

INVITATION TO BID

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB No. 2016-26R



The Town of Miami Lakes Council:

**Mayor Michael A. Pizzi Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
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

DATE ISSUED: March 7, 2016

CLOSING DATE: March 30, 2016

ITB No. 2016-26R

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Exhibits

Exhibit “A” = Zone A

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SECTION 1

NOTICE TO BIDDERS

Town of Miami Lakes

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB 2016-26R

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified Bidders for the Town's Ground Maintenance Services for FDOT Right-of-Way Sites (the "Services"). Bids must be submitted and appropriately labeled in the form of one (1) original and two (2) copies and a duplicate PDF of the entire original proposal on CD-ROM or flash drive, and must be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 2:00 P.M. on March 30, 2016**, at which time the Responses will be opened.

Scope of Work consists of providing mowing, edging, trimming, maintenance of shrubs, hedges and plants, mulching, debris pick-up, on FDOT Right-of-Way Sites, identified in the attached Exhibits established in the Contract Documents. A pricing menu for as-needed Additional Services is also included. A **Non-Mandatory Pre-Bid Conference** will be held at 10:00 A.M. on March 15, 2016 in the First Floor Community Conference Room at Miami Lakes Town Hall 6601 Main Street, Miami Lakes, FL 33014.

The entire ITB package, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, and selecting "Contractual Opportunities". The ITB is also available at www.Demandstar.com. **ALL** inquiries regarding this ITB must be directed to the Procurement Department via email at procurement@miamilakes-fl.gov.

Minimum Qualification Requirements:

- Bidder must possess a minimum of three (3) years of experience performing grounds maintenance services under its current business name.*
- Through verifiable references, demonstrate performance of three (3) contracts with a similar size, scope, and complexity.
- Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity.
- Bidder must have employees that can work under the E-Verify requirements for designated portions of the project area.
- Bidders must also provide evidence of rental or lease equipment for use in the performance of the Work. No Work can be subcontracted under the Contract.

*The Town will consider a Bidder 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 or where the Bidder was a subsidiary of a larger firm and the Bidder's firm has been merged into the larger firm. Bidder must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Bidder under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

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 RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Additional Services means services, requested by the Project Manager, that are not included within the Scope of Work for which the Contractor may be entitled to additional compensation.

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.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

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.

Materials mean goods or equipment used or consumed in the performance of the Work.

Mowing Cycle means the frequency of mowing at the Site(s) 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.

Site(s) means the location(s) where Work is to be performed under the Contract.

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

Task(s) means the components of Work required by the Contract Documents, which includes, but is not limited to mowing, edging, trimming, and debris removal.

Town means the Town Council of the Town of Miami Lakes or the Town Manager.

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.

Work Order means a document issued by the Town awarding Additional Services to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

2.2 ACRONYMS

The following are acronyms used in the ITB:

- CLIN - Contract Line Item Number
- ROW – Right-of-Way
- OSHA - Occupational Safety and Health Administration
- ITB – Invitation To Bid
- UM – Unit of Measure
- SF - Square Feet
- LF – Linear Feet
- AC – Acre

2.3 APPENDICES

The following is a list of the appendices that are included in the ITB:

- Exhibits A and B – Maps and Measurements of the Service Zones

2.4 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall 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. Bidders shall not be allowed to modify their bids after the opening time and date.

2.5 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 annual bid amount. Failure to include pricing on all line items as well as the total annual bid amount shall 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 said forms will 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 of the ITB.

The Bid is 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.

Bids from Joint venture firms will not be accepted for this solicitation.

2.6 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall 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 a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.7 PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will be held for this solicitation at 10:00 A.M. on March 15, 2016 in the First Floor Community Conference Room at Miami Lakes Town Hall 6601 Main Street, Miami Lakes, FL 33014.

2.8 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing all of the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the form attached.

2.9 PERFORMANCE OF THE WORK

Bidder must be capable of self- performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet this requirement. As part of the Bid the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meet this requirement during the performance of the Work the Contractor shall be in default of the Contract.

2.10 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

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

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Visit the site(s) (if applicable) to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (Town and Miami-Dade County) 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.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute 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 performance and furnishing of the Work.

2.11 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB and specifications shall be directed in writing, via email to the following address: procurement@miamilakes-fl.gov. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.12 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.

