



VILLAGE OF PALMETTO BAY
INVITATION TO BID# 2011-PW-106
VILLAGEWIDE LANDSCAPING SERVICES

Bidder:

Amount Bid:

Arazoza Bros Corp

115,000.00

Groundkeepers, Inc.

92,240.40

SFM Services, Inc.

158,900.00

→ SunCoast Nursery & Tiki Huts, Inc.

48,700.00 ←

Orchidman Landscape Artisans

109,677.80

CNC Management Group, Inc.

131,800.00

Sanchez Arango Construction

124,800.00

Masis Landscape Services

144,000.00

Opening conducted and verified by:

Witnesses:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Kristina Hernandez
Signature

Kristina Hernandez
Print Name

Kristy Bada
Signature

Kristy Bada
Print Name

VILLAGEWIDE LANDSCAPE SERVICES BID TABULATION 2011-PW-106

Exhibit "A" (Page 2 of 93)

DOCUMENT REQUIREMENTS	Sanchez Arango Construction	GNC Management Inc.	Orchidman Landscape Artisans Corp.	SFM Services Inc.	Araza Bros. Corp.	Suncoast Nursery and Tiki Huts, Inc.	Groundkeepers, Inc.	Mesa Landscape Services Inc.
Pre-Bid Conference	✓	✓	✓	✓	✓	✓	✓	✓
Bid Form	✓	✓	✓	✓	✓	✓	✓	✓
Bid Bond or Deposit	✓	✓	✓	✓	✓	✓	✓	✓
Bidders Qualifications	✓	✓	✓	✓	✓	✓	✓	✓
Copies of Bid and other forms	✓	✓	✓	✓	✓	✓	✓	✓
Insurance	✗	✓	✓	✓	✓	✓	✓	✓
Licenses	✓	✓	✓	✓	✓	✓	✓	✓
References	✓	✓	✓	✓	✓	3 out of 5	✓	3 out of 5
Guarantee/Warranty Info.	✓	✓	✓	✓	✓	✓	✓	✓
Addendums (1,2)	✓	✓	✓	✓	✓	✓	✓	✓

VILLAGEWIDE LANDSCAPING SERVICES BID TABULATION
2011-PW-106

Item No.	Plant Name	Description	Quantity	Sanchez Average Construction		CNC Management Inc.		Orchidman Landscapes Artisans Camp	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
FR-1	Quercus Virginia (Live Oak)	Minimum 4" HT x 6" - 8" SP, 300 GAL, 5-6" CH, 1.5 FANCY	40	\$390.00	\$15,600.00	\$395.00	\$15,800.00	\$321.49	\$12,859.56
FR-2	Elaeagnus Decidua (Japanese Whiteberry)	10" - 12" HT x 5" - 6" SP, Standard	40	\$390.00	\$15,600.00	\$445.00	\$17,800.00	\$443.74	\$17,551.56
TOTAL:				\$780.00	\$15,600.00	\$840.00	\$33,600.00	\$765.23	\$30,411.12
P-1	Ceanothus Texensis (Blueberry)	8" HT x 4" - 5" SP, 4" CT	1	\$90.00	\$90.00	\$100.00	\$100.00	\$97.94	\$97.94
P-2	Podocarpus Beggs (Royal Podocarpus)	12" HT x 6" - 7" SP, 3" CT	1	\$350.00	\$350.00	\$327.50	\$327.50	\$285.92	\$285.92
P-3	Hypoxis Lagenicaulis (Beckla Palm)	12" HT	1	\$4,200.00	\$4,200.00	\$405.00	\$405.00	\$456.80	\$456.80
P-4	Ipomoea pes-caprae (Black Ironwood)	10" HT x 4" - 5" SP	1	\$500.00	\$500.00	\$443.50	\$443.50	\$534.66	\$534.66
P-5	Leguminosae Indica (Congo Mirtle)	12" HT x 7" - 8" SP, Standard, Color to be selected	1	\$800.00	\$800.00	\$397.50	\$397.50	\$395.69	\$395.69
P-6	Yucca Lacinata (Yucca Tiarata)	12" HT x 7" - 8" SP	1	\$600.00	\$600.00	\$240.50	\$240.50	\$235.47	\$235.47
P-7	Podocarpus Noveboracensis (Copperpod)	12" HT x 7" - 8" SP	1	\$500.00	\$500.00	\$312.50	\$312.50	\$353.61	\$353.61
P-8	Psychotria Englemanni (Aussander Palm)	14" HT OA, Single Trunk, Dense Canopy	1	\$800.00	\$800.00	\$720.00	\$720.00	\$829.76	\$829.76
P-9	Psychotria Englemanni (Aussander Palm)	14" HT OA, Triple Trunk, Dense Canopy	1	\$800.00	\$800.00	\$904.00	\$904.00	\$939.98	\$939.98
P-10	Argemone Equisetata (Florida Royal Palm)	10" GM WOOD, 22" OA, MIN, 2" CT, white wood inside shell, R. FANCY	1	\$900.00	\$900.00	\$325.00	\$325.00	\$381.90	\$381.90
P-11	Suaeda frutescens (Wedgeleaf)	15" HT x 6" - 7" SP, 5" CT, 45 GAL	1	\$800.00	\$800.00	\$935.00	\$935.00	\$260.40	\$260.40
P-12	Wedelia bifurcata (Fossil Palm)	12" HT OA, Dense Canopy, Single Trunk	1	\$500.00	\$500.00	\$290.00	\$290.00	\$226.37	\$226.37
P-13	Podocarpus Noveboracensis (Aussander Palm)	12" - 14" HT OA, Dense Canopy, Thick Trunk, Double, 3" CT, Specimen	1	\$500.00	\$500.00	\$935.00	\$935.00	\$235.00	\$235.00
P-14	Psychotria Englemanni (Aussander Palm)	12" - 14" HT OA, Dense Canopy, Thick Trunk, Triple, 3" CT, Specimen	1	\$500.00	\$500.00	\$904.00	\$904.00	\$208.40	\$208.40
P-15	Valerita Montegomeriana (Montgomery Palm)	Triple, 3" CT, Trunk, Specimen	1	\$4,500.00	\$4,500.00	\$904.00	\$904.00	\$338.99	\$338.99
SC-1	Daniellia tinctoria (Blackberry Flakula)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	10	\$12.00	\$120.00	\$5.95	\$59.50	\$8.50	\$85.00
SC-2	Ficus microcarpa (Green Island Palm)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	10	\$12.00	\$120.00	\$5.95	\$59.50	\$8.50	\$85.00
SC-3	Schinus Molle (Cotton Yucca)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	10	\$12.00	\$120.00	\$5.95	\$59.50	\$8.50	\$85.00
SC-4	Codeium variegatum (Cotton Yucca)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	10	\$12.00	\$120.00	\$5.95	\$59.50	\$8.50	\$85.00
MC-1	Soil	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
MC-2	Mulch (Eucalyptus)	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
MC-3	Soil (St. Augustine)	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-1	Tree Removal	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-2	Tree Stump Removal	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-3	Tree Stump Grinding	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-4	Tree Thinning	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-5a	Mowing Grass	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-5b	Mowing Grass	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
S-5	Plant Fertilization	50	NA	No Response	\$190.00	\$2.25	\$225.00	\$0.36	\$3.60
				\$100.00	\$100.00	\$20.65	\$20.65	\$1.09	\$10.90
				\$15,033.00	\$15,033.00	\$15,033.00	\$15,033.00	\$15,033.00	\$15,033.00

