – 100%</li> </ul>	Ensure healthy Turf and Landscaping
Herbicide	E12	Use selective herbicides to kill weeds and other foreign grasses as detected on turf	<ul style="list-style-type: none"> <li>Parks – 100%</li> <li>Medians – 100%</li> </ul>	Ensure weed-free health Turf and Landscaping
Lakefront Beaches	E13	Maintain a neat, well defined, rock/debris and weed/vegetation free beach and shoreline area as part of each mowing cycle. Replenish sand 2x per year	<ul style="list-style-type: none"> <li>Parks– 90%</li> </ul>	A neat, well defined, rock/debris and weed/vegetation free beach and shoreline area
Repair of Damaged Areas	E14	Areas damaged by Contractor's vehicles, erosion, drought or insect/diseases must be re-seeded, sprigged or sodded to meet the standards of the surrounding areas	<ul style="list-style-type: none"> <li>Parks – 90%</li> <li>Medians – 90%</li> </ul>	Healthy turf in all green space areas

## F6. APPENDIX F

### Quality Assurance Surveillance Plan

**Note: This Quality Assurance Surveillance Plan (“QASP”) is provided for information purposes only and does not need to be addressed in the Proposer’s Submittal.**

**1. Purpose**

The QASP has been developed and designed to aid the Town in providing effective and systematic surveillance of all aspects of the grounds maintenance services (Services) required by the Contract. The QASP is provided for information only and may be changed at any time by the Town. This plan provides for monitoring all contract requirements through a combination of the following methods:

- a. Scheduled Inspections
- b. Unscheduled Inspections
- c. Validated Customer Complaints

**2. Objective**

The objective of the QASP is to provide detail on how the Town will inspect and evaluate the Contractor's performance in key areas. The Town is primarily interested in both timeliness and quality of performance. The QASP will focus on the level of performance required by the Performance Work Statement (“PWS”), rather than the methodology used by the Contractor to achieve performance standards. The principal method of surveillance will be by scheduled and unscheduled inspections of selected tasks. At which time a Surveillance Activity Checklists (“SAC”) will be completed.

**3. Purpose of Inspections**

The primary purpose of inspecting the Work is to ensure compliance with the Contract Documents; documented through the completions of a SAC recording the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the Work.

**4. Use of QASP**

- a. The Project Manager and Inspector(s) will use the QASP to:
  - 1) As the basis for documentation of inspections as outlined in the surveillance plan.
  - 2) Ensure that adequate inspections are made to determine that Contractor is providing Services in accordance with the Contract Documents and the Performance Standards.
  - 3) Select Tasks, Sites, and times for inspection to ensure that all tasks and Sites of Work are periodically inspected.
- b. Inspection checklists will be used to record information on observations and Defects. Each Defect observed will be recorded on the SAC. The Contractor will be notified within twenty-four (24) hours of finding of Defect(s) and provided a copy of the SAC. The SACs will then become a formal record for later reference. For any Site where Defects are recorded during a Mowing Cycle a scheduled inspection and evaluation will be required prior to the Contractor submitting its invoice for the Site. Contractor must be required to attend such inspections. The tally of Defects observed at the end of each



Mowing Cycle for the Tasks at each Site inspected will be compared to the AQL permitted for the Task. Any Defects detected during the course of an inspection, even if not of sufficient degree to render the Work unsatisfactory in terms of meeting the AQL, requires corrective action by the Contractor, if appropriate or possible. Specifics concerning any Defects will be recorded in the "Remarks" area of the checklist(s). At any scheduled inspection the Contractor is required to attend the Contractor's representative will be asked to initial the inspection report. The Town may make multiple inspections at a Site during a Mowing Cycle.

- c. The Town may receive customer complaints about the quality of the Work. Complaints will be validated by the Project Manager, to the extent feasible, to ensure the Work was required and if the Performance Standard(s) has been met. If the validation reflects that the Performance Standards have not been met the Project Manager or Inspector must complete an inspection report.
- d. If at the conclusion of a Mowing Cycle where a scheduled inspection has occurred and the quantity of Defect(s) exceed the permissible AQL(s) the Work, and as such the Work will not have met the required Performance Standard(s), the Work will be deemed unsatisfactory. The Town will issue a Contract Discrepancy Report ("CDR") which will include copies of the inspection reports and advises the Contractor of any reduction in payment, nonpayment, or other actions that are or may be required.