2.13 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 or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, as applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

Bidders shall not transfer, assign, or sell the rights to their Bid Submittal to any other company, subsidiary, individual or entity. Such action shall result in the Bid Submittal being rejected as non-responsive.

2.14 WITHDRAWAL OF BID

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.15 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.16 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and who's Bid complies with the requirements of the ITB. It is the Town's intent to award the contract to one Bidder, however the Town reserves the right to award the contract in whole or in part to one (1) or multiple Bidder(s) if the Town deems it is in its best interest. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/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 shall 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 own and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder(s) is qualified to perform the Work.

Any award will be made only in the name of the entity submitting a Bid.

Town Ordinance 115, Section 2G provides for a local preference, which shall be applicable to this ITB, in determining the lowest responsive and responsible Bidder.

Where the solicitation contains multiple line items or unit pricing a Bid may be rejected if the Town Manager determines that the Bid is an unbalanced bid.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates and the required Payment and Performance Bond(s), if required) in a timely manner, as determined by the Town Manager or designee. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB.

The Town, at its sole discretion, may consider the lowest Bidder as the Bidder who has the lowest base Bid or the lowest base Bid plus alternate Bid if an alternate Bid is included in the ITB.

2.17 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions shall 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 shall mean 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(s). ITB responses found to be collusive shall be rejected.

2.18 BID PROTEST

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.19 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of

America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.20 LOCAL PREFERENCE

The Town's Local Preference procedures are applicable to this solicitation. Any request for application of the Local Preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.21 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 shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 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 Documents.

3.2 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 shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall 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

Christina Semeraro
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:

(To Be Determined)

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

3.3 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 shall apply:

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

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

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

3.4 INDEMNIFICATION

The Contractor shall 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 shall 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 shall 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 Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall 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.

3.5 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall 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 shall be qualified to do business in 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 shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees,

agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall 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 \$500,000.00 each accident and a waiver of subrogation.
- b. Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall 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 shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 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.
- c. Commercial General Liability.** This insurance shall be written in comprehensive form and shall 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 shall not be less than \$500,000.00 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.
- d. Certificate of Insurance:** Contractor shall 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 shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall 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 shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall 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.

- e. 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. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall 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 shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.6 GENERAL REQUIREMENTS

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.

3.7 RULES AND REGULATIONS

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

3.8 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract prior to commencement of the Work, 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.

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. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, private property, or Town property.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall 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.

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

3.9 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.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

Contractor shall 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.

3.10 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.

3.11 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain the prior approval of the Project Manager. Contractor shall not be entitled to any additional compensation for meeting the M.O.T requirements.

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

Failure by the Contractor to comply with the M.O.T requirements may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work, the Town shall reimburse the Contractor for the cost of the permit.

3.12 COORDINATION OF THE WORK

Prior to the commencement of the Work the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing project(s) or project(s) scheduled to commence during the performance of the Work that may require coordination. The Contractor shall be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor shall 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 shall form the basis for any claim for delay or increased cost.

3.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and shall 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 shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town.

3.14 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, DERM, 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 Project(s) duration.

3.15 LABOR AND MATERIALS

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,

3.16 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.

3.17 PROJECT MANAGEMENT

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Project Manager.

3.18 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 Contractor shall be bound by all determinations or orders of the Project Manager and shall 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 shall 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 shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager 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 shall be consistent with the intent of the Contract Documents. All interpretations of the Contract Documents shall

be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

The Project Manager will not be 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.

3.19 SUBCONTRACTORS

No subcontracting of the Work is permitted under this Contract.

3.20 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, inspectors representing the Town and other public entities having jurisdiction, including FDOT, over the Work shall at all times have access to the Work.

3.21 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 correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such correction(s).

Should Contractor fail or refuse to 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 corrections promptly and fully, the Town Manager or designee may declare the Contractor in default.

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

3.22 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.

3.23 TAXES

Contractor shall 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.

3.24 CHANGE ORDERS

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 shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town and the Contract.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

In the event satisfactory adjustment cannot be reached and a Change Order has not been issued, 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 shall maintain detailed records of all labor and material costs for review of the Town. In addition, the Contractor shall be entitled a combined profit and overhead rate that shall not be in excess of ten (10%) percent of the direct labor and material 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 Contract for Change Order Work shall be 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.

