

Contract No. 2016-39

PARK AQUATIC AREA MAINTENANCE SERVICES



The Town of Miami Lakes Mayor and Town Councilmembers:

**Mayor Michael A Pizzi Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Frank Mingo
Councilmember Nelson Rodriguez
Councilmember Ceasar Mestre
Councilmember Tony Lama**

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

ITB No. 2016-39

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Exhibit “A” = Park Aquatic Maintenance Locations

SECTION 1

GENERAL TERMS AND CONDITIONS

DEFINITION OF TERMS

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.

Bid Form contains the goods or services to be purchased and must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, all addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted 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.

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 shall 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.

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.

Days mean calendar days.

MSDS means the Material Safety Data Sheets provided by the Contractor for the chemicals used under the Contract

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a 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.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall 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.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

Town Commission means the legislative body of the Town of Miami Lakes.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

1.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the work to be provided, in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials 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. 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 has no duties other than those duties and obligations expressly set forth within the Contract.

1.2 TIME IS OF THE ESSENCE

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 in accordance with the Contract.

1.3 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
(305) 364-6100

Christina Semeraro
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
semeraroc@miamilakes-fl.gov
(305) 364-6100

For Contractor:

Mr. Anthony Villedrouin, Business Manager
DeAngelo Brothers, LLC t/a Aquagenix
1460 SW 3rd Street
Pompano Beach, FL 33069
jjones@dbiservices.com

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.

1.4 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;

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

1.5 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 must 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.

1.6 **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 must 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. The policies must include:

 - a. Waiver of subrogation
 - b. Statutory State of Florida
 - c. Limit of Liability
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. 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 \$300,000 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 \$300,000 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.

- a. Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. 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.
- b. Personal and Advertising Injury with an aggregate limit of \$300,000.
- c. CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises and/or Operations
 - Loading and Unloading

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 is responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.7 CONTRACTOR RESPONSIBILITIES

The employee(s) of the Contractor shall 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 as necessary to perform the Work, in a competent and professional manner.

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, shall 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.

1.8 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of the 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.

1.9 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, shall 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 shall be made upon that basis.

1.10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor

1.11 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall 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.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation 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 shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, PERA, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall 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 Contract duration.

1.12 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor shall 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,

1.13 VEHICLES AND EQUIPMENT

Contractor shall 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. The Town may require the repair or replacement of equipment as reasonably necessary.

1.14 SUPERVISION OF THE WORK

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall 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 shall give efficient supervision to the Work, using its best skill and attention.

1.15 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor shall not employ any subcontractor against whom Town may have a reasonable objection.

Contractor shall utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) shall be subject to the prior written approval of the Town Manager or designee.

1.16 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall 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 shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, PERA, or other entities can be present for such testing. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

1.17 NON-COMPLIANT WORK

The Town Manager or designee shall have the authority to reject or disapprove Work that is not in compliance with the requirements of the Contract. If required Contractor shall promptly either correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary and appropriate action in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town Manager, the Town Manager shall have the authority to cause the non-compliant Work corrected as may be necessary at Contractor's expense. Any expense incurred by the Town in making such corrections shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate Town to accept.

1.18 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 shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall 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.

1.19 TAXES

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

1.20 CHANGE ORDERS

Without invalidating the Contract Documents the Town reserves and has the right, from time to time, to make changes to the Contract, 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. 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.

1.21 REMOVAL OF UNSATISFACTORY PERSONNEL

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 shall 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 shall 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).

1.22 CLAIMS, DISPUTES AND MEDIATION

Contractor understands and agrees that all claims or disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town will 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 at resolution not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager identified in Article 1.3, Notices, of the claim or dispute

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.3, Notices. 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. Any dispute of the Town Manager's determination must be received within fourteen (14) Days after the decision is issued. The dispute then will be submitted to non-binding arbitration 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 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. This process must be followed prior to instituting any lawsuit.

1.23 CONTINUING THE WORK

Contractor shall 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 no Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

1.24 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 shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.25 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 shall 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 shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.28, 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 shall 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 Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee 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 shall 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 shall not give rise to a claim for compensable delay.

1.26 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the site 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 shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for the incurred costs.

1.27 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:

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

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

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

1.28 CONTRACTOR DEFAULT

a. Event of Default

An event of default will mean 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, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- The Contractor has failed to comply with the requirements of the contract;
- The Contractor has failed to deliver the Signage in the timeframe established in the Contract or as may be extended by the Contract;
- 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

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. 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.

1.28 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 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;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- 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;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over 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, 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.

1.29 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

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 shall

not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

1.30 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.

1.31 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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 must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.32 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.

1.33 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.

1.34 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.

Any transference 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.

1.35 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.

1.36 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 must diligently render to the Town any and all assistance which the Town may require of the Contractor.

1.37 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town 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.

1.38 ACCESS TO AND REVIEW 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.

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 records associated with this Contract for a period of five (5) years from the date of termination.

1.39 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.

1.40 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 must be 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.

1.41 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

1.42 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.

1.43 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.

1.44 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 will be made within seven (7) calendar days after the finding by the Court becomes final.

1.45 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.

1.46 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 properly executed in accordance with this Contract. Waiver by the Town 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.

1.47 ADDITIONAL SERVICES

The Town may request the Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances the Town will provided 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 shall issue a Work Order for the Contractor to perform the additional Work.

END OF SECTION

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 SCOPE OF WORK

Provide all labor, materials, equipment, and supervision required to perform an integrated program of waterway management and maintenance for the Town's park aquatic areas for twenty-two (22) parks within the Town. The Work shall include park aquatic area complete aquatic management services, to include but not limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush control to water's edge, water testing, bacteria testing, aquatics consulting, management reporting, and biological control agent permit applications as specified in the Contract Documents for the following parks:

Parks: P83-8437 Glencairn Terr; P78-8640 Ardoch Rd; P82-14708 Breckness Pl; P80-14952 Rednock Ln; P68-8560 Menteith Ter; P66 -15132 Menteith Pl; P67 -15132 Menteith Pl; P32-7320 Twin Sabal Dr; P37-14880 Dade Pine Ave; P36-7050 Miami Lakes Dr; P38-14844 Dade Pine Ave; P39-6880 Miami Lakes Dr; P21-6890 White Oak Dr; P8-14105 Lake Childs Ct; P44-6640 Ludlam Dr; P45-6550 Miami Lakes Dr; P46-6550 Miami Lakes Dr; P47-6480 Miami Lakes Dr; P74E Pond-15690 Bull Run Rd; P41-15520 Turnberry Dr; P51-6970 Lochness Dr; P52-6700 Lochness Dr; Miami Lakes Optimist Park Marina area-6411 NW 162 ST

A park location map and park aquatic maintenance areas are included as Exhibit A.

The Contractor shall perform the Work as specified in the Specifications and Exhibits incorporated herein.

2.2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town.

2.3 OPTION(S) TO RENEW

Upon completion of the initial term of the Contract, the Town at its sole discretion shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

2.4 HOURS FOR PERFORMING WORK

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 and within the hours of 9:00 am-3:30 pm.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

2.5 COMPENSATION

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts. The Invoice Form is available on the Town's website at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract. The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

2.6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Work. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the work.

2.7 DEBRIS HAULING AND DISPOSAL

All debris removed from the waterways during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, PERA, FDEP, and FDOT.

2.8 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

2.9 SUBSTITUTIONS

The Contractor may request the Town to approve a substitution where the specified materials are not available or to in an effort to improve the treatment of the waterways. Such requests must be submitted in writing to the Town's representative 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 shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

2.10 WARRANTY

The Contractor warrants that any park herbicide treatment authorized by the Town (Treatment) utilized will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective the Town Manager shall direct the Contractor to retreat the park aquatic area at no additional cost to the Town.

2.11 STAGING SITE

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

2.12 PERA PERMITS AND APPROVALS

Upon execution of the Contract the Contractor shall contact PERA's Stormwater Utility Section and obtain all required permits and approvals as applicable for Work under the Contract.

Some of the PERA approved herbicides have been identified in Section 3 for use in the treatment of the waterways. However, the use of these or any other chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, the Contractor shall also notify PERA's Stormwater Utility Section forty-eight (48) hours in advance of performing any herbicide treatment application.

2.13 AQUATIC AREA MANAGEMENT PROGRAM

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town an written annual park aquatic management program inclusive of all areas and services under the Contract. This program shall include, but not limited to, all service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

2.14 PERFORMANCE MEASUREMENT AND REPORTING

Concurrent with monthly invoicing, the contractor will provide a monthly electronic performance report to the Town. This is to include, but not be limited to, dates of service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, and before and after photographs.

2.15 PERFORMANCE MANAGEMENT

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour "grace period" in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices.

End of Section

SECTION 3

SPECIFICATIONS

3.1: Park Aquatic Area Maintenance Services

A. General

The Contractor shall provide park aquatic area complete aquatic management services monthly, to include but not limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush control to water's edge, water testing, bacteria testing, aquatics consulting, management reporting, and biological control agent permit applications in the park aquatic areas designated in Exhibit A.

B. Park Area Detail

The following table provides the aquatic area detail for each of the parks:

Park Name	Location	Aquatic Area
P83	8437 Glencairn Terr	223.00
P78	8640 Ardoch Rd	1,965.00
P82	14708 Breckness PL	1,038.00
P80	14952 Rednock Ln	1,616.00
P68	8560 Menteith Ter	3,863.00
P66	15132 Menteith Pl	3,895.00
P32	7320 Twin Sabal Dr	13,976.00
P37	14880 Dade Pine Ave	6,267.00
P36	7050 Miami Lakes Dr	8,410.00
P38	14844 Dade Pine Ave	4,860.00
P39	6880 Miami Lakes Dr	5,012.00
P21	6890 White Oak DR	6,782.00
P8	14105 Lake Childs Ct	6,124.00
P44	6640 Ludlam Dr	1,553.00
P45	6550 Miami Lakes Dr	2,079.00
P46	6550 Miami Lakes Dr	4,810.00
P47	6480 Miami Lakes DR	4,584.00
P74E	15690 BULL RUN RD	22,897.00
P41	15520 TURNBERRY DR	475.00
P51	6970 Lochness Dr	20,504
P52	6700 Lochness Dr	9,277
MLOP	6411 NW 162 ST	22,423

3.2 Optional Services

To be provided on an as-needed basis – Reference established prices for Optional Sites.

END OF SECTION

SECTION 4
PRICING AND FORMS

Park Aquatic Management Services

<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
C-1	P21	6890 White Oak DR	12 Times per year	EA	\$ 237.50	\$2,850.00
C-2	P44	6640 Ludlam Dr	12 Times per year	EA	\$ 80.00	\$ 960.00
C-3	P74E	15690 Bull Run Rd	12 Times per year	EA	\$105.00	\$1,260.00
C-4	P51	6970 Lochness Dr	12 Times per year	EA	\$295.00	\$3,540.00
C-5	P52	6700 Lochness Dr	12 Times per year	EA	\$181.25	\$2,175.00
C-6	MLOP	6411 NW 162 St	12 Times per year	EA	\$115.00	\$1,380.00
C-7	P80	14952 Rednock Ln	12 Times per year	EA	\$ 43.75	\$ 525.00
C-8	P67	8560 Menteith Ter	12 Times per year	EA	\$ 97.50	\$1,170.00
C-9	P66	15132 Menteith Pl	12 Times per year	EA	\$ 62.50	\$ 750.00
C-10	P32	7320 Twin Sabal Dr	12 Times per year	EA	\$ 93.75	\$1,125.00
C-11	P8	14105 Lake Childs Ct	12 Times per year	EA	\$ 80.00	\$ 960.00
C-12	P82	14708 Breckness PL	12 Times per year	EA	\$ 43.75	\$ 525.00
					BID GROUP C TOTAL	\$17,220.00

Our **TOTAL BID AMOUNT FOR BASE BID GROUPS C** 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.