## **5. Site Inspections**

Each individual Site identified in the Contract will to be periodically inspected and evaluated separately, with an inspection report prepared for each inspection and evaluation. Sites will not be combined to determine if the combined Sites meet the Performance Standard(s). In determining if the applicable Performance Standard(s) have been met the permissible AQL must be included as part of the determining factors.

## **6. Evaluation Procedures**

- a. Unscheduled Inspections: The Project Manager or Inspector will visit and observe Site(s) anytime the Project Manager or Inspector so to evaluate Work performance. These inspections should, where possible, occur during or shortly after Contractor's performance. Results of each inspection will be documented on a SAC. A "Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible, require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected and the processes implemented to ensure recurrence of the deficiency is prevented.
- b. Scheduled Inspections: The Project Manager or Inspector schedule a date and time with the Contractor to visit to evaluate Work performance. This inspection should occur during or shortly after contractor performance or correction of Defects from a previous inspection. Results of each inspection will be documented on an inspection checklist. These inspections should, where possible, occur during or shortly after Contractor's performance. Results of each inspection will be documented on a SAC. A

"Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected and the processes implemented to ensure recurrence of the deficiency is prevented. The Contractor's representative must be required to initial the SAC.

Validated Customer Complaints: Customer Complaints, if applicable, will be used as added documentation to supplement unscheduled inspections. The Project Manager or Inspector will record and attempt to validate each customer complaint received. Only complaints validated by the Project Manager or Inspector will be documented on an SAC.

## **7. Analysis of Results**

- a. Within 24 hours of an inspection by the Project Manager or Inspector, copies of the SAC documenting the Defect(s) will be provided to the Contractor. The notification should advise the Contractor that they have two (2) days to correct the Defects. Performance defects represent a loss in value to the Town and are subject to payment reductions. Refer Contractor to Article 4.20 of the Contract Documents.
- b. At the end of the Mowing Cycle the Project Manager will compare the Site Defects against the Performance Standards for the Tasks completed at the Site to determine if any reductions in payment should be assessed as well determine if any other action should be taken, such as increased frequency of inspections.
- c. Payment reductions will be taken in accordance with Article 4.20 of the Contract Documents.

## **QASP Sampling Guide**

### **Roadside and Park Mowing**

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract. Determine the area or Turf above or below the standard heights by measuring with a measuring device with appropriate height markings. Calculate the area that does not meet the standards. Determine the percentage of Turf that does not meet the standard by dividing the area of vegetation that does not meet the standard by the total mowing area in the area being evaluated and multiplying by 100. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard. Do not evaluate mowing areas where wet conditions prevent mowing or accurate measurement.

### **Slope Mowing**

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract (use a 3 foot horizontal to a 1 foot vertical or steeper measurement).. Calculate the area of Turf that does not meet the standard. Determine the percentage of vegetation that does not meet the standard by dividing the area of vegetation that does not meet standards by the total slope mowing area in the sample and multiplying by 100. If the area being inspected does not meet the established standard(s), within the permissible

deviation(s), then the area being inspected does not meet the required Performance Standard. Do not evaluate mowing areas where wet conditions prevent mowing or accurate measurement.

### **Landscaping**

Determine if plants, bushes, shrubs, flowers, or plants in the area being evaluated are being maintained in a health attractive condition. Landscaped areas that appears unhealthy or unattractive due to apparent lack of maintenance (presence of weeds, dead or dying landscaping, overgrown appearance, lack of mulching) causing the landscaping to not meet the Performance Standard. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

### **Curb/Sidewalk Edge**

Use the established edging area(s) from the Contract or calculate the edging area(s) if evaluating less than the area established in the Contract. Evaluation is to include 2' behind the curb or sidewalk, inclusive of any utility strip, which is generally considered to be any unpaved area between the back of a curb and a sidewalk. Edging may be accomplished by mechanical (cutting or trimming by machine, such as line trimming) or chemical control.

Dead or dying vegetation at a curb or sidewalk edge is an indication that a chemical control is being used. In this instance, an evaluation must be made to determine if the soil remaining, after the vegetation is gone, will still cause encroachment.

In areas with curb, gutter, and sidewalk, rate curb/sidewalk edging around the returns of the back of the sidewalk. In areas with curb, gutters, and/or no sidewalk, do not rate curb/sidewalk edging around the returns.

If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

### **Litter Removal**

Litter or debris may consist of varied sized of bottles, cans, paper, tires, tire pieces, lumber, building materials, furniture, household items, dead animals, vehicle parts, metal junk, fallen trees, trees limbs, leaves, brush, campaign and advertising signs, and other similar debris.