VILLAGEWIDE LANDSCAPING SERVICES BID TABULATION
2011-PW-106

Item No.	Plant Name	Description	Quantity	SFM Services, Inc.			Groundkeepers, Inc.			Arroyo Bros. Inc.		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
P-1	Quercus virginiana (Live Oak)	Minimum 16" HT x 6" - 7" SP, 100 CAL, 5-6" DB, Fl. Early	160	\$95.00	\$54,300.00	\$95.00	\$15,200.00	\$95.00	\$15,200.00	\$95.00	\$15,200.00	
P-2	Eleocharis palustris (Japanese Sphery)	12" HT x 15" - 18" SP, Standard	160	\$58.00	\$14,480.00	\$27.00	\$4,320.00	\$58.00	\$9,160.00	\$58.00	\$9,160.00	
P-3	Castanea sativa (Chestnut)	8" HT x 4" - 5" SP, 4" CT	1	\$30.00	\$30.00	\$415.00	\$415.00	\$30.00	\$30.00	\$30.00	\$30.00	
P-4	Dalmanella rigida (Royal Fountains)	12" HT x 6" - 7" SP, 5" CT	1	\$30.00	\$30.00	\$75.00	\$75.00	\$30.00	\$30.00	\$30.00	\$30.00	
P-5	Hydrangea macrocarpa (Double Hydr.)	12" HT	1	\$750.00	\$750.00	\$475.00	\$475.00	\$750.00	\$750.00	\$750.00	\$750.00	
P-6	Ulmus americana (White Elm)	12" HT x 7" - 8" SP, Standard, Color to be selected	1	\$600.00	\$600.00	\$205.00	\$205.00	\$600.00	\$600.00	\$600.00	\$600.00	
P-7	Psychopogon elegans (Psychopogon)	12" HT x 7" - 8" SP	1	\$300.00	\$300.00	\$205.00	\$205.00	\$300.00	\$300.00	\$300.00	\$300.00	
P-8	Psychopogon elegans (Alexander Palm)	14" HT O/L, Single Trunk, Dense Canopy	1	\$300.00	\$300.00	\$205.00	\$205.00	\$300.00	\$300.00	\$300.00	\$300.00	
P-9	Psychopogon elegans (Alexander Palm)	14" HT O/L, Triple Trunk, Dense Canopy	1	\$300.00	\$300.00	\$205.00	\$205.00	\$300.00	\$300.00	\$300.00	\$300.00	
P-10	Myrsine cubensis (Florida Royal Palm)	10' GR WOOD, 22' O/L MIN, 12" CAL, where wood meets stem, FL PALM	1	\$600.00	\$600.00	\$205.00	\$205.00	\$600.00	\$600.00	\$600.00	\$600.00	
P-11	Synedrella nodiflora (Muhlenberg)	12" HT x 6" - 7" SP, 5" CT, 45 CAL	1	\$450.00	\$450.00	\$375.00	\$375.00	\$450.00	\$450.00	\$450.00	\$450.00	
P-12	Wedelia bifurca (Florida Palm)	12" HT O/L, Dense Canopy Single Trunk	1	\$450.00	\$450.00	\$250.00	\$250.00	\$450.00	\$450.00	\$450.00	\$450.00	
P-13	Alchornea palm (Cotton Palm)	12" - 14" O/L HT, Dense Canopy, Thick Trunks, Double, 3" CAL, Trunk, Specimen	1	\$420.00	\$420.00	\$205.00	\$205.00	\$420.00	\$420.00	\$420.00	\$420.00	
P-14	Psychopogon elegans (Psychopogon Palm)	12" - 14" O/L HT, Dense Canopy, Thick Trunks, Triple, 3" CAL, Trunk, Specimen	1	\$200.00	\$200.00	\$205.00	\$205.00	\$200.00	\$200.00	\$200.00	\$200.00	
P-15	Wedelia bifurca (Muhlenberg Palm)	Triple, 3" CAL, Trunk, Specimen	1	\$300.00	\$300.00	\$205.00	\$205.00	\$300.00	\$300.00	\$300.00	\$300.00	
SC-1	Derris zanzibarica (Derris Family)	18" HT x 18" SP, 3 CAL, Dense, 24" on Center	10	\$10.00	\$100.00	\$6.99	\$69.90	\$10.00	\$100.00	\$10.00	\$100.00	
SC-2	Panicum microcarpum (Green Hair)	18" HT x 18" SP, 3 CAL, Dense, 24" on Center	10	\$10.00	\$100.00	\$8.99	\$89.90	\$10.00	\$100.00	\$10.00	\$100.00	
SC-3	Schefflera arboricola (Green Island Fern)	18" HT x 18" SP, 3 CAL, Dense, 24" on Center	10	\$10.00	\$100.00	\$7.99	\$79.90	\$10.00	\$100.00	\$10.00	\$100.00	
SC-4	Derris zanzibarica (Derris Family)	18" HT x 18" SP, 3 CAL, Dense, 24" on Center	10	\$10.00	\$100.00	\$7.99	\$79.90	\$10.00	\$100.00	\$10.00	\$100.00	
SC-5	Godolium verticillatum (Cotton Fern)	18" HT x 18" SP, 3 CAL, Dense, 18" on Center	10	\$10.00	\$100.00	\$8.99	\$89.90	\$10.00	\$100.00	\$10.00	\$100.00	
MC-1	Soil	Soil	NA	\$30.00	\$30.00	\$2.25	\$2.25	\$30.00	\$30.00	\$30.00	\$30.00	
MC-2	Manure (Guaymas)	Manure	NA	\$288.00	\$288.00	\$175.00	\$175.00	\$288.00	\$288.00	\$288.00	\$288.00	
MC-3	Soil (St. Augustine)	Soil	NA	\$0.24	\$0.24	\$0.40	\$0.40	\$0.24	\$0.24	\$0.24	\$0.24	
S-1	Tree Removal	Tree Removal	NA	\$700.00	\$700.00	\$200.00	\$200.00	\$700.00	\$700.00	\$700.00	\$700.00	
S-2	Tree Stump Removal	Tree Stump Removal	NA	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
S-3	Tree Stump Grinding	Tree Stump Grinding	NA	\$200.00	\$200.00	\$80.00	\$80.00	\$200.00	\$200.00	\$200.00	\$200.00	
S-4	Tree Trimming	Tree Trimming	NA	\$75.00	\$75.00	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00	\$75.00	
S-5	Mowing Grass	Mowing Grass	NA	\$0.08	\$0.08	\$0.02	\$0.02	\$0.08	\$0.08	\$0.08	\$0.08	
S-6	Plant Installation	Plant Installation	NA	\$4.00	\$4.00	\$0.20	\$0.20	\$4.00	\$4.00	\$4.00	\$4.00	
					\$5,956.43		\$4,607.47		\$4,607.47		\$7,563.90	

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

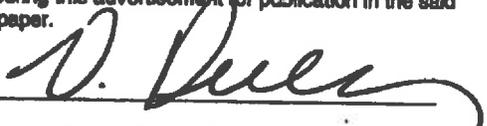
Before the undersigned authority personally appeared
V. PEREZ, who on oath says that he or she is the
LEGAL CLERK, Legal Notices of the Miami Daily Business
Review t/w Miami Review, a daily (except Saturday, Sunday
and Legal Holidays) newspaper, published at Miami in Miami-Dade
County, Florida; that the attached copy of advertisement,
being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY - VILLAGEWIDE LANDSCAPING
SERVICES - BID # 2011-PW-106

in the XXXX Court,
was published in said newspaper in the issues of

12/02/2011

Affiant further says that the said Miami Daily Business
Review is a newspaper published at Miami in said Miami-Dade
County, Florida and that the said newspaper has
heretofore been continuously published in said Miami-Dade County,
Florida, each day (except Saturday, Sunday and Legal Holidays)
and has been entered as second class mail matter at the post
office in Miami in said Miami-Dade County, Florida, for a
period of one year next preceding the first publication of the
attached copy of advertisement; and affiant further says that he or
she has neither paid nor promised any person, firm or corporation
any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in the said
newspaper.