Park Aquatic Management Services (Optional Sites)

<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>
OH-1	P83	8437 Glencairn Terr	As needed	EA	\$ 65.00
OH-2	P78	8640 Ardoch Rd	As needed	EA	\$ 65.00
OH-3	P37	14880 Dade Pine Ave	As needed	EA	\$115.00
OH-4	P36	7050 Miami Lakes Dr	As needed	EA	\$100.00
OH-5	P38	14844 Dade Pine Ave	As needed	EA	\$115.00
OH-6	P39	6880 Miami Lakes Dr	As needed	EA	\$100.00
OH-7	P45	6550 Miami Lakes Dr	As needed	EA	\$125.00
OH-8	P46	6550 Miami Lakes Dr	As needed	EA	\$125.00
OH-9	P47	6480 Miami Lakes DR	As needed	EA	\$115.00
OH-10	P41	15520 Turnberry Dr	As needed	EA	\$ 65.00

Firm's Name: DeAngelo Brothers, LLC dba Aquagenix

Signature: _____

Printed Name/Title: Anthony Villedrouin / Business Manager

City/State/Zip: Pompano Beach, FL 33069

Telephone No.: 954-943-5118

Facsimile No.: 954-943-2994 E-Mail Address: anthony.villedrouin@dbiservices.co

Social Security No. or Federal

I.D.No.: 23-2332783

(if applicable)

Dun and

Bradstreet No.: N/A

CONTRACT EXECUTION FORM

This Contract No. 2016-39 is made this ____ day of _____ in the year 2016 in the annual amount of \$17,220.00 (seventeen thousand two hundred and twenty) for routine services by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and DeAngelo Brothers LLC d/b/a Aquagenix, Inc.

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 Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

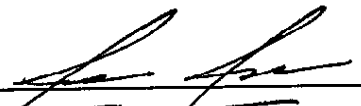
By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

DeAngelo Brothers LLC d/b/a Aquagenix, Inc.

By: _____

By: 
Name: Jason Jones
Title: Branch Manager

(*) In the event that the Contractor is a corporation, attached shall be the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.


**CERTIFICATION OF A JOINT ACTION BY
UNANIMOUS CONSENT IN WRITING OF THE MANAGERS OF
DeANGELO BROTHERS, LLC**

I, Joseph G. Ferguson, Secretary of DeAngelo Brothers, LLC, (the "Company"), hereby certify that, by unanimous consent of the Managers of the Company, the following Resolution was adopted:

AUTHORIZATION TO SIGN CONTRACTS AND COMMITMENTS

NOW THEREFORE BE IT RESOLVED THAT **Jason Jones** of the Aquagenix division of the Company ("Aquagenix") is hereby designated as authorized signing representative of Aquagenix and the Company, and is hereby authorized to bind Aquagenix and the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the Town of Miami Lakes, Florida, Contract #2016-39, Park Aquatic Area Maintenance Services upon the terms contained in the proposed contract to which this Certificate of Joint Action by Unanimous Consent in Writing of the Managers of DeAngelo Brothers, LLC is attached.

DATED this 18th day of July, 2016.



JOSEPH G. FERGUSON
Secretary

(SEAL)

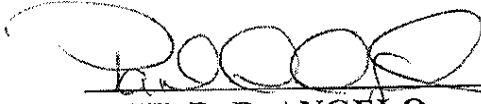
DeANGELO BROTHERS, LLC

**JOINT ACTION BY UNANIMOUS CONSENT IN WRITING
OF THE MANAGERS**

THE UNDERSIGNED, being the managers ("Managers") of DeAngelo Brothers, LLC, a Pennsylvania limited liability company ("Company"), hereby adopt, by this Joint Action by Unanimous Consent in Writing, in accordance with applicable provisions of the Pennsylvania Limited Liability Company Act, as amended, the following resolution with the same force and effect as if unanimously adopted at a duly convened meeting of the Managers of Company, respectively, at which a quorum was present and voting throughout:

RESOLVED: That **Jason Jones** of the Aquagenix division of the Company ("Aquagenix") is hereby designated as authorized signing representative of Aquagenix and the Company, and is hereby authorized to bind Aquagenix and the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the Town of Miami Lakes, Florida, Contract #2016-39, Park Aquatic Area Maintenance Services upon the terms contained in the proposed contract to which a copy of this Joint Action by Unanimous Consent in Writing of the Managers of DeAngelo Brothers, LLC is attached.

DATED this 18th day of July, 2016.



PAUL D. DeANGELO
Manager

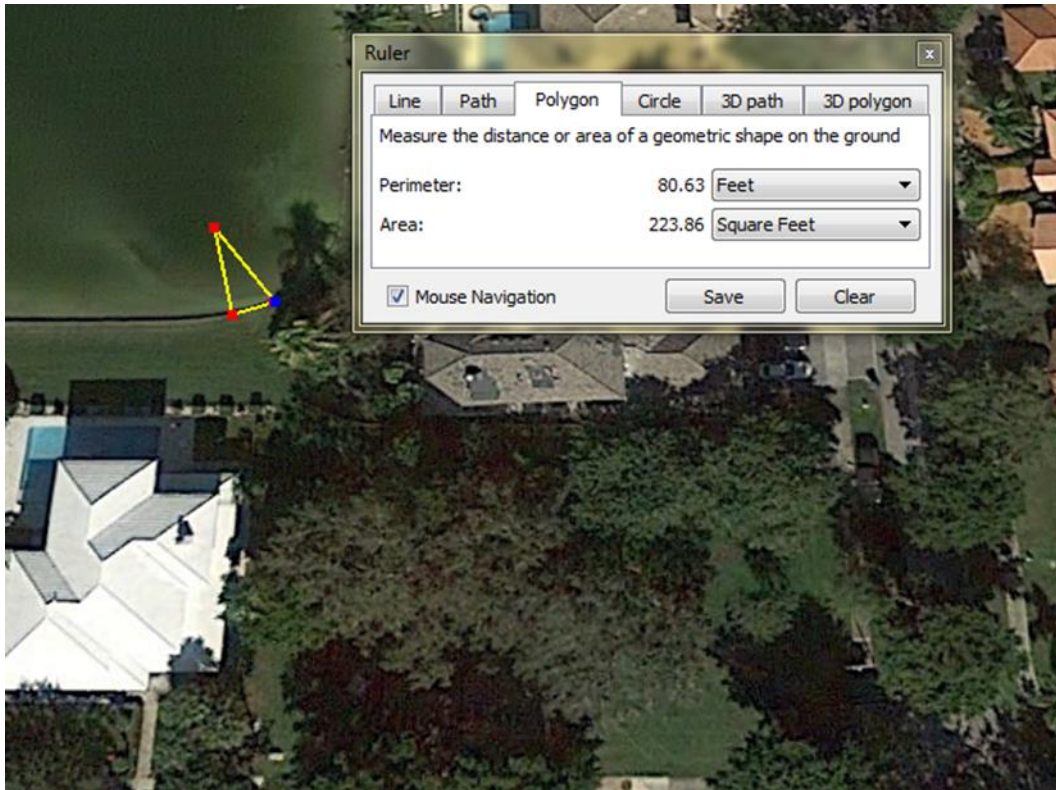
NEAL A. DeANGELO
Manager

EXHIBIT "A"

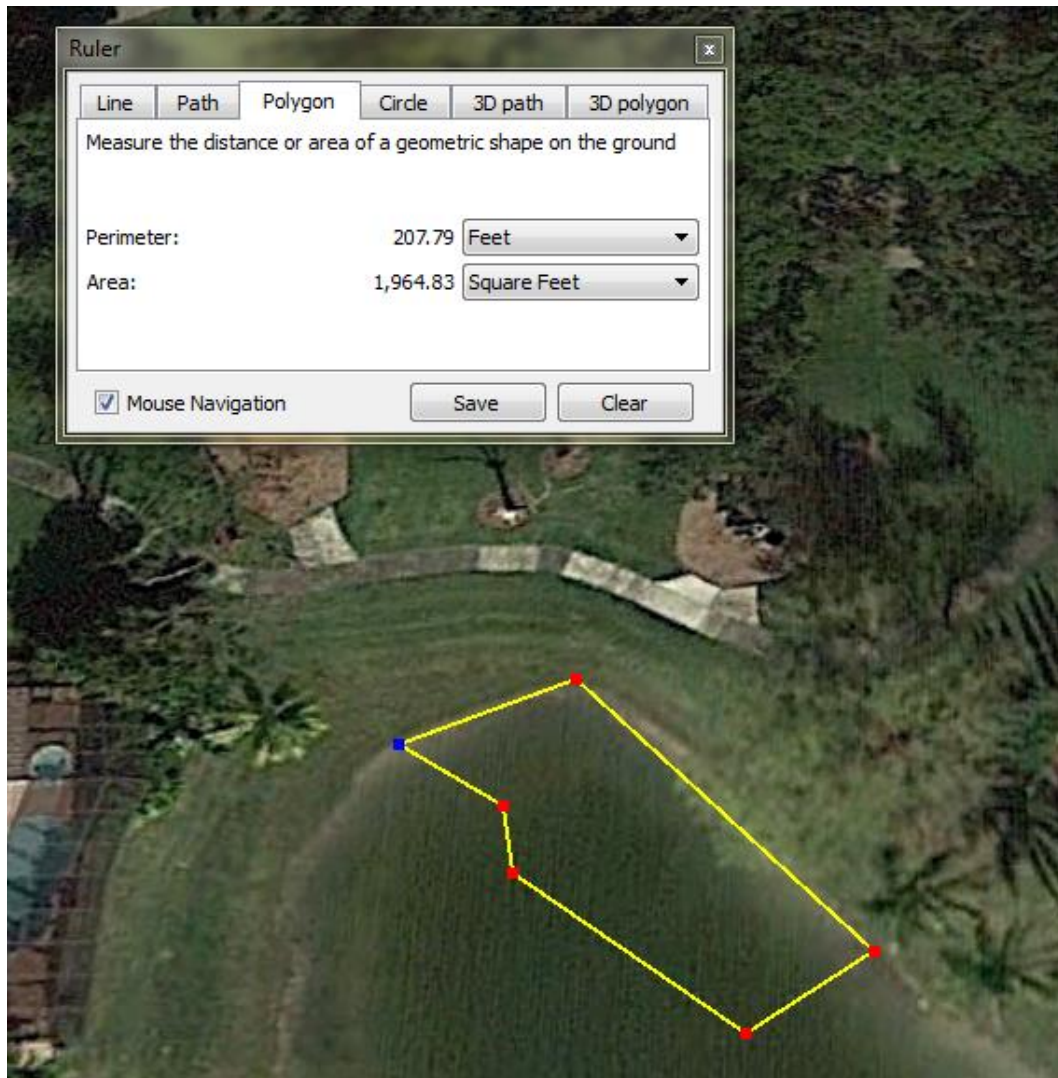
Aquatic Park Maintenance

Park Name	Location	Area (Sq. Ft.)
P83	8437 Glencairn Terr	223.00
P78	8640 Ardoch Rd	1,965.00
P82	14708 Breckness PL	1,038.00
P80	14952 Rednock Ln	1,616.00
P68	8560 Menteith Ter	3,863.00
P66	15132 Menteith Pl	3,895.00
P32	7320 Twin Sabal Dr	13,976.00
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P36	7050 Miami Lakes Dr	8,410.00
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P47	6480 Miami Lakes DR	4,584.00
P74E	15690 BULL RUN RD	22,897.00
P41	15520 TURNBERRY DR	475.00
P51	6970 Lochness Dr	20, 504
P52	6700 Lochness Dr	9,277
MLOP	6411 NW 162 ST	22, 423