3.25 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 shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension

shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

3.26 EXTENSION OF TIME

Any reference in this section to the Contractor shall 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 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 set forth in the Contract may be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- 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.

Note: A delay meeting all the conditions of the above, shall 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 shall be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall 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 shall reasonably deem necessary or helpful in considering the requested extension.

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

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be 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 shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

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, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.27 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to an extension of time to complete the schedule Work and no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.28 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).

3.29 CLAIMS

Any claim for a change in the Contract time for completion of any Work, Contract Term, or Contract Price shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) 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 shall be provided unless the Town 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 shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

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 shall include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall 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 reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions 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 shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers and by the Town. 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 herein.

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

3.30 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 shall be submitted for resolution in the following manner.

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.2, Notices. Upon receipt of said notification the Procurement Manager shall 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 shall 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 shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her 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 shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) 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 where Town Manager's decision is subject to Town Council for approval; or
- (iii) 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 shall 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 shall 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.

3.31 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.

3.32 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.

3.33 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 3.38, 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.

3.34 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, shall 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.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

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.

3.35 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 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 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.

3.36 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

3.37 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall 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, shall include but not 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 or materials, or supplies they have provided;
- 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 Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- 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") occur 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 issues 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 shall 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 shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.38 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 shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
- 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; and 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 shall 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
- 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 shall 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, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.
- In no event, shall 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 shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.39 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.

3.40 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall 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.

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

Contractor shall not unlawfully discriminate against any person, shall 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 shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.42 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.

3.43 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 shall be entitled to assert a claim against either of them based upon this Contract.

3.44 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, merged, 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 ownership, the majority of the stock, or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall 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 such actions identified above taken without the prior written consent of the Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall 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.

3.45 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 shall 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.46 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 shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.47 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.

3.48 ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books and 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 shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.49 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 shall 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 shall 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.

3.50 CONTRACT EXTENSION

The Town reserves the right to exercise its option 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.

3.51 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall 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 shall be Miami-Dade County, Florida.

3.52 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.

3.53 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 shall be excised from this Contract, and the remainder of the Contract Documents shall 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 shall be made within seven (7) calendar days after the finding by the court becomes final.

3.54 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 shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.55 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 shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

The Contractor shall perform the Work as stated in Section 7, Specifications.

4.2 CONTRACT TERM

This Contract shall be effective upon execution by both parties and shall continue for a term of one (1) year from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the Town exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same as specified in this bid and apply during the renewal period(s). No Work shall commence until a written Notice to Proceed is issued.

4.3 HOURS FOR PERFORMING WORK

All Work shall be performed every day between the hours of 9:00 a.m. to 3:00 p.m Monday through Saturday.

4.4 COMPENSATION

The Contractor shall be compensated at the line item price specified in the Bid Form of the Contract.

4.5 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.

- Timeframe covered by the invoice
- Location of Work performed (based on Work Plan)
- Basic Services price by location
- Supplemental Services performed by location
- Work Order number (for additional services only)
- Additional Services price allowed by the Work Order
- Total Value of invoice
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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 shall 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.

4.6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to any Work requiring the use of fertilizers, pesticides, herbicides, or other similar materials or chemicals. 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.

4.7 DEBRIS HAULING AND DISPOSAL

All debris removed from the FDOT locations 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, DERM, FDEP, and FDOT.

4.8 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.

4.9 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Work set forth in the Contract, and as may be modified by written Change Order to the Contract. In the event the Work is not performed as set forth in the Contract, the Contractor shall pay to the Town as follows:

- For Work the Town can be corrected to meet the requirements of the Contract, two hundred fifty dollars (\$250.00) shall be assessed for each and every calendar day the Work is not corrected to meet the requirements of the Contract.
- For Work that cannot be corrected an amount equal to the percentage of such Work shall be deducted from the monthly fee to be paid the Contractor. (example: Fee is \$1,000 and the % of Work performed that cannot be correct is 10%, then \$1,000 shall be deducted from the amount due the Contractor.