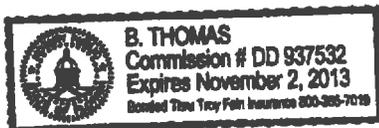
Sworn to and subscribed before me this

02 day of DECEMBER, A.D. 2011



(SEAL)

V. PEREZ personally known to me





DAILY BUSINESS REVIEW
MIAMI - BROWARD - PALM BEACH
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BROWARD (954) 468-2600
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DAILY BUSINESS REVIEW

Daily Business Review
P.O. Box 862882
Orlando FL 32886-2882

Miami Daily Business Review
Legal Advertising

Please Remit To:

Customer #: 51512

VILLAGE OF PALMETTO BAY
Attention to: MEIGHAN ALEXANDER
9705 E. HIBISCUS STREET
PALMETTO BAY FL 33157

Invoice #:	0179519804
Invoice Date:	12/02/2011
Due Date:	Due Upon Receipt
AMOUNT DUE:	\$98.75

PLEASE RETURN THIS SECTION WITH PAYMENT.

Amount Remitted

Miami Daily Business Review

TEAR HERE
None

Invoice #: 0179519804	Invoice Date: 12/02/2011	Customer #:51512	Case / P.O. #:
------------------------------	---------------------------------	-------------------------	-----------------------

<u>Order #</u>	<u>Description</u>	<u>Ad Tag Line</u>	<u>Ad Size</u>	<u>Amount</u>
	VILLAGE OF PALMETTO BAY - VILLAGEWIDE LANDSCAPINGSERVICES - BID # 2011-PW-106			
0179519804	Bid Notices and RFPs		2/5.97	96.75
	Run Date(s) 12/02/2011			
		PROOF FEE		2.00

Subtotal: 98.75
Total Amount Due: \$98.75

P.O. NO. _____
AMOUNT APPROVED \$98.75
APPROVED BY <i>[Signature]</i>

V# 000356

Payment by Credit Card	<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex
Account #: _____	Exp. Date: ____/____/____
Card Holder Name: _____	Signature: _____

For billing questions, please call: 305-347-6616 Fax: 305-371-4913

PAST DUE BALANCES WILL BE CHARGED A 1.5% PER MONTH SERVICE CHARGE (18% PER ANNUM).



INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS VILLAGEWIDE LANDSCAPING SERVICES

BID NUMBER:

2011-PW-106

BID OPENING:

December 21, 2011 at 2:00P.M.

ISSUED:

December 2, 2011

VILLAGE OF PALMETTO BAY CONTACT PERSONS:

Ms. Corrice E. Patterson, Public Works Director
Mrs. Kristy Bada, Public Works Administrative Assistant
Palmetto Bay Public Works Department
Phone: 305-969-5011

VILLAGE COUNCIL:

Mayor Shelley, Stanczyk
Vice Mayor, Brian W. Pariser
Council Member, Patrick Fiore
Council Member, Howard J. Tendrich
Council Member, Joan Lindsay

Ron E. Williams, Village Manager

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**VILLAGE OF PALMETTO BAY NOTICE OF
INVITATION TO BID#:
2011-PW-106
VILLAGEWIDE LANDSCAPING SERVICES**

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than [REDACTED] (late submittals and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud in the Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The respondent shall bear all costs associated with the preparation and submission of the response to the bid. The nature and scope of this project includes, but may not be limited to: the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay.

The Village of Palmetto Bay is currently soliciting bids for Villagewide Landscaping Services. A mandatory, pre-bid meeting is scheduled for Friday, December 9, 2011 at 10:00 a.m. at Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after December 2, 2011 after 8:30 a.m. at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified contractors can obtain information by contacting the Public Works Department at (305) 969-5011.

INSTRUCTION TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement to Bid may be obtained from Owner (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid date.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents & Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost,

progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.2 The lands upon which the Work is to be performed rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. [REDACTED]

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. [REDACTED] All questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours prior to bid opening. Failure to submit written questions regarding the Project Specifications or Drawings seventy-two (72) hours prior to bid opening shall constitute a waiver of all claims associated herewith.

6. [REDACTED]
- 6.1 Bid Security shall be made payable to Owner in an amount of [REDACTED] of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract

Time) is included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Village, application for such acceptance will not be considered by the Village until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by the Village is set forth in paragraph 1.27 of the General Conditions which may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, ETC.

10.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Village after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Village. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

11.1 The Bid Form is attached hereto; additional copies may be obtained from the Village.

11.2 Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Bid Form must be stated in words and numerals. Contractor must bid on all alternates in the Bid Form.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Corporations must be authorized to do business in the State of Florida.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.


Bids shall be submitted at the time and place indicated in the Invitation to Bid. All interested parties must request and purchase a copy of the bid documents and submit an  enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Late submittals and facsimile submissions will not be considered. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive. The respondent shall bear all cost associated with the preparation and submission of the response to the bid.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened publicly.

14.1 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. BIDS TO REMAIN OPEN

All Bids shall remain open for 120 days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard and/or reject all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.

16.2 In evaluating Bids, Owner shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.

16.3 Owner will consider the qualifications, responsibility and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.

16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Owner may reject any Bid if in the Owner's sole discretion it is determined that any Bidder, Subcontractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.

16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder

based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.

16.6 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and/or the Village. The contract will be awarded to one vendor only. The contract will not be split.

16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

17. PERFORMANCE AND OTHER BONDS

Paragraph 1.26 of the General Conditions and Paragraph 2.27 of the Special Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Payment and Performance Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, Contractor shall sign and deliver at least four counterparts of the Agreement to Owner with all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver all fully signed counterparts to Contractor.

END OF SECTION

DETAILED REQUIREMENTS

The following specifications have been developed for Village's Landscaping Services.

1. SCOPE OF SERVICES

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

- 1.1 The Village of Palmetto Bay is requesting sealed proposals from qualified Proposers, to provide high quality Landscaping services for Medians, and Swales as determined by the Public Works Director and/or his designee.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary Landscaping services, conducive with a safe, neat, and clean environment as determined by the Public Works Director and/or his designee.

2. GENERAL REQUIREMENTS

All areas as determined by the Public Works Director and/or his designee according to the following standards for litter control, mowing, edging, weeding and shrub pruning. The following is a detailed listing of general requirements that must be included in base bid unless specified as a "separate billing" item:

- 2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Village may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Village. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- 2.3 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the Public Works Director or his designee on an as needed basis.
- 2.4 During hurricane emergencies or other windstorm occurrence, the contractor must be available for 24 hour, 7 days per week work detail that may include, but is not limited to, the supply of five (5) work crews (min. of 4 employees per crew) with trucks, chain saws, and chippers plus a bob cat and a combination backhoe.

- 2.5 To promptly notify the Public Works Director or his designee of any evidence of pest infestation. Contractor shall notify the Public Works Director or his designee of all related costs (labor and applicable treatment chemicals) corrective measures, prior to elimination of the problem. Once Contractor receives approval from the Public Works Director the Contractor may proceed with eradicating the problem.
- 2.6 The Contractor will be responsible for replacement of any sprinkler heads lost or damaged in any way. Replacement of sprinkler heads shall be compatible to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.7 Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Village. Failure to restore said damages within three (3) business days following notification shall result in a deduction from the next invoice of the Village's expenses incurred by the Village for labor, material, or equipment to restore the property to its original condition.
- 2.8 The contractor, or an employee of the contractor approved by the Village, must be on 24 hour call, at all times via cell phone.
- 2.9 The Contractor must have an on staff Certified Arborist or a subcontractor, who is in good standing with the National Arborist Association (NAA).
- 2.10 The contractor, on an immediate and first priority basis, shall be available to the Village to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area or any emergency deemed by the Village Manager or his designee. Contractor shall have emergency crews available twenty four (24) hour / seven (7) days per week.
- 2.11 Trimming of trees, removal and/or replacement as necessary with prior Village approval, on requested right-of-way and swale areas. The routine trimming shall apply only to the right-of-ways, swales and cul-de-sacs, identified and requested by the Public Works Director or his designee. Removal of dead and/or damaged trees shall be performed as determined by the Public Works Director and/or his designee. New and replacement trees shall be performed as determined by the Public Works Director and/or his designee.
- 2.12 Prune, thin, and trim all trees located in the right-of-ways, medians, swales, and cul-desacs at least once a year, immediately preceding hurricane season, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction. All work shall be performed as determined by the Public Works Director and/or his designee.
- 2.13 Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous conditions as determined by the Public Works Director or his designee to be under the purview of this Agreement. Cuts shall be made with sharp and proper tools. When cutting parts of
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branches a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant. All work shall be performed as determined by the Public Works Director and/or his designee.