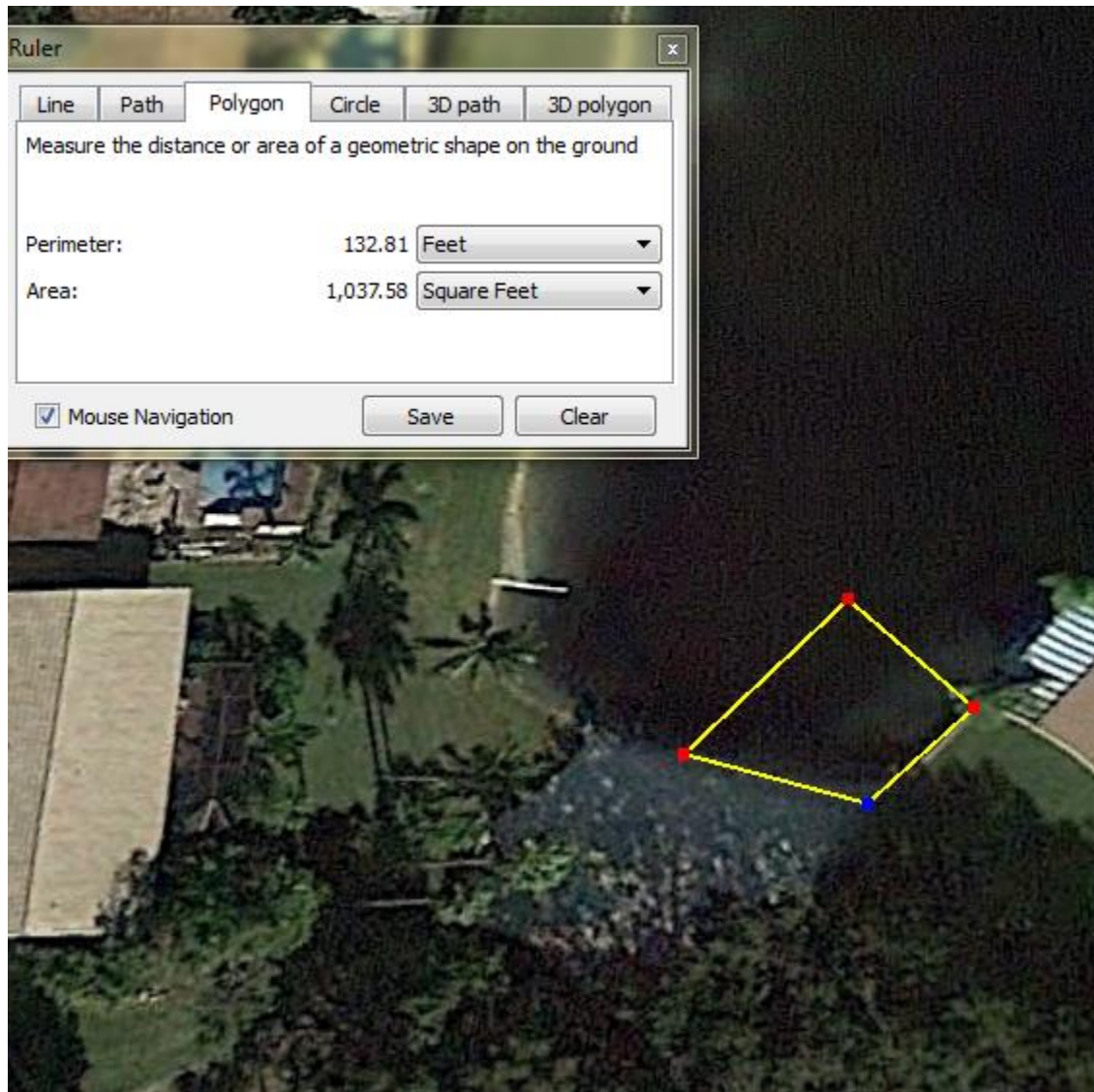
P83 – 8437 GLENCAIRN TER = 223 Sq. Ft



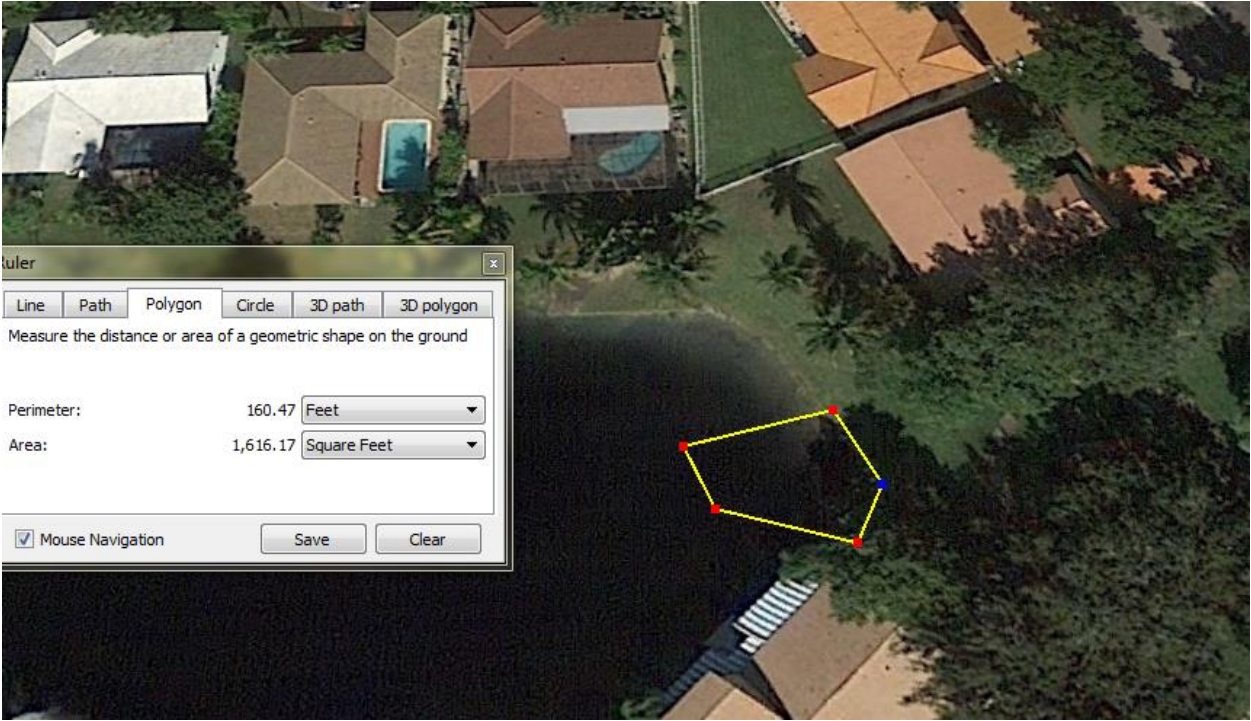
P78 – 8640 ARDOCH RD = 1,965 SQ. FT



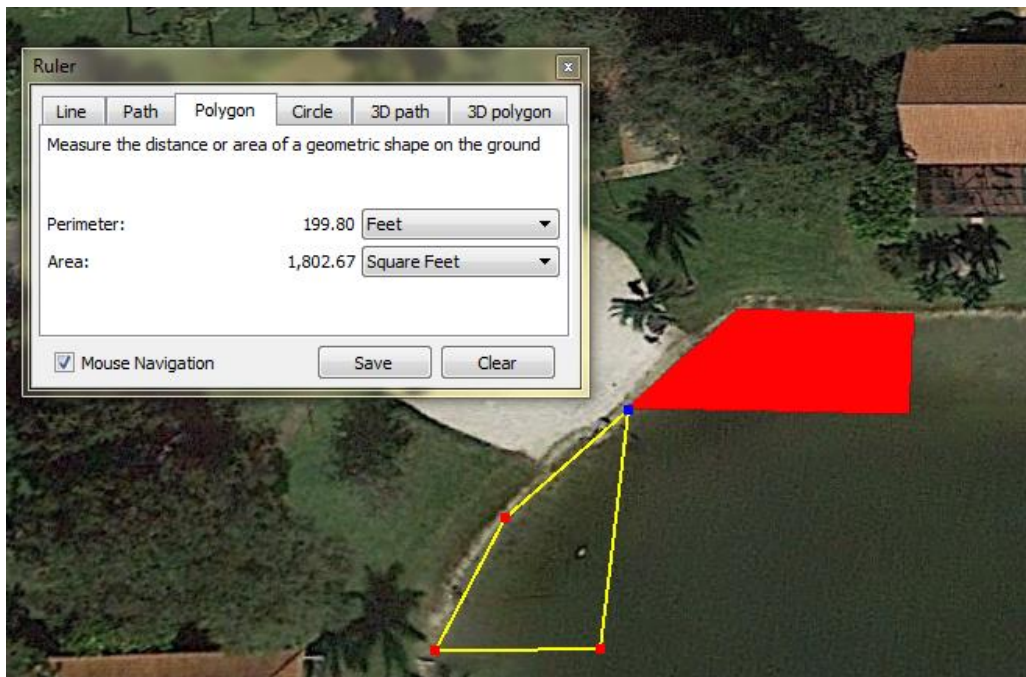
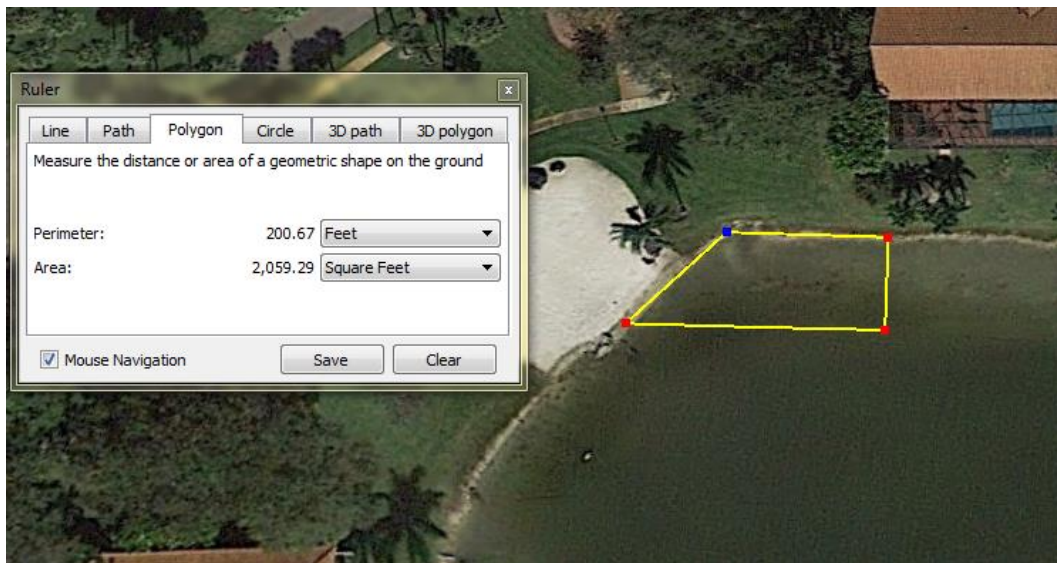
P82 – 14708 BRECKNESS PL = 1,308 SQ. FT