The evaluation areas include all mowing and edging areas, parking areas, unpaved shoulders, medians, sidewalks, bike paths, driveways approaches, as well as gutters and drainage structures in the parks.

Items such as ~~leaves or~~ bagged trash, brush trimming residue that appears to be those which will be picked up during the normal waste collection process will not be considered as litter/debris.

Determine the area being evaluated, including the number of acres in the mowing, linear feet of edging, and square footage of sidewalk areas. Calculate the number of cubic feet of litter. If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

### **Turf Condition**

Use the established mowing area from the Contract or calculate the mowing area if evaluating less than the area established in the Contract as Turf conditions should normally be evaluated within the established mowing area(s). Determine the area of undesirable vegetation not meeting the standard(s) in the mowing area. Divide the undesirable vegetation area by the total mowing area and multiply by 100. . If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

Periodically, mowing areas may be changed and left to regenerate. When this occurs, usually due to property improvements, a transition period should be established of at least one rating period to allow for regeneration. During this time this area(s) should not be evaluated.

Purposely stabilized areas, such as gravel, lime rock, and shell must not be considered as bare ground and should not be included in the Turf evaluation.

### **Lakefront Beaches**

Use the established beach area from the Contract or calculate the area if evaluating less than the area established in the Contract as beach conditions should normally be evaluated within the established beach area(s). Determine the area of undesirable vegetation not meeting the standard(s) in the beach area. Divide the undesirable vegetation area by the total beach area and multiply by 100. . If the area being inspected does not meet the established standard(s), within the permissible deviation(s), then the area being inspected does not meet the required Performance Standard.

## **F7. APPENDIX G**

See Exhibit B, map entitled “Right-of-Way Maintenance Map”

Note: The Medians in roadways, cul-de-sacs, and other areas identified in red are covered under the Contract and are included in the Work. Specific information for each location is included in Appendix A.

## **F8. APPENDIX H**

The following are the location of current irrigation systems in the Parks and Medians:

Location/Park	Area of Coverage/Address	Section
1. SW corner of NW 57 Avenue & NW 150 Street	From NW 57 Avenue to NW 150 Street	North+South Side Swales Only
2. SE corner of Miami Lakes Drive & Miami Lakeway East	NW 150 Street (MLD), between NW 60 Avenue and Miami Lakeway East/South	North+South Side Swales Only

3. NE corner of Miami Lakes Drive & Cow Pen Road	From Miami Lakeway East and North on 154, to Kingstone Common HOA	East Swales on cow pen Road, median, and North and South Swales on 154
4. SE corner of Miami Lakes Drive & Palmetto Palm Avenue	South and North Swales, Medians, from 67th towards Holly Road	Median+North+South Swales. East Side Swale Only
5. NE corner of Miami Lakeway N. on Miami Lakes Drive near Tennis Courts	For the east entrance to Holly Road towards the west entrance of Holly Road	Median+North+South Swales
6. SE corner of Locke Isles HOA wall	Miami Lakes Drive, between Miami Lakeway North to Cypress Village Condominiums	Median+North+South Swales
7. North side of 154 between Cypress Village condominiums, and the McDonald's shopping center	Miami Lakes Drive, between Holly Road and Laurel Lane	Median+North+South Swales
8. Median in front of abandoned gas station on Miami Lakes Drive	Miami Lakes Drive, between Laurel Lane and Fairway Drive	Median+North+South Swales
9. On north side of 154 and a 826 southbound off-ramp	Miami Lakes Drive, between NW 77 Ave. 77 <sup>th</sup> Ct.	Median+North+South Swales
10. On the median of Miami Lakes Drive, in front of the Marriott	Miami Lakes Drive to NW 79 <sup>th</sup> Ave. towards 82 <sup>nd</sup> Ave. north on 82 towards Northwest 160 <sup>th</sup> Ter.	Median only
11. On the south side swale of Commerce Way, between NW 85 Avenue and NW 82 Avenue	Commerce Way, between NW 87 Avenue to midway before reaching NW 82 Avenue	Median+North+South Swales
12. SE corner of NW 87 Avenue and NW 146 Street	NW 87 Avenue, just south of Commerce Way (middle of bridge) to NW 146 Street	Median+North+South Swales
13. On the east side swale of NW 87 Avenue, between NW 148 Terrace	NW 87 Avenue, between NW 146 Street to Miami Lakes Drive	Median+North+South Swales
14. On the median of NW 89 Avenue, from NE 146 Street to NW 144 Street	NW 89 Avenue, from NW 146 Street to just north of NW 144 Street	Median only (three islands)
15. P40 (Shared Pump) Fairway Dr and Miami Lakeway North)	Fairway Dr, from Miami Lakeway North to Bedlingotn Rd	Swale only
16. P53 (Shared Pump) Fairway Dr midpoint	Fairway Dr	Swale only
17. Cypress Village Northside shopping center (Shared Pump) On Fairway Dr.	Fairway Dr	South Swale only