2.13.1 Pruning shall include the following items:

- Dead, dying or unsightly part of the tree;
- Remove sucker growth from the base of trees in which an exposed trunk character is desired;
- Branches that grow toward the center of the tree;
- Crossed branches that may rub together;
- "V" crotches if it does not ruin the appearance of the tree;
- Multiple leader if the tree normally has a single stem;
- Nuisance growth that interferes with view, traffic signage walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
- Shape the top of small trees as needed; and
- All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the contractor's expense.

2.14 Contractor shall be responsible for the placement of new sod and/or seeding of right-of-way and swale areas, as identified by the Public Works Director or his designee.

2.15 Contractor shall be responsible to fertilize any irrigated sod and planted areas located in right-of-ways, medians, swales, and cul-de-sacs as identified by the Public Works Director or his designee. The Public Works Director or his designee shall be notified in writing prior to the application of the fertilizer. All of the labor and material costs shall be presented to the Public Works Director or his designee for prior approval. All irrigated sod and planted areas shall be fertilized using the following: Grass 25-5-11 granular slow release twice per year. Shrubs and ground cover plants three applications per year (April, July, and November) with one (1) lb. of Lesco 8-10-10 fertilizer per one hundred square feet. The type and quantity of fertilizer may be adjusted by the Public Works Director or his designee, based on the proposer's recommendation.

2.16 Contractor shall remove any exotic plants located in the right-of-ways and swale areas. The cost of the exotic tree removal shall be presented to the Public Works Director or his designee for prior approval.

3. TREE PLANTING

3.1 All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures under the supervision of a qualified Landscaping foreman, who shall be onsite at all times during the work.

3.2 Names and varieties not included therein shall conform generally with the names accepted in the nursery trade.

3.3 Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization from the Public Works Department.

4. WATERING

4.1 All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance guarantee period.

4.2 The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

Material	Day	Frequency	No. of Applications
Trees	1 to 30	Daily	30
Trees	31 to 180	Every 3rd Day	50
Trees	181 to 325	Every 7th Day	20
Trees	326 to 361	Every 12th Day	3

Amount of Water Applied: Trees and Palm Trees: Apply a minimum of 15-gallons of water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.

Minimum Frequency Guidelines for Hand-Watering:

4.3 Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4.4 Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping, earth berm and saucer, tampering to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Village of Palmetto Bay.

4.5 Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

4.6 Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's reports.

5. MULCHING

5.1 Maintain a three (3") inch layer of mulch (Eucalyptus Mulch) in all plant beds around all trees. Replenish to specified depth prior to each quarter during the 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

5.2 The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

6. WARRANTY

6.1 Except as may be otherwise provided in the contract agreement, the Contractor shall replace, repair or make good, without cost to the Village, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

7. CONTRACTOR RESPONSIBILITY

7.1 The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as drought, flooding, rainstorm, wind damage, vandalism or other acts of nature.)

8. SCHEDULES

8.1 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

8.2 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

END OF SECTION

Bid Form
Page 1 of 6

Deliver Bid to:

Village Clerk - Meighan Alexander,
Village of Palmetto Bay Municipal Center
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Bid #-2011-PW-106

Villagewide Landscaping Services

To be opened and publicly read, Wednesday, December 21, 2011, at 2:00 P.M.

Bidder Name:

Phone Number:

Mailing Address:

Fax Number:

City, State, & Zip Code:

Toll Free Number:

Bid Contact Person: (Please print clearly)

F.E.I.D. Number:

Bid Bond Enclosed in the amount of: (When
Required)

Email Address:

<p align="center">Bid Form 1 Page 2 of 6 VARIETAL PLANT LIST</p>						
Bid Item No.	Plant Name	Description	Unit	Unit Price	Quantity	Total Price
<i>Fiscal Year 2011-2012 Landscaping Services</i>						
FY-1	Quercus Virgiana (Live Oak)	Minimum 16' HT x 8' - 9' SP, 100 GAL, 5' - 6' CT, FL Fancy	Ea	\$	140	\$
FY-2	Elaeocarpus Decipiens (Japanese Blueberry)	10'-12' HT x 5' - 6' SP, Standard	Ea	\$	180	\$
TOTAL:						\$

TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 IN FIGURES (LUMPSUM): \$ _____

TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 (WRITTEN): _____

Name of Bidder (Printed)

Signature of Bidder

Bid Form I**Page 3 of 6****VARIETAL TREE, PLANT, GOODS AND SERVICES LIST**

THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
TREES						
P-1	Cassia Surattensis (Glaucous Cassia)	8' HT x 4' - 5' SP, 4' CT	Ea	\$	1	\$
P-2	Delonix Regia (Royal Poinciana)	12' HT x 6' - 7' SP, 5' CT	Ea	\$	1	\$
P-3	Hyophorbe Lagenicaulis (Bottle Palm)	12' HT	Ea	\$	1	\$
P-4	Krugiodendron Ferreum (Black Ironwood)	10' HT x 4' - 5' SP	Ea	\$	1	\$
P-5	Lagerstroemia Indica (Crape Myrtle)	12' HT x 7' - 8' SP, Standard, Color to be Selected	Ea	\$	1	\$
P-6	Lysiloma Latisiliqua (Wild Tamarind)	12' HT x 7' - 8' SP	Ea	\$	1	\$
P-7	Peltophorum Pterocarpum (Copperpod)	12' HT x 7' - 8' SP	Ea	\$	1	\$
P-8	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Single Trunk, Dense Canopy	Ea	\$	1	\$
P-9	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Triple Trunk, Dense Canopy	Ea	\$	1	\$
P-10	Roystonea Elata (Florida Royal Palm)	10' GR WOOD, 22' OA MIN, 12" Cal. where wood meets shaft, FL FANCY	Ea	\$	1	\$
P-11	Swietenia Mohagani (Mohogany)	15' HT x 6' - 7' SP, 5' CT, 45 GAL	Ea	\$	1	\$
P-12	Wodyetia Bifurcata (Foxtail Palm)	15' HT OA, Dense Canopy Single Trunk	Ea	\$	1	\$
P-13	Adonidia Palm (Christmas Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Double, 3" Cal. Trunk, Specimen	Ea	\$	1	\$
P-14	Ptychosperma Elegens (Solitaire Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$	1	\$
P-15	Veitchia Montgomeryana (Montgomery Palm)	14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$	1	\$

Bid Form I
Page 4 of 6
VARIETAL TREE, PLANT, GOODS AND SERVICES LIST

THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
SHRUBS/GROUNDCOVER						
SG-1	Dianella Tasmanica (Blueberry Flaxlily)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	Ea	\$	10	\$
SG-2	Ficus Microcarpa 'Green Island' (Green Island Ficus)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$	10	\$
SG-3	Schefflera Arborescens 'Trinette' (Arborescens)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$	10	\$
SG-4	Duranta Erecta (Gold Mound)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$	10	\$
SG-5	Codiaeum Variegatum (Croton 'Petra')	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$	10	\$
MISCELLANEOUS GOODS						
MG-1	Soil		Sqft	\$	N/A	\$
MG-2	Mulch (Eucalyptus)		Palette	\$	N/A	\$
MG-3	Sod (St. Augustine)		SqFt	\$	N/A	\$
MISCELLANEOUS SERVICES						
S-1	Tree Removal		Ea	\$	N/A	\$
S-2	Tree Stump Removal		Ea	\$	N/A	\$
S-3	Tree Stump Grinding		Ea	\$	N/A	\$
S-4	Tree Trimming		Ea	\$	N/A	\$
S-5a	Mowing Grass		SqYd	\$	N/A	\$
S-5b			Ac	\$	N/A	\$
S-6	Plant Fertilization		Ea	\$	N/A	\$

☼ Unit price shall include delivery, installation, watering, and warranty (detailed further in Detailed Requirements).