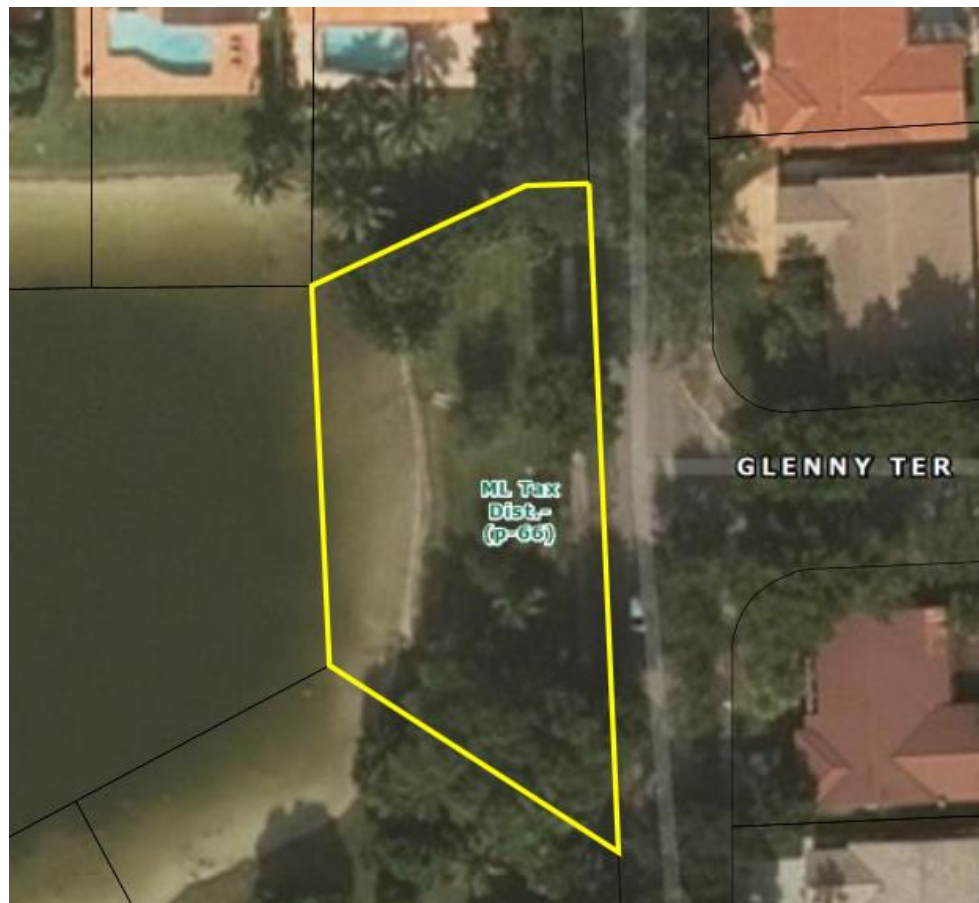
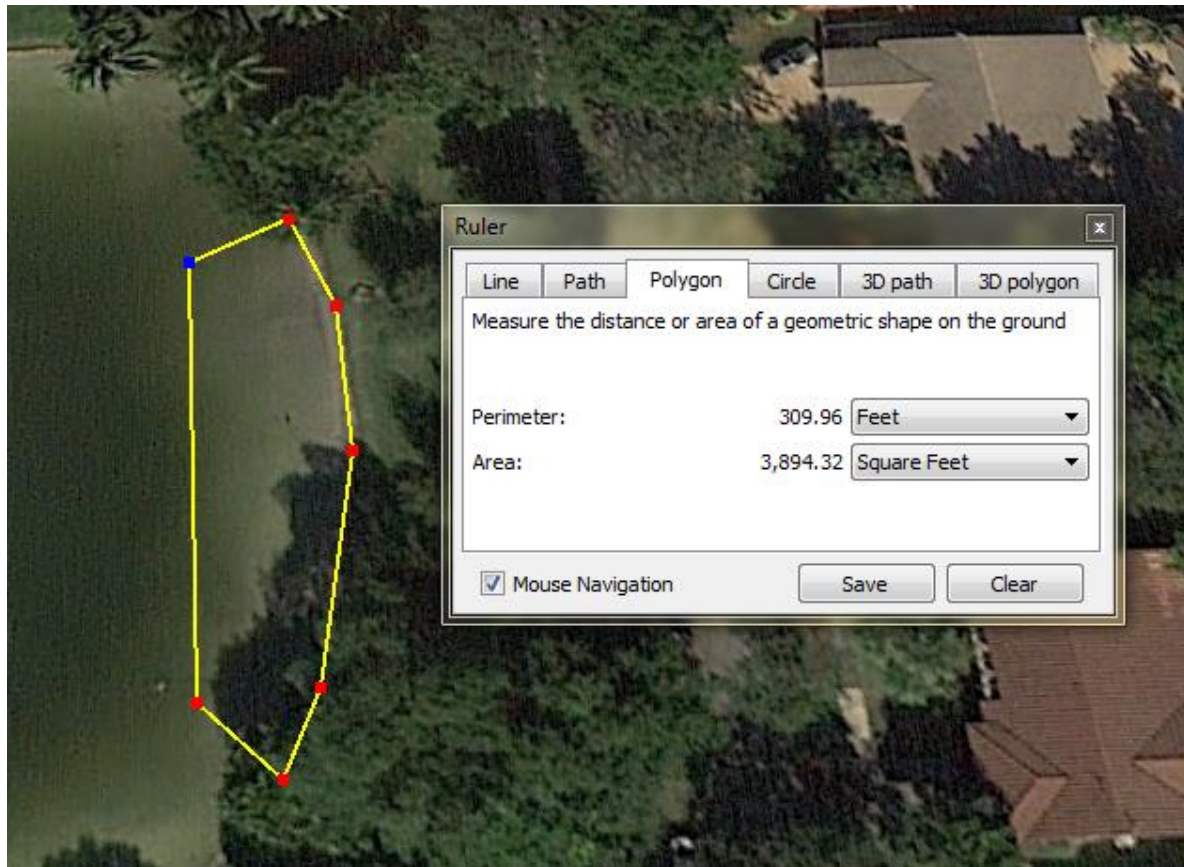
P80 = 14952 REDNOCK LN = 1616 SQ. FT



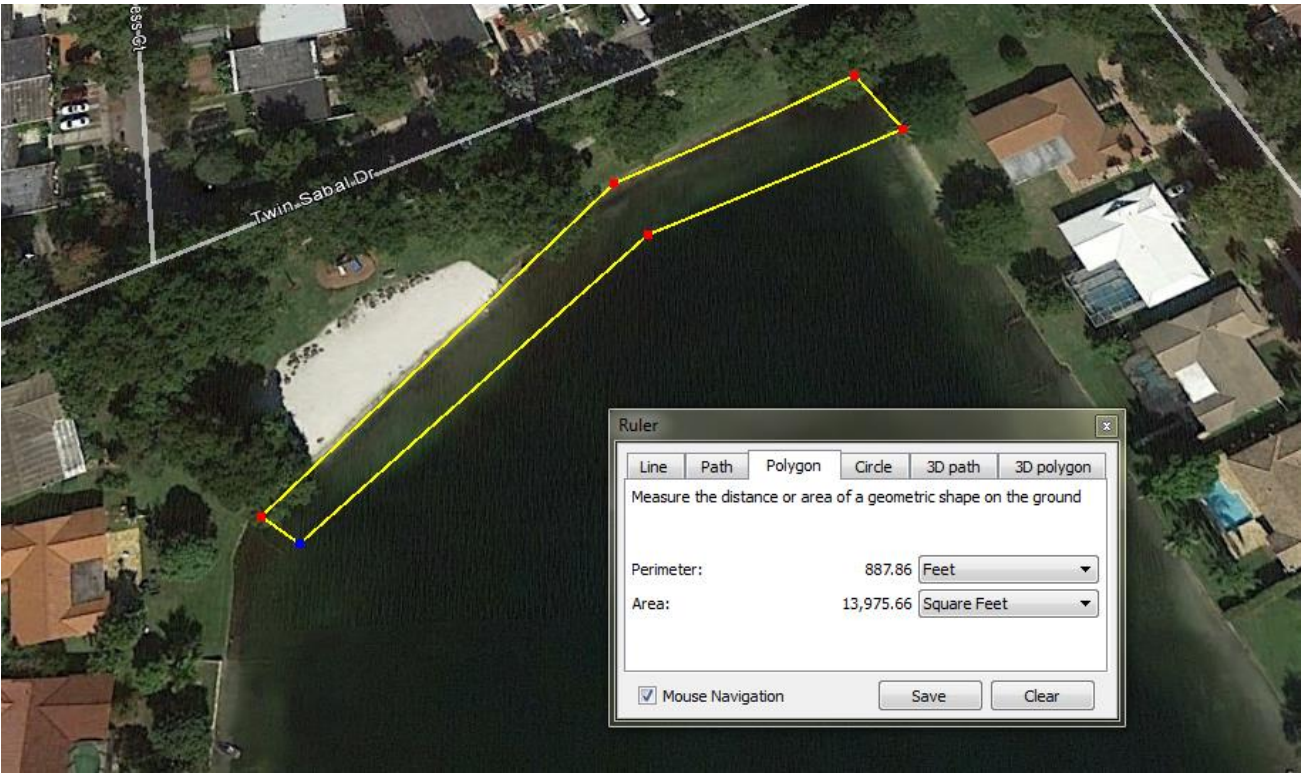
P68 = 8560 Menteith Ter = 3863 SQ. FT.