The sums identified above are hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages for each month shall not exceed the value of the monthly fee.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

4.10 LABOR, EQUIPMENT AND MATERIALS

The Contractor shall 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 shall be operated within the safety parameters as defined by the manufacturer and OSHA; and, shall be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

4.11 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. E-Verify Requirements

All of the Work will be performed on property of the Florida Department of Transportation ("FDOT"). The Town has an agreement with FDOT to maintain these areas. As these areas are owned by FDOT the Contractor must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for any workers performing Work in these areas. The Contractor may at its sole discretion use the E-Verify system for all employees who will perform Work under this Contract. The Town shall provide the Contractor(s) with the areas subsequent to the award of a Contract. The requirements and access to the E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

d. Personnel Qualifications

The Contractor shall 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 shall be authorized to work under this Contract. The Contractor shall 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 shall be updated immediately when changes occur.

6601. Uniform/Appearance

Contractor personnel, while at a Work site, shall present a neat appearance, and shall wear distinct clothing for easy identification bearing the name of the company. 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, or items in disrepair are not acceptable or any other inappropriate or offensive clothing as determined by the Project Manager.

f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall 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.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall 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 shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall 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. shall be operated within the safety parameters defined by OSHA. Equipment shall 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.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers and, trucks, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor

shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time shall 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 shall 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. Smoking is also prohibited while operating equipment or anywhere in Town Parks. Cigarette butts shall be disposed of properly and the throwing of cigarette butts on grounds after smoking is prohibited.

4.12 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.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with procedures established in Article 4.13, Work Orders.

4.13 WORK ORDERS

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor, including but not limited to fertilizing, pest control, seeding, or replacement of sod. Upon receipt of a request for additional Work from the Project Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal shall 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 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 shall be subject to the approval of the Project Manager and Procurement Manager shall 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;
- 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.)

4.14 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

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

Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, shall 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.

4.15 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain 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 shall not be entitled to any additional compensation for meeting the M.O.T requirements.

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 shall be temporary and shall 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 shall be set at edges of travel lanes in the immediate area of work.
- c. Vehicles shall 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 lanes may be blocked for a period longer than thirty (30) minutes, without the prior approval of the Project Manager.
- B A traffic lane may be blocked for up to thirty (30) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - A Flagman shall be posted at the edge of the travel lane at least one hundred (50) feet prior to start of transition.

- There shall be a minimum of twenty-five (25) 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 may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work the Town shall reimburse the Contractor for the cost of the permit.

4.16 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. All equipment shall be well maintained and all hand tools shall be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor shall list all equipment and vehicles owned or under lease or rental contract as part of its response to the Questionnaire in Section 7 of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation

4.17 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents' are unclear or conflicting. All requests must be submitted in a manner that clearly identifies the specific article, section or portion of the Contract Documents where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

4.18 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 shall correct the Work at no cost to the Town and/or the Town may reduce payments as may be permitted by the Contract.

END OF SECTION

SECTION 5

SCOPE OF WORK

5.1 DESCRIPTION OF SERVICES

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in the attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, landscape replacement, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

A Work Plan and schedule of all services under this Contract is to be submitted by the Contractor to the Project Manager for Town approval prior to the commencement of Work. The Town may make changes to the work plan and schedule at any time.

5.2 TURF MOWING

Properly maintained grass and vegetation appearance and proper ground cover are necessary. More vitally, presents less chance of defects and potential safety problems, including a reduction in possible injuries, as a result of improperly maintained Turf, and slope defects.

All Turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. 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.

The standards for mowing are:

- 5.2.1 Turf shall be cut on 17.5 acres of Turf located in the Town's median areas as indicated in Exhibit "A". Exhibit "B" consists of approximately 1.6 acres of turf area.
- 5.2.2 Contractor shall perform a minimum of 18 cuts per year for all ROW, which will be compensated in accordance with the prices contained in the Bid Form.
- 5.2.3 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 shall look well-manicured at all times.

Mow only with a rotary mower. Six (6) mowing cycle in winter months- beginning of November to the end of March; Twelve (12) mowing cycles in the spring/summer months- beginning of April to the end of October. The cutting height shall be a minimum 4" to a maximum 6" above soil level.

- 5.2.4 All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds.