☼ Village may request pricing for alternate plants not listed above throughout the length of this contract.

Bid Form I
Page 5 of 6

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Pre-Bid Conference or Site Inspection	Section 2.5
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓		Bid Bond or Bid Deposit	Section 2.27
✓		Bidder Qualifications	Section 2.11
✓		Copies of Bid and other Forms	Section 2.38
✓		Insurance	Section 2.22
✓		Licenses	Section 1.25
✓		References	Section 2.9
N/A		Samples	Section 1.12
✓		Guarantee/ Warranty Information	Section 2.30

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

Bid Form I
Page 6 of 6

- 3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

- b. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS _____ DAY OF _____ 20____.

BID SUBMITTED BY:

Signature and Date

Title

Name

Company

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal), and _____ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Owner), in the sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
VILLAGEWIDE LANDSCAPING SERVICES (the "Project")

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this _____ day of _____, and attested by its _____, A.D., 20__.

ATTEST:

By: _____ (Title)
(Principal)

ATTEST:

By: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of _____ Dollars (\$_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Villagewide Landscaping Services (Bid # 2011-PW-106).

Company: _____

Name: _____

Signature: _____

Title/Position: _____

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20__.

Federal Tax I.D.# _____ Contractor License I.D.#: _____

Principal _____ Surety _____

Drug-Free Workplace Certification

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature: _____

Print Name: _____

SUBCONTRACTOR LIST

Bidder shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
-------------------------------	---------------------------	----------------	--------------------------

GOVERNMENTAL REFERENCE

The Bidder's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Contractor selection.

1. Governmental References: List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Name of Agency: _____
Address: _____
Telephone No.: _____
Contact Person: _____
Type of Project: _____

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

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:
_____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

Sworn to and subscribed before me this _____ day of _____ 20__ .

Personally known _____

OR

Produced identification _____

Notary Public - State of _____

My commission expires: _____

Type of Identification

Printed, typed or stamped commissioned name of notary public

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

I, _____ being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Print Name

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 of notary public

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Villagewide Landscaping Services

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Corrice Patterson, Public Works Director

**AGREEMENT ("CONTRACT")
BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACTOR is dated as of the ___ day of _____, in the year 20___, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and _____ (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation, and perform all of the work shown described in the Project Manual entitled:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VILLAGEWIDE LANDSCAPING SERVICES

Article 2. CONTRACT TIME.

2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions.

2.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time.

CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars

(\$750.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 3. CONTRACT PRICE.

3.1 The contractor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

3.2 The estimated expenditures for this contract are seventy-five thousand dollars (\$75,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department right of way and swale maintenance.

Contract Price: _____

Contract Price (in words): _____

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 2.8 of the Special Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.

4.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 6.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract (pages C-1 to C-6, inclusive)
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions (pages GC-1-GC-14, inclusive)
- 7.7. Special Conditions (pages SC-1-SC-13, inclusive)
- 7.8. Scope of Work (Pages SW-1-SW-2, inclusive)
- 7.9. Specifications and Special Provisions (pages SP-1-SP-5, inclusive)
- 7.10. Addenda
- 7.11. CONTRACTOR'S BID
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 7.13. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.14. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. This Contract may be executed in counterparts.
- 8.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

8.6 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

8.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

CONTRACTOR

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

BY _____

Print Name

Print Name

Title

Title

WITNESS

WITNESS

Print Name

Print Name

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

PERFORMANCE BOND

PROJECT TITLE: Villagewide Landscaping Services (the "Project")
CONTRACTOR:
CONTRACT NO: 2011-PW-106
CONTRACT DATED:

STATE OF § _____
 § _____
COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____
_____ Of the City of _____, County of
_____, and State of _____, as Principal, and _____,
authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on
bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of
_____ Dollars (\$ _____) for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written ~~Contract with Obligee~~, dated the ____ day of
_____, 20____, for the construction of the Traffic Calming Improvements (the "Project"),
which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully
perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the
covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the
Principal to be observed and performed, and according to the true intent and meaning of said Contract, then
this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed
Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon
determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible
bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance
with its terms and conditions, and make available as work progresses (even though there should be a default or
a succession of defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the
amounts set forth in the first paragraph hereof.

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Villagewide Landscaping Services (the "Project")

CONTRACTOR:

CONTRACT NO: 2011-PW-106

CONTRACT DATED:

STATE OF § _____
 § _____
COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the Traffic Calming Improvements, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

END OF SECTION

NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Villagewide Landscaping Services

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 20____. Completion date shall be _____, 20____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Public Works Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Corrice E. Patterson, Public Works Director

SECTION 1.0 - GENERAL CONDITIONS

1.01 SEALED BIDS:

The Village of Palmetto Bay, Florida ("Village") will receive sealed bids for a "VILLAGEWIDE LANDSCAPING SERVICES" for the Village of Palmetto Bay no later than 2:00 p.m. on Wednesday, December 21, 2011, or time prior thereto at the Village Clerk, Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

To be considered for a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Form as well as any other pertinent documents must be returned, properly completed. The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title. Bids must be addressed to the Village Clerk. Electronic or faxed bids will not be accepted.

All bids are subject to the conditions specified hereon and on all attachments and addendums to this Bid. Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the Village of Palmetto Bay, Florida.

Bid tabulations will be posted or announced as they become available.

1.02 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.03 NO BID:

If not submitting a bid, respond by returning an original copy of Bid Form, marking it "No Bid," and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a bidder's name from the bids mailing list. NOTE: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

1.04 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination; freight prepaid Palmetto Bay, Florida with delivery to the location specified at the time of order. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.05 TAXES:

The Village of Palmetto Bay is exempt from all Federal Excise and State taxes.

1.06 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.07 CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.08 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

1.09 BIDDER'S CONDITIONS:

The Village of Palmetto Bay, Florida and the Village Council reserves the right to accept all, any, or none, of the bids submitted, waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, Florida and the Village Council also reserves the right to make award of the bid on the basis of the total bid, or groups of items, or on an item basis, whichever is in the best interest of the Village of Palmetto Bay, Florida. The Bid will remain subject to acceptance for 120 days after the day of the Bid opening.

Bid prices should be submitted with the understanding that the Village of Palmetto Bay, Florida, is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.10 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with project specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's/bidder's expense.

1.12 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples (if and when specified on bid instructions) or to clearly identify samples may be reason for rejection of the bid.

1.13 DELIVERY AND PICK UP:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding recognized village holidays.

1.14 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Village Manager or his designee, 9495 SW 180 ST, Palmetto Bay, FL 33157.

1.15 BID OPENING:

Bids shall be opened and publicly read at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, Florida on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

1.16 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be upon destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the Village of Palmetto Bay, Florida, are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.17 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Village of Palmetto Bay, Florida, shall be final and binding on both parties.

1.18 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, 9495 S. W. 180 Street, Palmetto Bay, FL 33157.

1.19 LEGAL REQUIREMENTS:

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.20 PATENTS AND ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the Village of Palmetto Bay, Florida, and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The Village of Palmetto Bay, Florida. If the bidder uses

any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

1.21 OSHA:

The bidder warrants that the product supplied to the Village of Palmetto Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for the same.

1.22 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.23 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.24 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.25 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto Village of Palmetto Bay property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Florida Department of Environmental Protection, South Florida Water Management District, Miami-Dade County Public Works Department and Village of Palmetto Bay jurisdictional standards and the Florida Building Code. The bidder shall be liable for any damages or loss to the Village occasioned by negligence of the bidder (or agent) or any person the bidder has designed in the completion of the contract as a result of his or her bid.