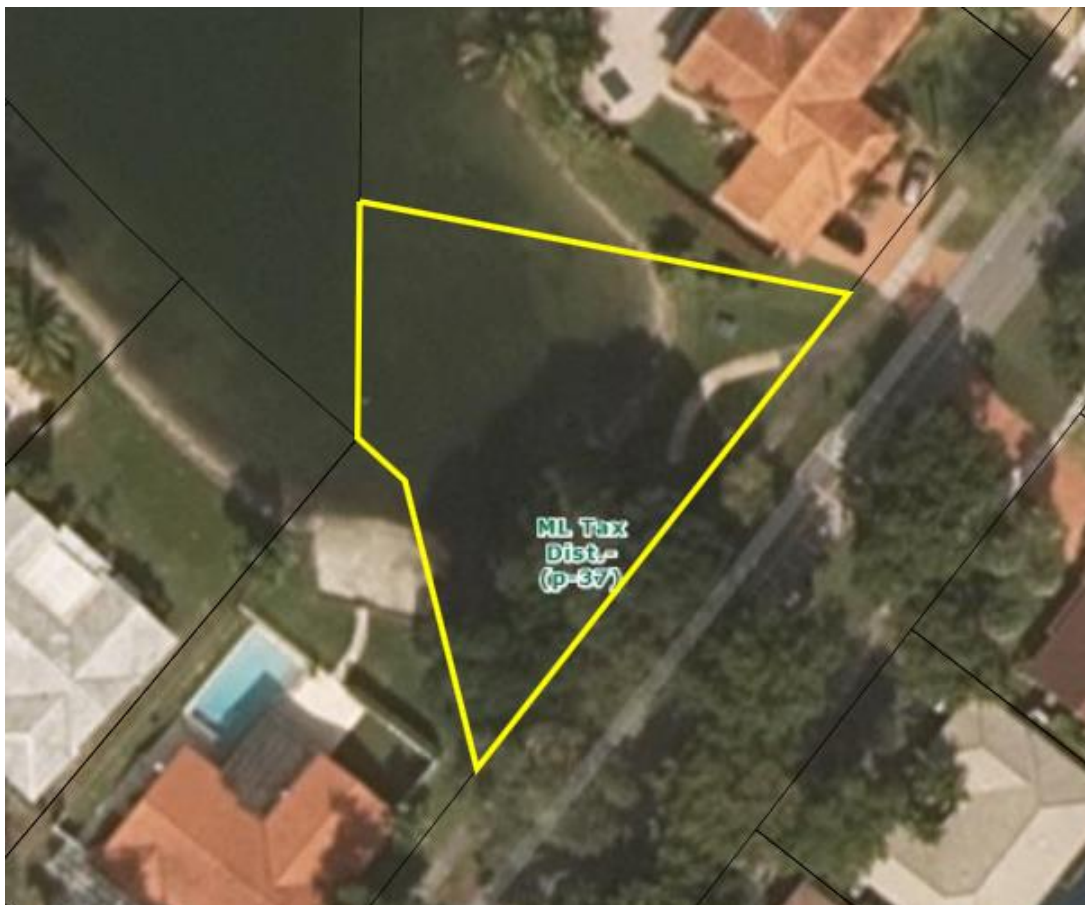
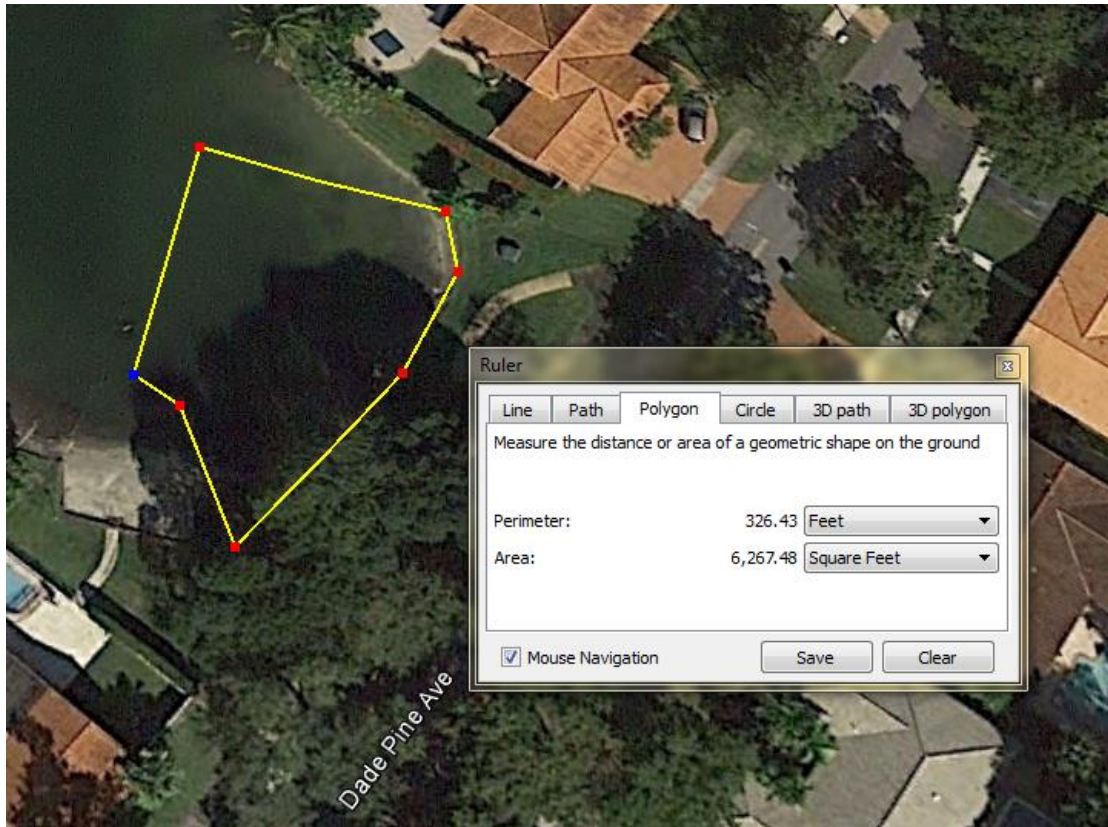
P66 = 15132 Menteith Pl = 3895 SQ. FT



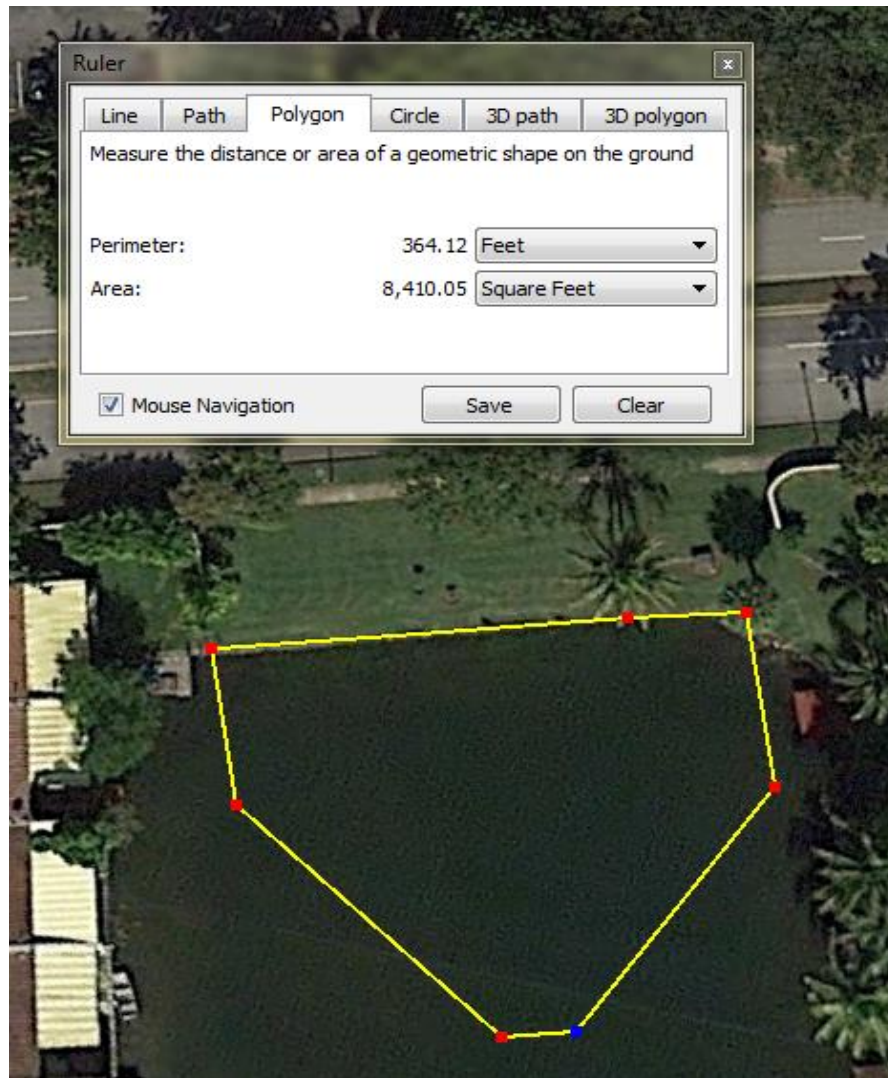
P32 – 7320 Twin Sabal Dr = 13,976 SQ. FT.



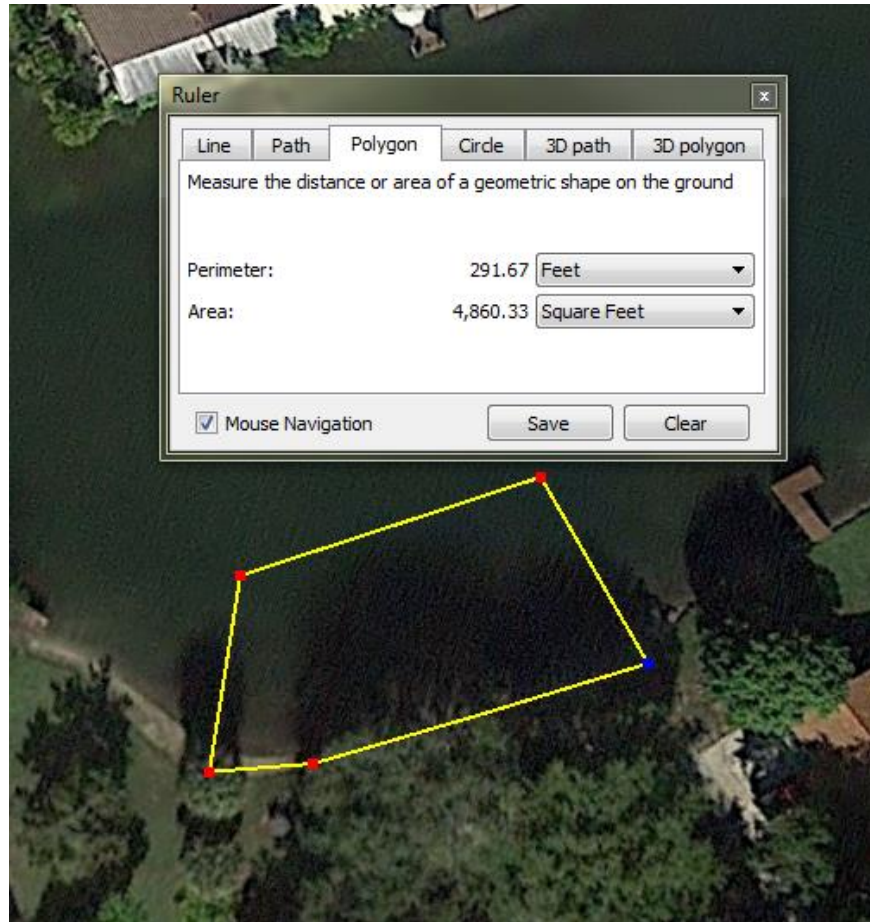
P37 – 14880 Dade Pine Ave = 6,267 SQ. FT.