18. Regatta Point (shared pump)	South Balgowan Rd. swale	South Swale
19. P 74W. (shared pump)	82 <sup>nd</sup> Ave. from Oak Lane towards one for fourth	West swale
20. NW 79 Ct (east side swale)	NW 79 Ct median, between Miami Lakes Dr and Oak Ln	Median, two flowerbeds, and portions of the east swale
21. SE Par 3, and Miami Lakes Dr (inside	Miami Lakes Dr median, from Fairway Dr to Shulas entrance. Also waters north side swale of Fairway Dr, from Executive Apts to Loch Andrews	Median
22. Northwest 162 Street next to playground	West swale 62, and North swale on Miami LakewayN. towards 67th	Swales only
23. Located within Miami Lakes optimist Park Northwest corner by 67th	East swale from Canal to Miami Lakeway North then to Cowpen	East swell
24. Pump A on 67 <sup>th</sup> Street	From Palmetto to Miami Lakeway North	Median only
25. Pump B on 67 <sup>th</sup> Street	Miami Lakeway North towards 154	Median only
26. Pump C on 67 <sup>th</sup> Street	154. Towards Miami Lakeway South	Median only

P1	16100 W Troon Circle	
P2 (Loch Lomond)	7105 S Prestwick Place	
P2 (Lake Patricia)	6260 Lake Patricia Drive	
P2 (Lake Patricia)	6260 Lake Patricia Drive	
P3 (Loch Lomond)	6900 Gleneagle Drive	
P3 (Lake Patricia)	6357 Lake Patricia Drive	
P4	6434 Lake Patricia Drive	
P5	14028 Lake Saranac Avenue	
P6	14210 Lake Saranac Avenue	
P7	14320 Lake Saranac Avenue	
P8	14105 Lake Childs Court	
P9	14105 Lake Childs Court	
P10	6271 Lake Champlain Terrace	
P11	6276 Lake Geneva Road	
P12	6651 Harris Terrace	
P13	14410 Harris Place	

Also works park section at NW Corner of 67 <sup>th</sup> Ave & Miami Lakeway South		
P14	6315 Miami Lakeway South	
P15	14810 Palmetto Palm Avenue	
P16	14620 Palmetto Palm Avenue	
P17	6976 Maple Terrace	
P18	6943 Willow Lane	
P19	14416 Mahogany Court	
P20	14611 Mahogany Court	
P21	6890 White Oak Drive	
P22	14125 Alamanda Avenue	
L22	8351 Dundee Terrace	
P23	6961 Bamboo Street	
P24	7235 Bamboo Street	
P25	7030 Miami Lakeway South	
P26	14000 Nw 67 <sup>th</sup> Avenue	
P27	6786 Crooked Palm Terrace	
P28	7350 Sabal Drive	
P29	14170 Leaning Pine Drive	
P30	14295 Sabal Drive	
P31	7255 Poinciana Ave	
P32	7320 Twin Sabal Drive	
P33	15200 Miami Lakeway South	
P34 A & B NO IRRIGATION	15220 Miami Lakeway East	
P35	7370 Miami Lakeway South	
P36	7050 Miami Lakes Drive	
P37	14480 Dade Pine Avenue	
P38	14844 Dade Pine Avenue	
P39	6880 Miami Lakes Drive	
P40	7014 Crown Gate Place	
P41	15520 Turnberry Drive	
L41	14100 Garvock Pl.	
P42 A & B	15017 Coconut Court	
P43	7420 Miami Lakeway South	
P44	6640 Ludlam Drive	
P44 B NO IRRIGATION	7695 Fairway Dr.	
P45	6550 Miami Lakes Drive	
P46	6550 Miami Lakes Drive East	
P47	6480 Miami Lakes Drive	
P48	6850 Fern Drive	
P49	15500 Nw 67 <sup>th</sup> Avenue	
P50	16470 Loch Ness Drive	