1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

For construction contracts exceeding \$50, 000, contractors shall submit the following with the bid document:

- (a) Bid Bond equal to 5% of the bid price,
- (b) Certificate of Insurance in the amount specified in Special Conditions

After acceptance of the bid, the Village will notify the successful bidder to submit a Payment and Performance Bond and Certificate of Insurance in the amount specified in Special Conditions.

1.27 SUBSTITUTIONS:

The Village of Palmetto Bay, Florida WILL NOT accept substitute shipments of any kind, unless approved in advance by the Village Manager or his designee. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any unapproved substitute shipments will be returned at the bidder's expense.

1.28 FACILITIES:

The Village of Palmetto Bay, Florida, at its sole discretion, reserves the right to conduct site visits to the Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

1.29 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

1.30 PROTESTS, APPEALS AND DISPUTES:

A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

1.31 DEFAULT:

In the event of default on a contract, the successful bidder shall pay all attorneys' fees and court costs

incurred in collecting any liquidated damages.

1.32 DISCLAIMER:

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

1.33 EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Bidder is familiar with and agrees to comply with the contents of this Bid Project.

1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the Village Manager or his designee at least 72 hours prior to scheduled bid opening, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the Village Manager or his designee. The Village shall issue an Informational Addendum if clarification or minimal changes are required. The Village shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be mailed to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Bid Proposal. Failure of a bidder to include a signed formal Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest. The Village will not be responsible for any other explanation or interpretation made verbally or in writing by any other Village representative.

1.35 DEMONSTRATION OF COMPETENCY:

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Village of Palmetto Bay.
- 2) The Village may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the Village in making the award in the best interest of the Village.
- 3) The Village may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the Village through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- 4) The Village may, during the period that the Contract between the Village and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.36 AWARD OF CONTRACT:

- A) The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the Village of Palmetto Bay. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award, which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The Village shall award a contract to a Bidder through action taken by the Village of Palmetto Bay Village Council at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance, mailed or otherwise furnished to the successful Bidder.
- C) The General Terms and Conditions, the Special Conditions, the Specifications, Special Provision, the Bidder's Proposal and the Purchase Order are collectively an integral part of the contract between the Village of Palmetto Bay and the successful Bidder.

- D) While the Village of Palmetto Bay Village Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in this Invitation to Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the Village. If the Bidder is in default, the Village, through the Village Manager or his designee, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- E) The Village reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the Village exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. If the updated documents are not submitted by the Bidder in complete form within the time specified, the Village may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- F) The Village reserves the right to automatically extend this contract if required and authorized by the Village of Palmetto Bay, Florida, Village Council. If this right is exercised, the Village shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

1.37 ASSIGNMENT:

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village of Palmetto Bay.

1.38 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.39 SUNSHINE LAW:

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public

Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.40 CONE OF SILENCE:

a) **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

- a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the Village Council members, Village's professional staff including, but not limited to, the Village Manager and his staff, any member of the Village's selection or evaluation committee.

b) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Village of Palmetto Bay, FL, Village Hall. The Village Manager or his designee shall issue a written notice thereof to the affected departments, file a copy of such notice with the Village Clerk, with a copy thereof to each Village Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

c) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Village Council meeting (whether regular or special or Committee of the Whole meeting) at which the Village Manager or his designee makes written recommendation to the Village Council. However, if the Village Council refers to the recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Village Manager makes a subsequent written recommendation.

d) **Exceptions to Applicability:** The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations made to the Village of Palmetto Bay Village Council members during any duly noticed public meeting;
4. Communications in writing at any time with any Village of Palmetto Bay employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village Manager or his designee and the responsible for administering the procurement process for such RFP, RFQ or Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the Village of Palmetto Bay attorney and his or her staff;
7. Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

8. Any emergency procurement of goods or services pursuant to Village of Palmetto Bay Codes and Ordinances;
9. Responses to the Village of Palmetto Bay request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable the Village of Palmetto Bay, Florida, staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village of Palmetto Bay professional staff including, but not limited to, the Village Manager and his staff are in writing or are made at a duly noticed public meeting.

e) **Penalties:** Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Village Council or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village of Palmetto Bay selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village of Palmetto Bay employee may subject said employee to disciplinary action.

1.40.1 Please contact the Village of Palmetto Bay, Village Attorney for any questions concerning "Cone of Silence" compliance.

1.41 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing to contact person (Item 2.6). The bid title and number shall be referenced on all correspondence. All questions must be received no later than three (3) calendar days prior to the scheduled bid opening date. All responses to questions will be sent to all prospective Bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

1.42 BUSINESS ENTITY DISCLOSURE STATEMENT:

Bidder or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of

Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

1.43 FORCE MAJEURE:

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

1.44 COLLUSION:

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party there to certifies, as to his own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

1.45 ELIGIBILITY:

All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

END OF SECTION

SECTION 2.0 SUPPLEMENTARY CONDITIONS

2.1 PURPOSE:

The purpose of this Invitation to Bid is to identify and award a source of supply through a single solicitation, for roadway construction improvements from a source that will provide prompt and efficient service.

2.2 TERM OF CONTRACT:

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

This contract shall commence the date after the date of award by the Village Council, Village of Palmetto Bay, Florida, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the Village Manager or his assigned designee. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

2.3 RESPONSE TIME:

After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days from notice to proceed.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the Village of Palmetto Bay, FL at any time during the contractual term.

2.5 PRE-BID CONFERENCE:

A **mandatory**, pre-bid meeting to discuss the specifications, scope requirements, and ask/answer questions will be held on Friday, December 9, 2011 at 10:00 a.m. at Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Attendance at the pre-bid meeting is compulsory, and non-attendance shall constitute disqualification from bidding.

After the pre-bid meeting and before the bid opening date, bid forms should be filled out, and placed in a sealed envelope. Deliver to the Village Clerk prior to the bid opening time. Late bids will not be opened.

2.6 CONTACT PERSON:

For any additional information regarding the specifications and scope requirements of this bid, contact: Kristy Bada, Village of Palmetto Bay, Florida, Public Works Administrative Assistant, (305) 969-5011, or by email at kbada@palmettobay-fl.gov

2.7 METHOD OF AWARD:

Award of this contract will be made to the lowest responsive, responsible bidder whose bid will be most advantageous to the Village of Palmetto Bay, Florida.

Bidder must bid on all items listed on Bid Form to qualify for award of the contract. Bid will be awarded on an all or nothing basis.

2.8 PAYMENT:

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

2.8.1 At least ten days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.

2.8.2 Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Contractor indicating Village's reasons for refusing to recommend for payment. In the latter case, Contractor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will (subject to the provisions of the last sentence in 2.8.5) become due and when due will be paid by the Village to the Contractor.

2.8.3 Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

2.8.3.1 The Work has progressed to the point indicated.

2.8.3.2 The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and

2.8.3.3 The conditions precedent to Contractor's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to Contractor.

2.8.4 Village's recommendation of any payment, including final payment shall not mean that Village is responsible for Contractor's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the Contractor to perform or furnish Work in accordance with the Contract Documents.

2.8.5 Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay referred to in paragraph 2.8.3. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:

2.8.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

2.8.5.2 The Contract Price has been reduced by Written Amendment or Change Order,

2.8.5.3 The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,

2.8.5.4 The Village has actual knowledge of the occurrence of any of the events such as:

2.8.5.4.1 If the contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),

2.8.5.4.2 If the Contractor DISREGARDS laws or regulations of any public body having jurisdiction;

2.8.5.4.3 If the Contractor otherwise VIOLATES in any substantial way provisions of the Contract Documents;

The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:

2.8.5.5 Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.

2.8.5.6 There are other items entitling the Village to a set-off against the amount recommended, or

2.8.5.7 The Village of Palmetto Bay, Florida has actual knowledge of the occurrence of any of the events enumerated in paragraphs 2.8.5.1 through 2.8.5.3 or paragraphs 2.8.5.4.1 through 2.8.5.4.3 inclusive:

But the Village must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by the Village and Contractor, when Contractor corrects to the Village's satisfaction the reasons for such action.