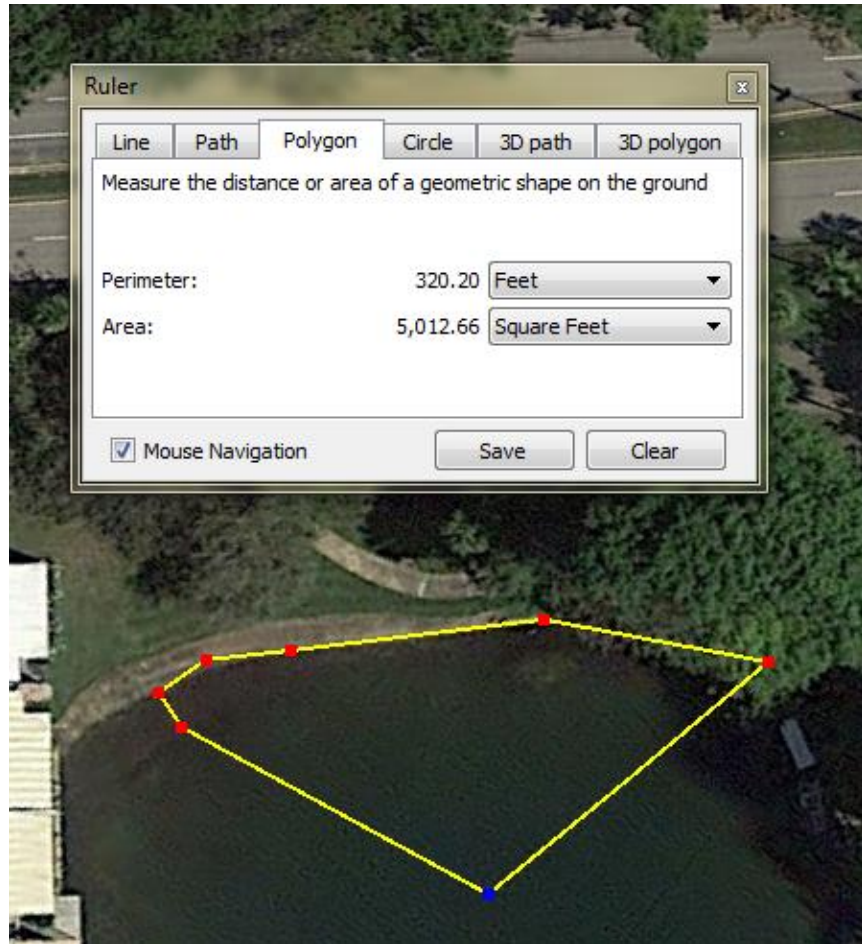
P36 – 7050 Miami Lakes Dr = 8,410 SQ. FT



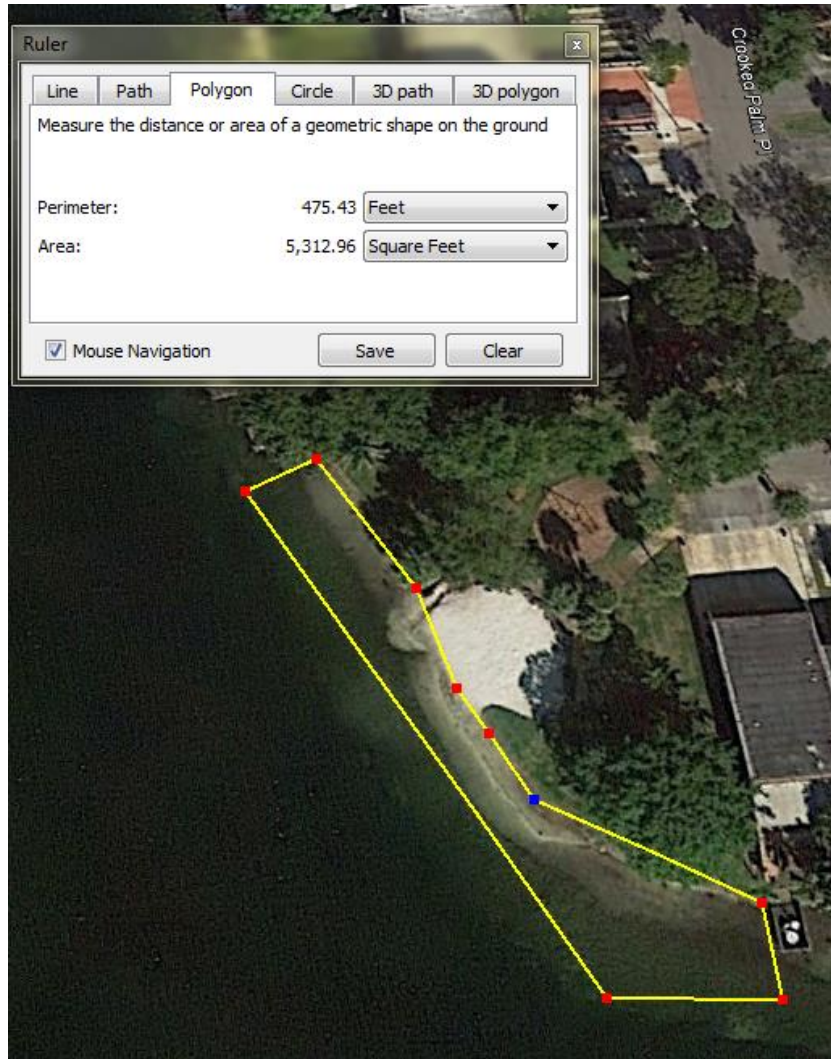
P38 – 14844 Dade Pine Ave = 4,860 SQ. FT



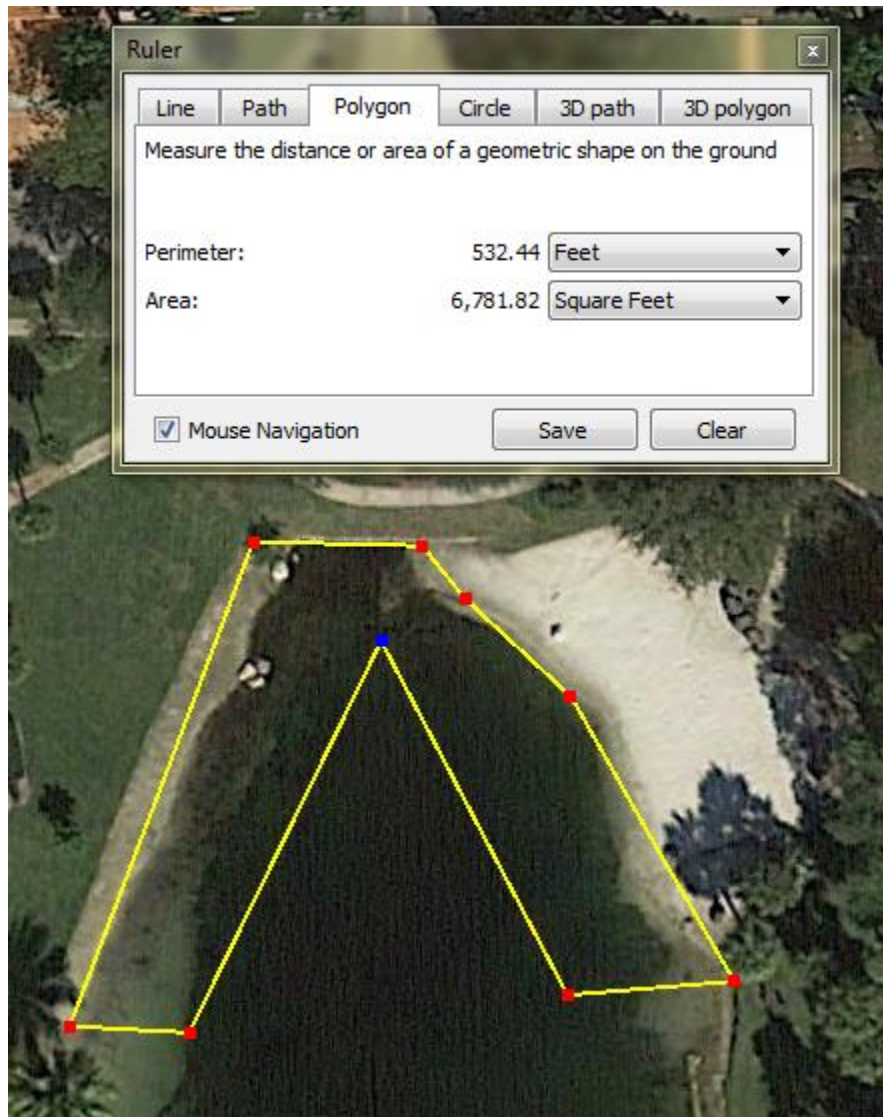
P39 – 6880 Miami Lakes Dr = 5012 SQ. FT



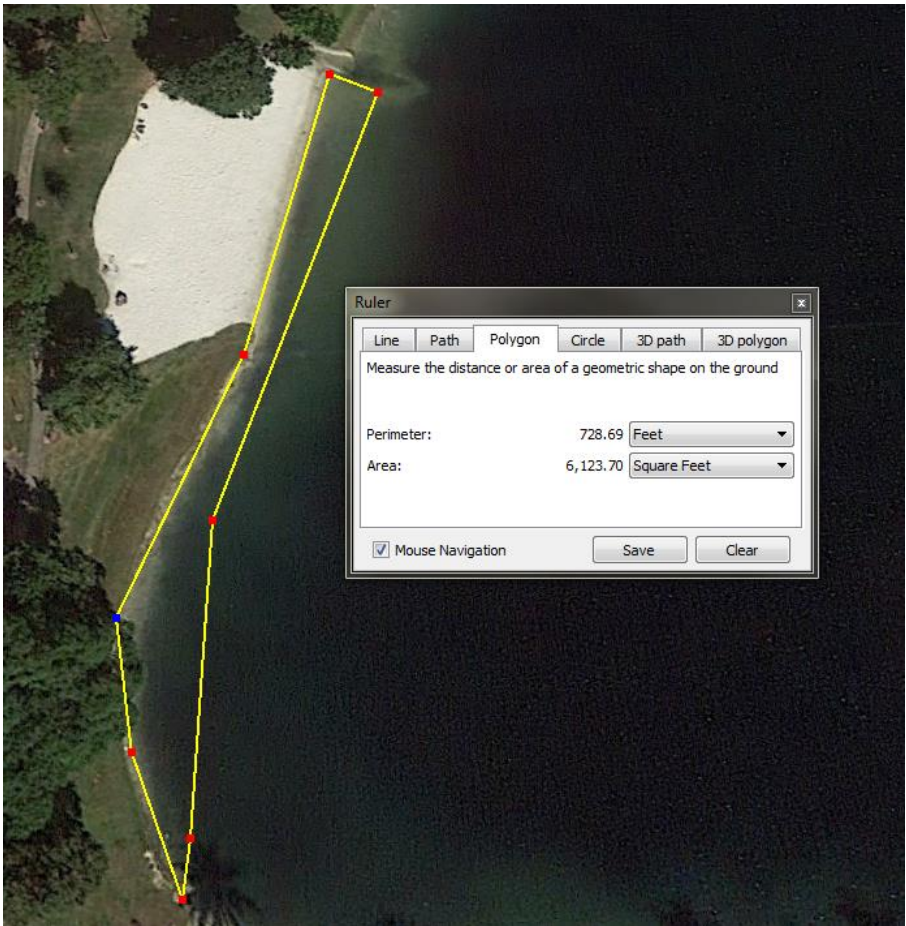
P27 – 6786 Crooked Palm Pl = 5313 SQ. FT