P51	6970 Loch Ness Drive	
P52	6700 Loch Ness Drive	
P53	7281 Fairway Drive	
P54	6075 Miami Lakes Drive East	
P55 NO IRRIGATION	6699 Windmill Gate Rd.	
P56	16331 Ravenwood Place	
P57	6402 Turkey Run Terrace	
P58	6349 Jack Rabbit Lane	
P59	15210 Durnford Drive	
P60	15341 Turnbull Drive	
P61	15430 Durnford Drive	
Tract A (Park in Center of Loch Isle)	7019 Loch Isle Drive	
P62 NO IRRIGATION	15181 Loch Isle Drive	
P63 NO IRRIGATION	15180 Loch Isle Drive	
P64 NO IRRIGATION	15320 Loch Isle Drive	
P65 NO IRRIGATION	15181 Loch Isle Drive	
P66	15132 Menteith Terrace	
P67/68 SHARE PUMP	8560 Menteith Terrace (Pump Located At P67)	
P68/67 SHARE PUMP	8560 Menteith Terrace (Pump Located At P67)	
P69	8210 Dundee Terrace	
P70	8295 Balgowan Road	
P71	8335 Rednock Lane	
P72	8461 Rednock Lane	
P73	8460 Dundee Terrace	
P74 EAST	15690 Bull Run Rd.	
P74 WEST	15151 Nw 82 <sup>nd</sup> Ave.	
P75	14961 Dunbarton Pl	
P76/80 SHARE PUMP	8422 Rednock Ln. (Pump Located At P80)	
P77	8441 Ardoch Rd.	
P78	8620 Ardoch Rd.	
P79	14965 Balgowan Rd.	
P80/P76 SHARE PUMP	14962 Rednock Ln. (Pump Located At P80)	
P81	8560 Breckness Pl.	
P82	14708 Breckness Pl.	



P83	8445 Glencairn Ter.	
P84	8901 Nw 148 Ter.	
P85 NO IRRIGATION	9206 Nw 144 Ter.	
P86	7815 Nw 165 Ter.	
P87 NO IRRIGATION	8767 Nw 139 St.	
P88 NO IRRIGATION	8901 Nw 169 Ter.	
P89 NO IRRIGATION	8840 NW 170th St.	
P90	16554 NW 86th Ct.	
P91	1408 Palmetto Frontage Rd.( K-9 Cove)	
ROTARY PARK NO IRRIGATION	13890 Nw 67 <sup>th</sup> Ave.	
LOT D	7237 Bamboo St.	

## SECTION G. BID FORM

Bid submittal of \_\_\_\_\_  
(Name of Bidder)

Submitted on: \_\_\_\_\_  
(Date)

Located at: \_\_\_\_\_  
(Address)

to furnish all Work as stated in the ITB and Contract Documents for **ITB 2017-23 Grounds Maintenance for Pocket Parks and ROW Medians.**

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2017-23.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

**Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employee Affidavit located in Section I, Affidavits and include it with the Bid Submittal. Failure include this form may result in the Bid Submittal being rejected as non-responsive.**

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

## BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Separate Attachment) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. Do not convert the MS Excel Bid Form to a .pdf form.

Our **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

**Total Bid Amount:**     \$ \_\_\_\_\_

## ADDITIONAL SERVICES

Task	UM	Unit Price	Quantity
St. Augustine Sod (Ground preparation, soil, and installation inclusive)	SF	\$	pallet
Bahia Grass (Ground preparation, soil, and installation inclusive)	SF	\$	pallet
Semi-Annual Flower Replacement	EA	\$	1
Engineered Wood Fiber/Carpet for Playground Surfacing*	CY	\$	1
Geotextile (weed barrier) Fabric	SF	\$	1
Irrigation Technician	Hr	\$	1

\*Must be certified by the International Playground Equipment Manufacturers Association (IPEMA) for impact attenuation (ASTM F1292), to be free of nails, staples and hazardous metals such as Lead, Mercury and Arsenic, and to be installed properly so that the product will knit together to meet federal accessibility laws (F2075 test method for EWF-within the past 5 years.) The Town estimates a total of 815 cubic yards in EWF per year.