2.9 REFERENCES:

Each bid must be accompanied by a list of at least five (5) references, which shall include the name of the company, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

2.10 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.11 BIDDER QUALIFICATIONS:

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all licenses necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against his/her company. The evidence will consist of listing the nature of work. Bidder must demonstrate that they have been actively involved in this type of work for at least five (5) years.

2.12 LATE BIDS:

The Village of Palmetto Bay cannot be responsible for bids received after opening time and encourages

early submittal. Late bids shall be rejected.

2.13 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions and/or Minimum Specifications shall be cause for the Bid to be considered non-responsive.

2.14 HEADINGS AND TERMS:

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

2.15 AVAILABILITY OF LANDS:

2.15.1 The Village will furnish the lands upon which the work is to be done, right-of-way for access thereof, and such other lands which are designed for the use of the Contractor. Easements for permanent structure of permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract documents. Other access to such lands or right-of-ways for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

2.16 SUBSURFACE CONDITIONS:

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

2.17 CONTRACTOR'S RESPONSIBILITIES:

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall also be transmitted to the Contractor's home office).

2.18 LABOR, MATERIALS, EQUIPMENT:

- a) The Contractor will provide competent, suitably qualified personnel to layout the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.
- b) The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- c) All materials used will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

2.19 SAFETY AND PROTECTION:

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

All employees and other persons, who may be affected thereby,

All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Village.

2.20 EMERGENCIES:

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

2.21 COMPLETION TIME

2.21.1 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

2.21.2 After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days from notice to proceed.

2.22 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements:

2.22.1 Workmen's Compensation Insurance - statutory requirement.

2.22.2 Employer's Liability Insurance - \$1,000,000.

2.22.3 Comprehensive General Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit. Bodily Injury: \$1,000,000;

Property Damage: \$500,000 each occurrence.

2.22.4 Comprehensive Automobile Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$500,000 each occurrence property damage;

The policy must provide coverage for non-owned and hired automobiles.

2.22.5 All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best

Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. 2.22.6 Builder's Risk Insurance. (Not Required)

2.23 INDEMNIFICATION:

Contractor shall indemnify and hold harmless the Village of Palmetto Bay, Florida and Village's officers and employees to the fullest extent authorized by Section 725.06 (2), Florida Statutes, which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

2.24 BID CLARIFICATION:

All questions or clarifications concerning this Invitation to Bid shall be submitted in writing to the contact person (Item 2.6) no later than **5:00PM Friday, December 16th, 2011**. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.25 TIE BIDS:

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

2.25.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2.25.2 Inform employees about the dangers of drug abuse in the workplace, the business'policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

2.25.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (2.25.1).

2.25.4 In the statement specified in subsection (2.25.1), notify the employees that, as a condition of working on contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

2.25.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

2.25.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.26 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.27 BONDS:

1. BID BOND OR BID DEPOSIT:

Each bid must be accompanied by either a cashier's check or certified check upon a Florida incorporated bank or trust company, or a bid bond with corporate surety doing business in Florida and satisfactory of the Village of Palmetto Bay for not less than five percent (5%) of the amount of the bid.

2. PERFORMANCE BOND:

Within ten (10) working days following notice of award by the Village, the successful bidder shall furnish to the Village of Palmetto Bay, FL, a Payment and Performance Bond in the total amount of the Cost to the Village for the period of the contract (\$75,000.00). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Village of Palmetto Bay, Florida; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935 or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.28 LIQUIDATED DAMAGES:

The bidder agrees to pay the Village liquidated damages in the amount of \$750.00 per calendar day beyond the final completion date as specified.

2.29 ESTIMATED QUANTITIES:

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used and/or sufficient during the contract period. Said estimated quantities may be used by the Village for the purpose of evaluating the low bidder meeting specifications.

2.30 WARRANTY:

The successful bidder will be required to warranty all work performed. Warranty shall be described in detail in section titled Detailed Requirements.

2.31 PRESERVATION OF PROPERTY:

The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the Village, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the Village is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

If the Contractor does not clean the Work site, the Village may remove the rubbish and charge the cost to the Contractor.

2.32 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such its may be properly shored, supported and protected, or the Contractor may relocate them if he desires, The Contractor shall give all proper notices, shall comply with this requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

2.33 USE PREMISES:

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Contractor shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

2.34 VILLAGE'S RESPONSIBILITIES:

- a) The Village will furnish the data required of them under the Contract Documents promptly.
- b) The Village's duties in respect to providing lands and easements are as established by the Village's standards, codes and ordinances.

c) The Village shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

2.35 GUARANTEE:

The Contractor shall guarantee and unconditionally warranty through either the manufacturer or the Contractor directly, all materials and equipment furnished and Work performed for a period of one twelve (12) months from the date of final acceptance. The Village will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to promptly correct such defective or non-conforming Work, the Village may cause the defective Work to be removed or corrected at the Contractor's expense, and the Village may charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

2.36 WAIVER OF JURY TRIAL:

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

2.37 BID SUBMITTAL:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Forms, Bid Bond, Bid Security Form, sworn statement on Public Entity Crimes, ADA Disability Nondiscrimination Statement, Business Entity Affidavit (Vendor / Bidder Disclosure form), and all required product information and any other items as indicated on the Bid Form must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.38 EQUAL PRODUCT:

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

2.39 TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within 15 days after written notice of default, the Village Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Village of Palmetto Bay, FL. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplier services:

provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Palmetto Bay, FL under Section 2.41.

2.40 TERMINATION FOR CONVENIENCE:

The Village Manager may terminate this Contract, in whole or in part, upon 15 days prior written notice when it is in the best interests of the Village of Palmetto Bay, FL. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Village of Palmetto Bay the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the Village of Palmetto Bay, FL shall be liable ONLY for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.41 ASSIGNMENT:

Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its right, title or interest herein, without Village of Palmetto Bay's prior written consent.

2.42 CONFIDENTIALITY:

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

2.43 GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

2.44 ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs, including liquidated damages and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

2.45 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Village of Palmetto Bay and Contractor, or to create any other similar relationship between the parties.

2.46 PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

2.47 PROVISIONS BINDING:

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

2.48 ENTIRE AGREEMENT:

The contract consists the entirety of this Village of Palmetto Bay, FL Bid, the Contractor's Response and any written agreement entered into by the Village of Palmetto Bay and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Bid and/or Response, then the

Bid and then the Response shall control. This Contract may be modified only by a written agreement signed by the Village of Palmetto Bay, FL and Contractor.

END OF SECTION

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

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 VILLAGE OF PALMETTO BAY, FLORIDA

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)(g), 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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 of 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.
- 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

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 of notary public

SECTION 3.0 SCOPE OF WORK

3.1 MINIMUM SPECIFICATIONS

This bid consists of , but may not be limited to, the furnishing of all labor, materials , tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract. Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents.

The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

All bids must be on a lump sum price basis per the proposal form.

All bidders are required to be fully licensed to work in the State of Florida.

3.2 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of any work, a pre-work conference will be held with the awarded Contractor to discuss project scope, schedule, and any other items, rules or regulations relative to the project to which the Contractor must adhere. The Contractor shall be informed of the time and place of this meeting in written or verbal form in advance of the meeting date. In the event, the Village cancels or otherwise waives the pre-construction conference; the Village shall inform the Contractor in writing of such determination.

The Contractor shall schedule, and conduct the work at times and in a manner, which shall not interfere with scheduled events and activities, and shall not cause annoyance to residents in close proximity to the project location.

3.3 WORK SCHEDULE

All work shall be completed as scheduled. The Contractor shall not work or perform any operations during inclement weather that may destroy or damage the work area. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the contractor may submit a written request for additional time to complete scheduled work.