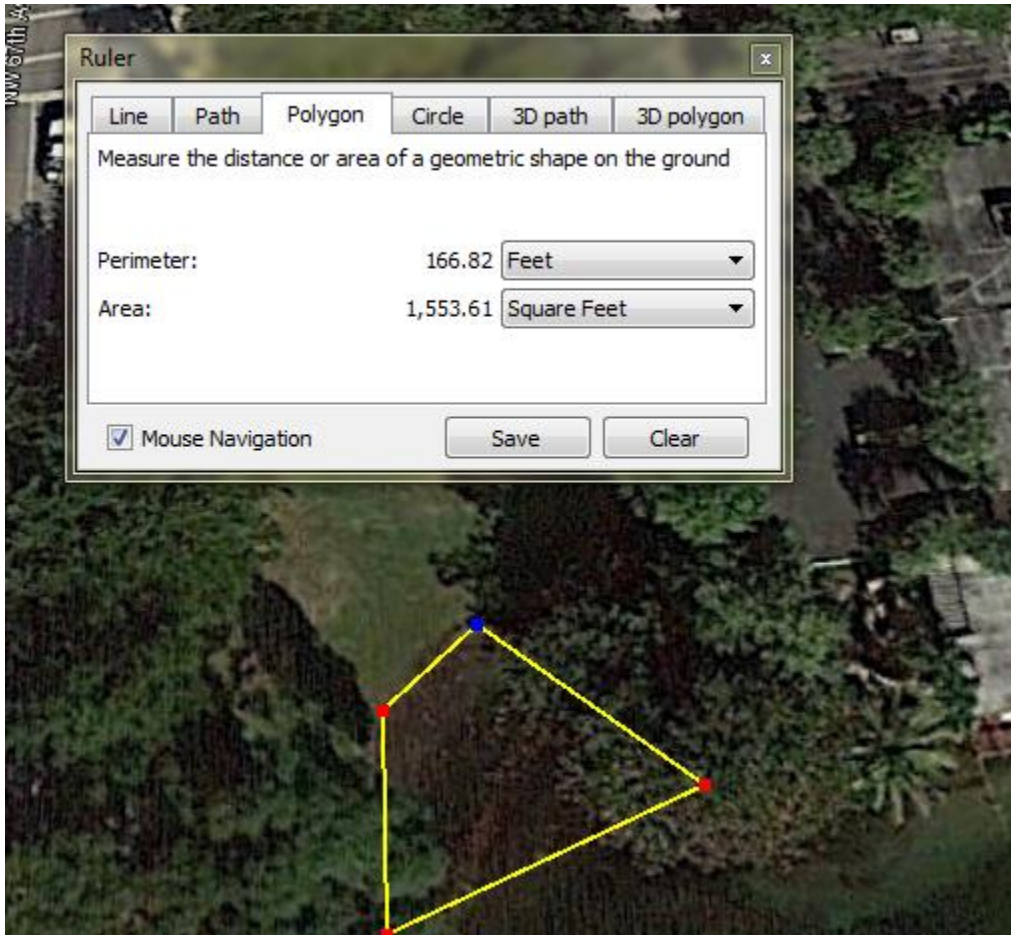
P21 – 6890 White Oak Dr = 6,782 SQ. FT



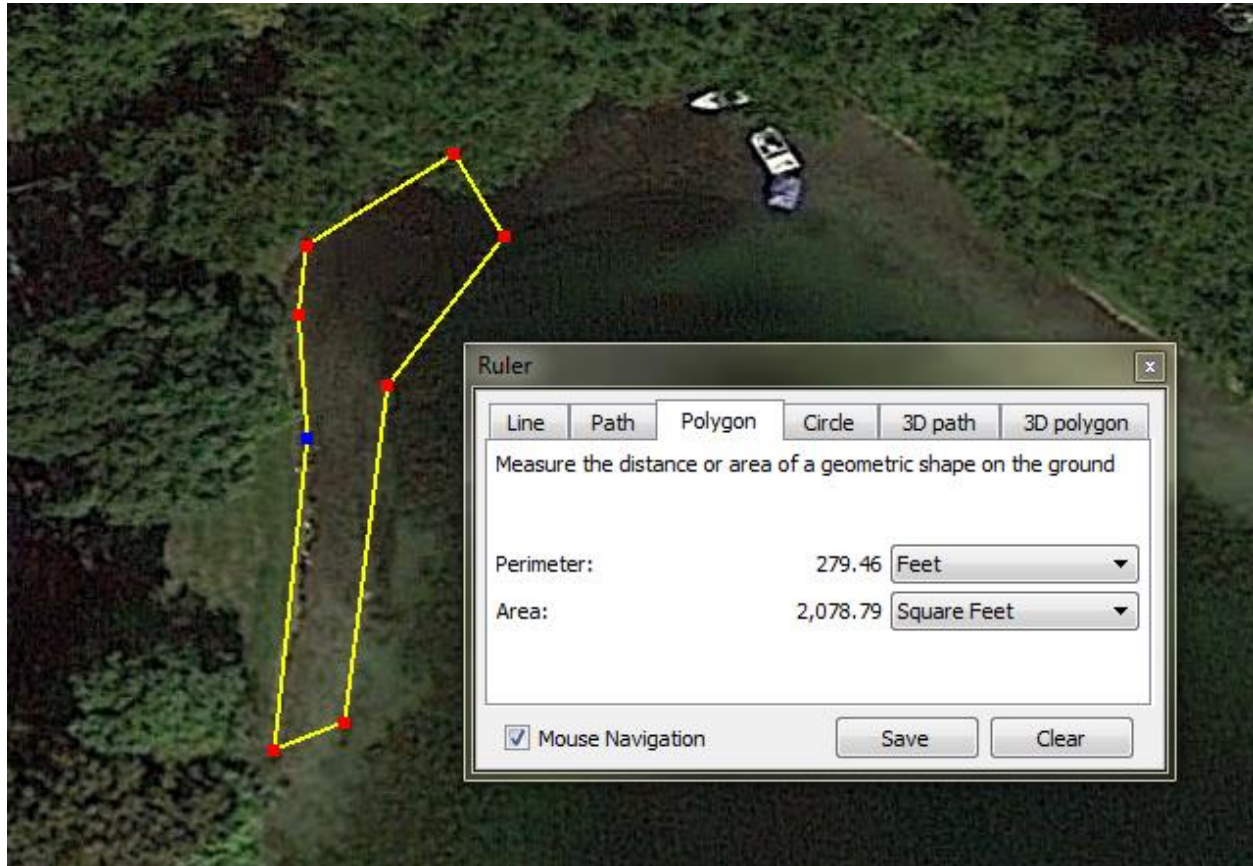
P8 = 14105 LAKE CHILDS CT = 6,124 SQ. FT