- 5.2.5 All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected in disposed of by the contractor, and the contractor shall not use waste receptacles provided by the Town. The contractor must provide their own waste removal service.
- 5.2.6 Mowing patterns shall be changed frequently to avoid wear.
- 5.2.7 Turf clippings may only remain on the Turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris, including Turf clippings, shall be blown into storm drainage system. All sidewalks, inside curb edges, driveways, tree rings, landscape areas will be machine edged with each mowing. Care will be taken to prevent “edging away” of the turf. All crack and crevice vegetation shall be removed as required.
- 5.2.8 Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- 5.2.9 Use of weed eaters shall be limited to areas not reachable by a mower.
- 5.2.10 All mowing, edging and trimming of affected areas will be performed simultaneously.
- 5.2.11 Trimming, such as line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

5.3 **EDGING**

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the ROW shall be edged concurrently (same day) with each mowing cycle. Edging height shall match surrounding area Turf heights and shall 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 shall 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 shall be performed at the same time as mowing and shall 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**.
- b. This Work involves approximately 3,475 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 shall 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 shall be exercised to prevent damage to concrete during the edging process.

5.4 **TRIMMING**

Turf shall be 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. Trimming shall be performed concurrently (same day) as Turf mowing. Trimming height shall match surrounding area Turf heights. This task shall be completed for all areas as shown in Exhibits. All areas shall 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 shall 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 shall occur within fifteen (15) days of noticed damage.

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

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

Trimming heights for ground cover and hedge material should be maintained in accordance with FDOT Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/idx/00546.pdf>.

5.5 **LANDSCAPING**

There is a total of 1,688 linear feet of Landscape Area in Exhibit A and 3,500 linear feet of Landscape Area in Exhibit B, which is primarily located at the off-ramps in Exhibit A and a I-75 sound wall in Exhibit B. All Landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality. All vegetative trimmings and debris shall be

removed from the bedding areas with each mowing cycle. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall 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 and ground cover material shall be pruned as part of every mowing cycle to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All shrubs in the right of ways shall be pruned or sheared to comply with Florida Department of Transportation (FDOT) specifications Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/Idx/00546.pdf>. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.

Planting of landscape and plant material will be the responsibility of the proposer. The size and type of landscape and plant material shall be determined by the Town Manager or his designee. This will be an additional service under the contract.

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

Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.

5.6 WEED CONTROL

The Contractor shall perform weed control to prevent the encroachment of weeds into established around trees, flower beds, paved areas, concrete areas, etc.

- a. Landscaping, shall 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 shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control shall 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 shall 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 shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf shall be free of the following, similar, or any other 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) Alexander grass | 11) Johnsongrass |
| 2) Annual, Purple, and Yellow
Sedge | 12) Knotweed |
| 3) Broomsedge | 13) Lespedeza |
| 4) Castor Bean | 14) Maiden Cane |
| 5) Cogon grass | 15) Ragweed |
| 6) Crabgrass | 16) Rhodesgrass |
| 7) Crowsfoot | 17) Sandspur |
| 8) Dogfennel | 18) Spanish Needle |
| 9) Dollarweed | 19) Tropical Soda Apple |
| 10) Goosegrass | 20) Vaseygrass |
| | 21) White Clover |

5.7 LITTER/DEBRIS REMOVAL

The Contractor shall retrieve and dispose of all litter and debris on a per-cycle basis in areas in Exhibit A and B. Litter removal from 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 ROW is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the roads, the motorists, pedestrians, and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where Work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, 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 shall be removed from all sidewalks, pathways, and paved areas.

Contractor shall sweep all affected 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 shall 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.

Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town's Representative in writing. Failure to report a Hazardous Condition shall result in a reduction in payment in accordance with Article 4.9.

5.6 PEST IDENTIFICATION AND CONTROL

The Contractor shall be able to control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus. The Contractor shall be fully licensed to spray pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. This Work may be subcontracted with the prior written approval of the Project Manager. Contractor shall identify disease(s) and pest infestation(s) and report such finding to the Project Manager in writing.

Insects in turf shall be controlled by both curative and preventative measures. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.

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 shall 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 shall be considered an Additional Service.

Contractor shall 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 shall be performed in accordance with federal and state regulations. Any pesticides shall 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 shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc. at no cost to the Town.

5.7 FERTILIZING

Fertilizers must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall 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.

All fertilizing will be performed on an as needed basis and such Work will be done through a Work Order and shall be considered an Additional Service.

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

The Town shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Fertilizer shall 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.

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

St. Augustine/Bahia Grass – St. Augustine and Bahia turf shall be fertilized three (3) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis.

5.8 HERBICIDES

All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

Contractor may use herbicides to kill all weeds and foreign grasses around trees, shrubs, hedges, flower beds, fencing, and paved/concrete areas. Use and application shall be in strict compliance with the manufacturer's label directions.