Contractors shall recognize that the Village, and possibly other Contractors, may when necessary, conduct other activities and operations at a location in close proximity to the project.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Village Manager or his designee.

3.4 CONSTRUCTION TECHNICAL SPECIFICATIONS:

Technical Specifications are referenced to applicable jurisdictional standards. Technical specifications which are pertinent for the proposed construction are provided in this document, as listed in the table of contents.

END OF SECTION

SECTION 4.0 SPECIFICATIONS AND SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR VILLAGEWIDE LANDSCAPING SERVICES

1. GENERAL

The applicable portions of the 2010 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the Contractor, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF MIAMI-DADE COUNTY, shall apply to this project.

Unless otherwise noted, all references in the Special Provisions refer to the Florida Department of TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. LOCATION OF WORK

The area where the work is to be performed is located in the Village of Palmetto Bay, Florida. The exact location and limits of construction are to be determined by the Public Works Director and/or his designee.

3. SCOPE OF WORK

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

4. PERMITS AND LICENSES

SECTION 1.25 - GENERAL: This section is amended to include the following: Permits, which are issued by VILLAGE OF PALMETTO BAY, for construction within the public right-of-way, and/or additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

5. LIMITATIONS OF OPERATIONS

All work shall be performed during daytime only. (8:00 AM to 4:30 PM) No work shall be done at all on Saturday or Sunday, except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the City Inspector.

6. FIELD OFFICE

Field office will not be needed.

7. SITE INVESTIGATION

SECTION 2.16 – Subsurface Conditions: This section is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he/she and all his/her subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials and access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he/she is awarded the Contract.

8. PERFORMANCE OF WORK

SECTION 2.17 - CONTRACTOR'S RESPONSIBILITIES: This section is expanded to include the following:

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plan shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The plan and all operations shall be subject to inspection by the City Inspector at all times. The Contractor shall submit for approval by the City Inspector a description of the type of materials and equipment to be used; and the method or procedure to be used in the performance of the work.

9. RESTORATION OF PROPERTY

SECTION 2.31 - PRESERVATION OF PROPERTY: This section is expanded to include:

Property public or private - if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Inspector, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, footings or underground utilities.

NOTE: All street name signs shall remain in place during the period of construction except those that are required to be relocated due to interference with the actual construction. All signs that are relocated or damaged by the Contractor during the course of the work shall be re-installed or replaced at the proper location, as soon as possible by the Contractor.

Prior to the removal of any traffic control signs that interfere with the construction, the Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.

All signs that are found to be unserviceable shall be reported to the Village of Palmetto Bay.

10. UTILITIES

SECTION 2.33 – COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.: This section is

expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing relocation work at the Preconstruction Conference. The Contractor shall incorporate these schedules into this sequence of construction.

Any relocation work required will be performed during the phase of the Contractors operation which is affected by the conflict. The Utility companies reserve the right to replace facilities during the contract period. The replacement of City owned facilities will be scheduled to occur between roadway excavation and stabilization operations. The Contractors shall cooperate with the Utility companies to coordinate this work, no additional compensation will be provided for this coordination. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless, shall commence work under this Contract, and shall schedule the work to avoid interference with the utility relocation work. The City will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the City be held responsible for any damages to any utilities due to any actions by the Contractor. The Contractor shall install and maintain staking at the R/W limits to locate utility facilities. Staking shall be installed as utilities are relocated and maintained for the project duration.

NOTE: The Contractor shall contact the Underground Notification Center (Sunshine State One Call) at 811 at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

11. PREWORK CONFERENCE

SECTION 3.2 - PRECONSTRUCTION CONFERENCE: This section is expanded to include:

After the award of contract and prior to the issuance of the "Notice to Proceed," a Pework Conference will be held with the Contractors, members of the Village of Palmetto Bay, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Village of Palmetto Bay.

At the Pework Conference, the Contractor must provide two copies of a detailed construction scheduling program showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, delivery of signal and lighting equipment if applicable, etc.

12. AWARD OF CONTRACT AND TIME FOR COMPLETION

All work under the terms of this contract shall be completed within the number of calendar days as indicated in Section 2.21 of Special Conditions, dating from the effective date of the "Notice to Proceed."

13. TEST RESULTS

The Village of Palmetto Bay assumes no responsibility for the accuracy of the test results as shown in the

contract documents. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor's opinion of the conditions likely to be encountered. The proposal the bidder submits shall be considered "prima facie" evidence that the bidder has made an examination as described in Section 2, Article 4 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

14. MOBILIZATION

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

15. MAINTENANCE OF TRAFFIC

Maintenance of Traffic Plans are included in the Plans for this project. No work shall commence on this project or any portion thereof without implementation of this Plan.

Excavated or other material stored adjacent to, or partially upon a roadway pavement, shall be adequately marked for traffic safety at all times.

The Contractor's attention is called to the provisions contained in Article 3.2.1 of this Section-Installation: The Contractor shall provide the necessary access to all adjacent property during construction.

Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City Inspector, the City may require the Contractor to call for and hire off-duty police officers for directing the traffic and maintaining safety if in any way the operations will curtail the use of the streets, roads and work areas specified herein.

Partial payment for lump sum Maintenance of Traffic shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates and shall be provided on a percentage equal to the percentage of contract time expired.

16. MAINTENANCE OF TRAFFIC DEVICES

Barriers (including warning lights), construction signs, flashing arrow boards, and high intensity flashing lights shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6 1-1978), Florida Department of Transportation Roadway and Traffic Design Standards (Index 600 Series) and the latest revisions of the aforementioned manuals.

17. CLEARING AND GRUBBING

The Contract Unit Price bid as indicated in the Bid Form of the Proposal shall be full compensation for all work

required for clearing and grubbing; removal and disposal of flexible pavement, concrete sidewalk and curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, base material, and miscellaneous roadway items; and cleaning of existing drainage systems left in place within the Project. The bid price for this item shall include all costs of disposing of sediments removed from existing drainage structures.

Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

END OF SECTION

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, the student will become a resident alien for tax purposes if he or her stay in the United States exceeds 9 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for the exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1985 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-9.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

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4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4480 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/IDC 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor*
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner*
5. Sole proprietorship or disregarded entity owned by an individual	The owner*
6. Grantor trust filing under Optional Form 1089 Filing Method 1 (see Regulation section 1.671-4(b)(2)(iv))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity*
9. Corporation or LLC electing corporate status on Form 8832 or Form 2663	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1089 Filing Method 2 (see Regulation section 1.671-4(b)(2)(v))	The trust

* List first and circle the name of the person whose number you furnish. If only one person or a joint account has an SSN, that person's number must be furnished.

* Circle the owner's name and furnish the owner's SSN.

* You must show your individual name and you may also enter your business or "DBA" name or the "business name/disregarded entity" name (see Reg. 1.671-4(b)(2)(iv)). You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

* List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the person's representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

* Note: Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: Villagewide Landscaping Services
Contract No.: _____
Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of \$ _____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____ . He/she took an oath, and is personally known to me or has produced _____ as identification.

Public, State of Florida Notary

My Commission Expires:

Notary Public Print Name of

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: Villagewide Landscaping Services
Contract No.: _____
Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of \$ _____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.
2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.
3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida, County of
Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____. He/she took an oath, and is personally known to me or has produced
_____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

CONTRACTOR'S AFFIDAVIT AND PARTIAL RELEASE

Owner: Village of Palmetto Bay
Project: Villagewide Landscaping Services
Contract No.: _____
Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

- 1 The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
- 2 The Contractor for and in consideration of payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
- 3 The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
- 4 All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.
- 5 This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida, County of
Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____. He/she took an oath, and is personally known to me or has produced
_____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

Owner: Village of Palmetto Bay
Project: Villagewide Landscaping Services
Contract No.: _____
Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this ____ day of _____, 20__, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

7. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

8. The Contractor for and in consideration of final payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.

9. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.

10. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

11. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

12. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida, County of

Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public