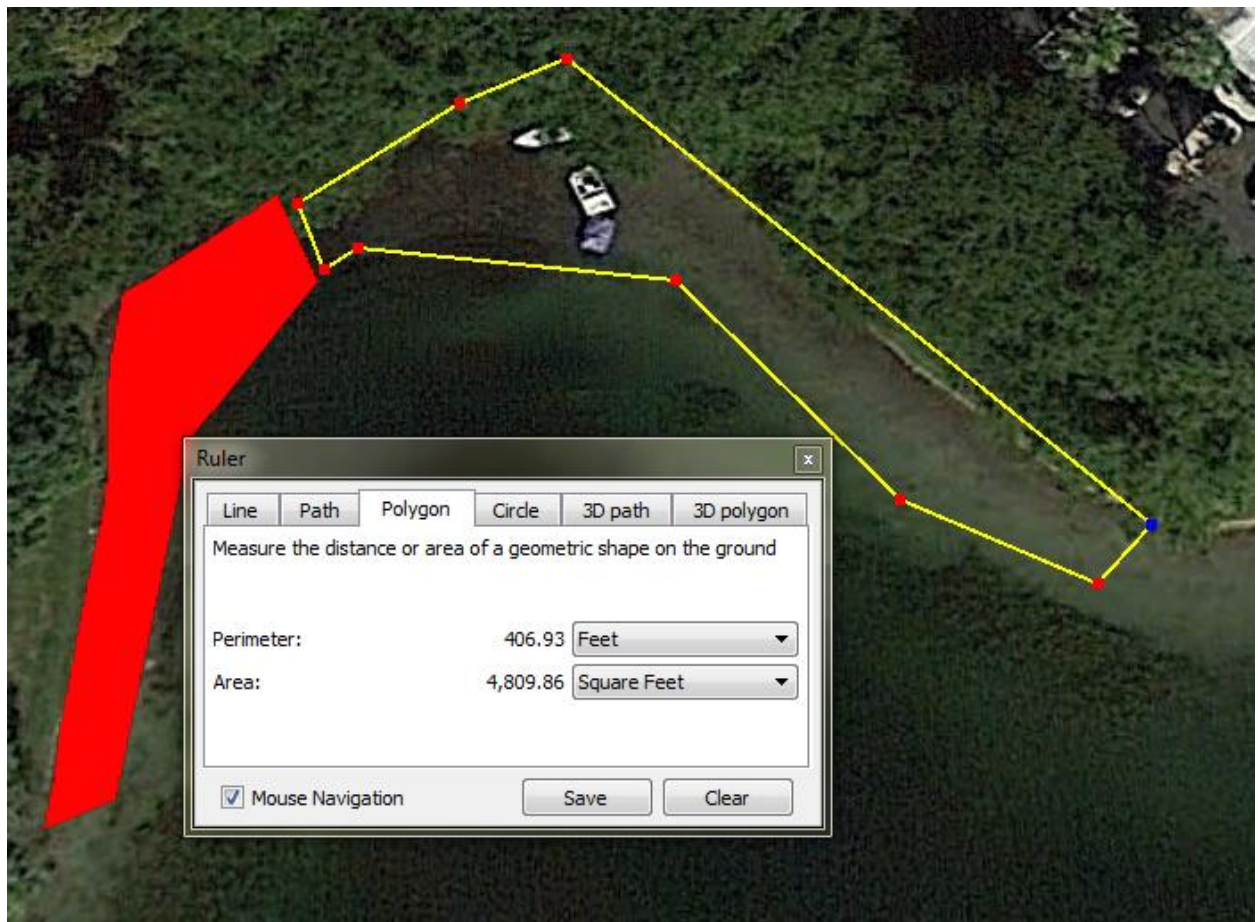
P44 – 6640 Ludlam Dr = 1,554 SQ. FT



P45 – 6550 MIAMI LAKES DR E = 2,079 SQ. FT



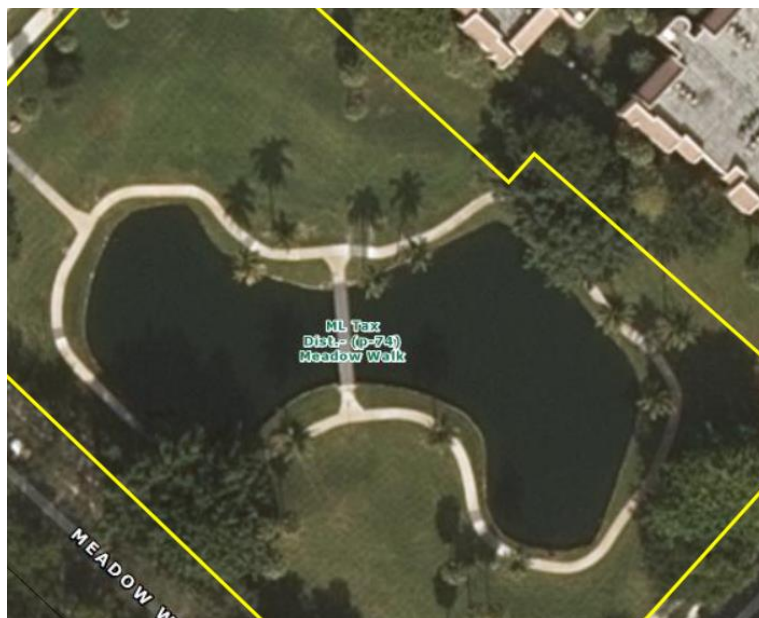
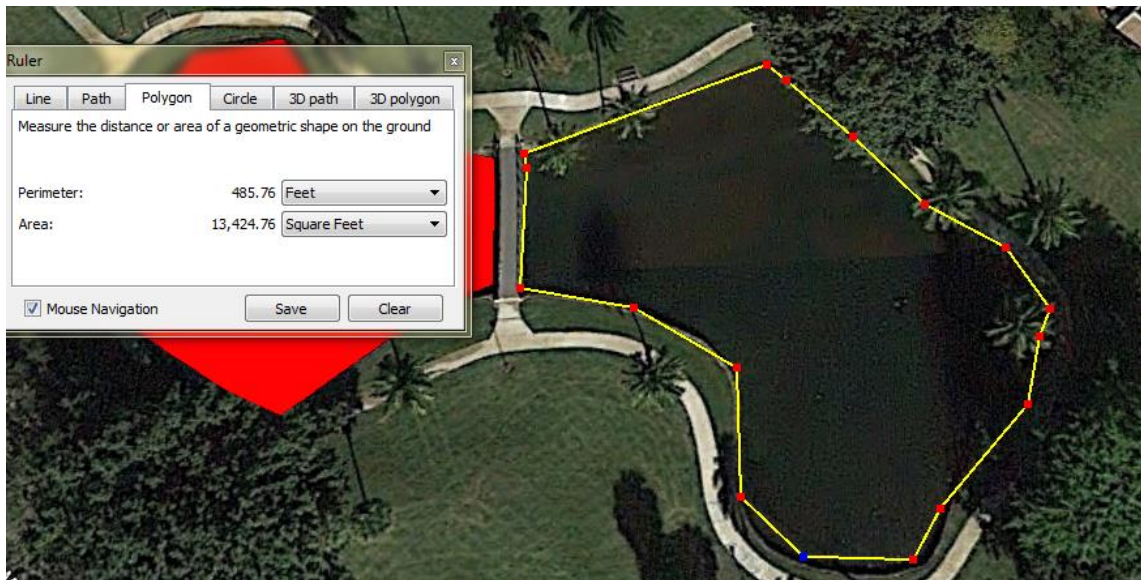
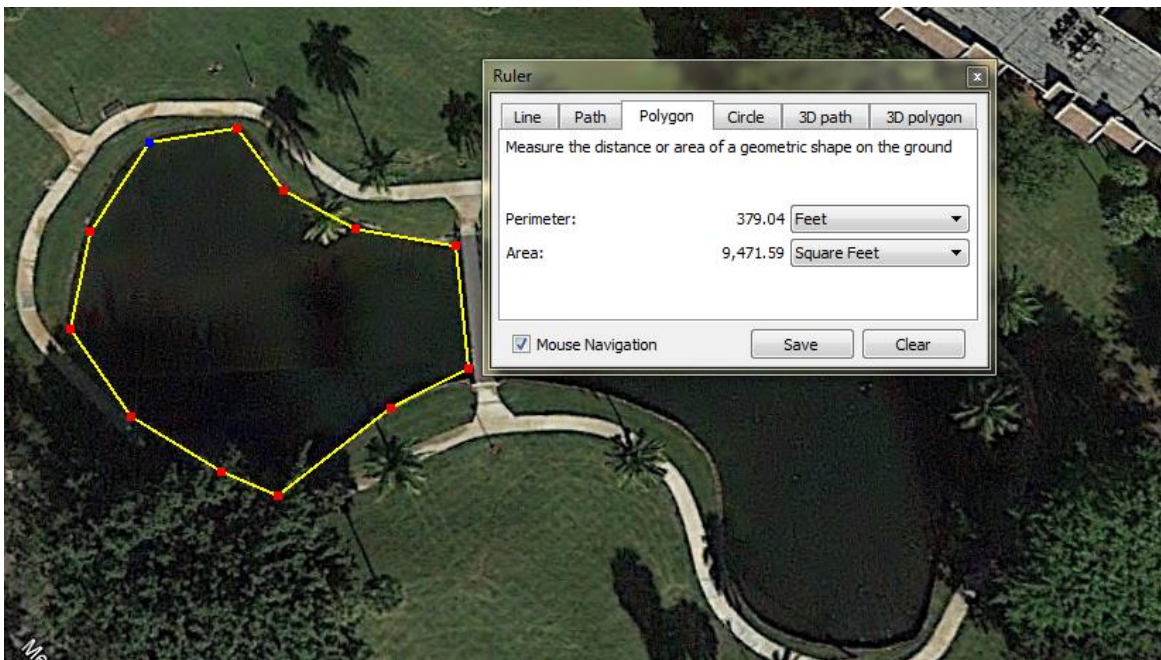
P46 – 6550 MIAMI LAKES DR E = 4810 SQ. FT.



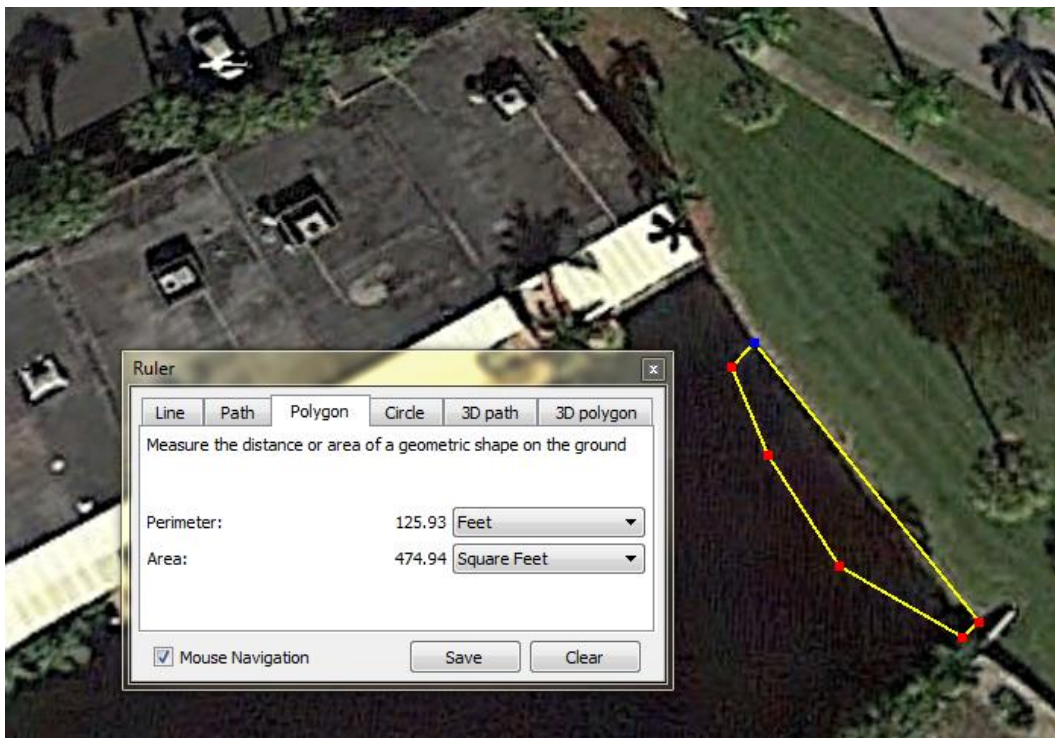
P47 – 6480 MIAMI LAKES DR = 4584 SQ. FT



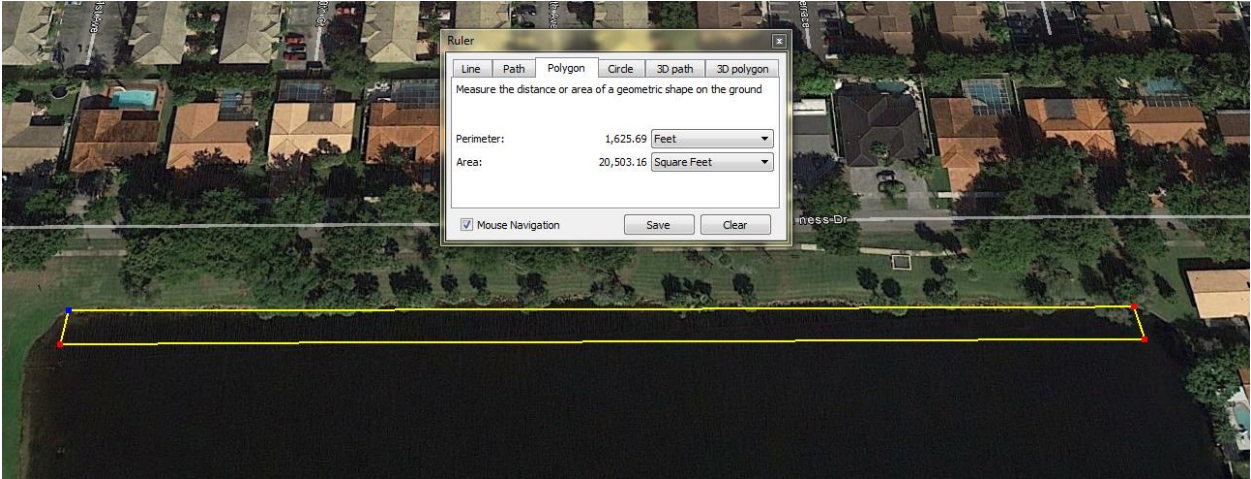
P74E – 15690 BULL RUN RD = 22, 897 SQ. FT



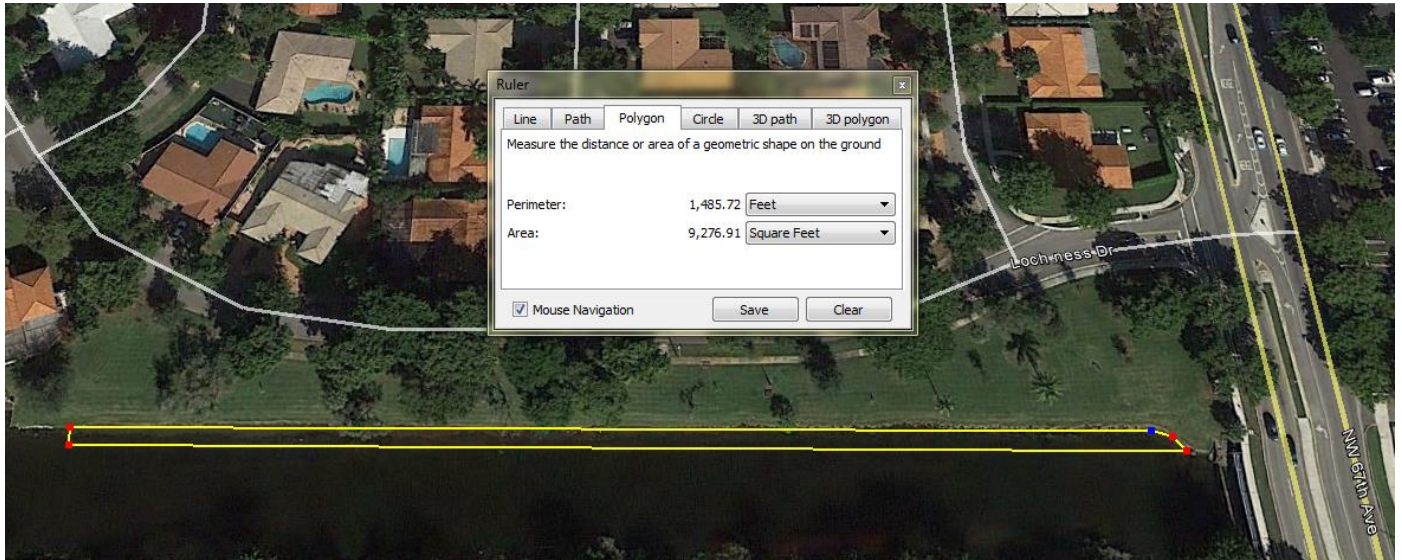
P41 – 15520 TURNBERRY DR = 475 SQ. FT



P51 – 6970 Lochness Dr = 20,504 SQ. FT



P52 – 6700 Lochness Dr = 9,277 SQ. FT



Miami Lakes Optimist Park Marina – 6411 NW 162 ST = 22,423 SQ. FT