Contractor shall 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 shall 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 shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

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

The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

5.9 FUNGICIDE

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Project Manager, the Contractor shall address the problem immediately with the Project Manager and a mutually agreeable application shall be applied as an additional service, which shall be performed as an Additional Service.

5.10 REPAIR OF DAMAGED AREAS

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

5.11 TURF RENOVATION AND REPLACEMENT

Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval in writing by the Project Manager.

Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

The Contractor shall notify the Project Manager in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement. All such Work shall be performed as an Additional Service.

The Contractor shall identify, report, and price to the Project Manager any sod renovation work that will be needed. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation, and maintenance during grow in period. The Project Manager shall

authorize all work orders for sod renovations prior to commencement of the Work described herein.

The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

END OF SECTION

Bid Form: (Page 1 of 3)

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**FDOT Ground Maintenance Services
Bid No: 2016-26R**

**To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
6601 Main Street
Miami Lakes, Florida 33014**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

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 all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

BID FORM: (Page 2 of 3)

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security acceptable to the Town, if required by the Contract Documents, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

NOTE: Bidders must submit pricing for Zones A and B and the Additional Services items. Failure to submit prices for all will result in the Bid being determined non-responsive.

Base Bid			
<u>Ground Maintenance Services</u>	<u>Cost Per Service</u>	<u>Quantity</u>	<u>Extended Amount</u>
Zone A (Refer to Exhibit "A")	\$	18 Services Per Year	\$
Bid Alternate			
<u>Ground Maintenance Services</u>	<u>Cost Per Service</u>	<u>Quantity</u>	<u>Extended Amount</u>
Zone B (Refer to Exhibit "B")	\$	18 Services Per Year	\$

Additional Services (to be performed on an as needed basis per Work Order). Additional Services will not be included in the determination of the lowest responsive and responsible Bidder.

Bid Item No.	Description	Unit of Measure	Price
AD-1	Mulch	Per installed cubic yard	Red mulch \$ _____
AD-2	Fertilizer Application	Per applied 50-lb bag	Trees & Palms \$ _____ Shrubs \$ _____ Turf Areas \$ _____
AD-3	Sod repair/Installation - Bahia	Per pallet/ Per job	1-5 Pallets \$ _____ p/pallet 6-10 Pallets \$ _____ p/pallet 10-up Pallets \$ _____ p/pallet

AD-4	Sod repair/Installation - Captiva, St. Augustine	Per pallet/ Per job	1-5 Pallets \$ _____ p/pallet 6-10 Pallets \$ _____ p/pallet 10-up Pallets \$ _____ p/pallet
AD-5	Supplemental/Additional Turf Mowing and Debris Removal	Per acre	\$ _____ per acre
AD-6	Supplemental/Additional Landscape Maintenance and Trimming	Per linear foot	\$ _____ per linear foot
AD-7	Supplemental/Additional Weed Control	Per acre	\$ _____ per acre

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

City/State/Zip: _____

Telephone No.: _____

E-Mail Address: _____

Social Security No. or Federal
I.D.No.: _____

Dun and
Bradstreet No.: _____
(if applicable)

END OF SECTION

ITB 2016-26R

ADDENDUM ACKNOWLEDGEMENT FORM

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, shall 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: _____

**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, shall 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: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**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 7- Attachments

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 Shall 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 Qualifier, license number, and relationship to company:

e. Names of previous Qualifiers during the past three (3) 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. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude? If yes, please explain:

7. 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: _____

8. 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.

-
9. 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:

-
10. 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.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, provide an attachment including all details on each citation. Yes ☐ No ☐

12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Manager (Field Supervisor)

1. 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:

C. Current and Prior Experience:

Bidder must utilize the Reference Certification Form provided herein in order to certify that the Bidding firm meets Minimum Qualifications.

REFERENCE CERTIFICATION FORM

The following is a list of at least three (3) references that Bidder has provided similar services to in the past three (3) years. Government agency references are preferred.

- 1) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

- 2) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

- 3) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

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 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 _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

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, shall 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 shall 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)

END OF SECTION

SECTION 8
CONTRACT EXECUTION FORM

This Contract _____ (contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of 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 Inguanzo, 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: _____

(*) In the event that the Contractor is a corporation, there shall be attached 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.

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)