Firm's Name: \_\_\_\_\_

SSN or Federal ID No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

## ADDENDUM ACKNOWLEDGEMENT FORM

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**Part I:** Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this ITB

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, must be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, must be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

## SECTION H. QUESTIONNAIRE

This Completed Form **Must** Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit **Additional** Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Will Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

### A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)\* Issuance Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: \_\_\_\_\_

c. State and Date of Incorporation: \_\_\_\_\_

c. What is your primary business? \_\_\_\_\_

(This answer should be specific)

\_\_\_\_\_

d. Name of licensed/certified employee(s), license/certification number, and relationship to company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Names of previous licensed/certified employee(s), with license/certification number during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

\_\_\_\_\_

\_\_\_\_\_

2. Name and Licenses of any prior companies

Name of Company

License No.

Issuance Date

\_\_\_\_\_

\_\_\_\_\_

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

**(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)**

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No  
If yes, identify the name of the owner, other company names, and % ownership

_____
_____

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority
		All Cost No-Cost Other
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

_____
_____
_____



6. Name of Certified Arborist: \_\_\_\_\_ (provide copy of license)
7. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
8. Insurance & Bond Information
- a. Insurance Carrier name & address: \_\_\_\_\_  
\_\_\_\_\_
- b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_  
\_\_\_\_\_
- c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_
- e. Bond Carrier name & address: \_\_\_\_\_  
\_\_\_\_\_
- f. Bond Carrier Contact Name, telephone, & e-mail: \_\_\_\_\_  
\_\_\_\_\_
- g. Number of Bond Claims paid out in last 5 years & value: \_\_\_\_\_
9. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.  
\_\_\_\_\_  
\_\_\_\_\_
10. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:  
\_\_\_\_\_  
\_\_\_\_\_
11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.
12. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No

13. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle, and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Grounds Maintenance Work. During the Bid evaluation process the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

**B. Project Management & Subcontract Details**

1. Field Supervisor for this Contract:

a. Name: \_\_\_\_\_

b. Years with Company: \_\_\_\_\_

c. Licenses/Certifications: \_\_\_\_\_  
\_\_\_\_\_

d. Last 3 projects with the company including role, scope of work, & value of project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Manager for this Project:

a. Name: \_\_\_\_\_

b. Years with Company: \_\_\_\_\_

c. Licenses/Certifications: \_\_\_\_\_  
\_\_\_\_\_

d. Last 3 projects with the company including role, scope of work, & value of project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Subcontractors: (See Contract restrictions on Subcontracting)

Name	Trade/Work to be performed	% of Work	License No.
------	-------------------------------	-----------	-------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**C. Disposal Site(s)**

1. Will your company be disposing of cuttings and debris at a Miami Dade County Site?  
Yes/No (circle one). If yes, provide a copy of all applicable Landscape Permits.
2. If your company is using alternate disposal sites provide the following information for a maximum of two alternate sites:
  - a. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
License Number: \_\_\_\_\_  
License Issued By: Miami-Dade County State of Florida (Circle one)
  - b. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
License Number: \_\_\_\_\_  
License Issued By: Miami-Dade County State of Florida (Circle one)

**D. Current and Prior Experience:**

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

**E. Bidder's References**

Bidders are to include a minimum of five (5) references from contracts or projects listed in D2. above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

**F. Declaration**

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on \_\_\_\_\_ (date)

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_



## EQUIPMENT AND VEHICLES

\*Note: This form is to be used for question A13 of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>



## CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2017-23

Name of Bidder: \_\_\_\_\_

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Name of Public Entity:** \_\_\_\_\_

Name of Project: \_\_\_\_\_

Scope of work: \_\_\_\_\_

Initial Value of Contract \$\_\_\_\_\_ Is contract active? ☐ Yes ☐ No

Final Contract Value: \$\_\_\_\_\_

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: \_\_\_\_\_ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

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Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: \_\_\_\_\_

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Thomas Fossler  
Procurement Specialist

## **SECTION I. AFFIDAVITS**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF \_\_\_\_\_        }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_



## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ }  
  } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_

to me well known and known by me to be the person described herein and who executed the foregoing

Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said

Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public State of Florida at Large

## PROPOSER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer must disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)

# CONFLICT OF INTEREST AFFIDAVIT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS:  
\_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

(Printed Name)

(Title)

Form COI

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

Form COI

## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and must:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and 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; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section must be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: \_\_\_\_\_

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_ Date: \_\_\_\_\_



## **SECTION J. CONTRACT EXECUTION FORMS**

## CONTRACT EXECUTION FORM

This Contract 2017-23 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount not to exceed \$\_\_\_\_\_by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Gina Inganzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CORPORATE RESOLUTION

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

## **EXHIBITS**

Exhibits A-B to this solicitation can be found online at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278), and posted to DemandStar.