

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
RFP #16-03
TREE PLANTING PROGRAM**



SUBMITTAL DUE DATE:

TBA

TIME:

3:00 PM

“MANDATORY” PRE-RFP RESPONSE MEETING:

TBA

10:00 AM

REQUEST FOR PROPOSALS
RFP #16-03
TREE PLANTING PROGRAM
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for TREE PLANTING PROGRAM for the Town of Cutler Bay. Interested contractors should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and four (4) copies of the submittals plus a CD containing all documents submitted must be received no later than **3:00 PM** on TBA and be clearly marked on the outside, "**RFP #16-03 TREE PLANTING PROGRAM**", by **Jacqueline N. Wilson, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting on TBA at 10:00 AM Town Hall Council Chambers (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189)**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals
Town Manager



**SECTION I
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03**

INTRODUCTION

The Town of Cutler Bay (the "Town"), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a contractor to provide TREE PLANTING PROGRAM.

The Town intends to execute an agreement with a selected Contractor to provide such services.

1. SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of Silence Begins	TBA	9:00 AM
2	<u>Mandatory Pre-RFP Response Meeting</u> 10720 Caribbean Blvd. Council Chambers, Suite 115 Cutler Bay, Florida 33189	TBA	10:00 AM
3	Deadline to Submit Questions	TBA	1:00 PM
4	Deadline to Town Responses to Questions	TBA	5:00 PM
5	Deadline to Submit RFP-Response	TBA	3:00 PM
6	Evaluation of Proposals	TBA	8:00 AM thru 5:00 PM
7	Announcement of selected Contractors/Cone of Silence Ends	TBA	9:00 AM

*The Town reserves the right to change the scheduled dates and time.

1. DEFINED TERMS

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the Town as distinct from a Sub-Contractor, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Town" refers to the Town of Cutler Bay, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Contractor Administrator" shall mean the Town Manager or his designee.

2. GENERAL

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

3. PROPOSAL REQUIREMENTS

3.1 Scope of Services Proposed

Clearly describe how Contractor will perform the Scope of Services proposed, including a work plan and an explanation of methodology to be followed to perform the Services required in this RFP.

3.2 Proposer Qualifications

This section of the proposal should give a description of the proposer, including the size, range of activities, and number of years of relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

3.3 Proposal Package

All proposals shall be submitted on the Town provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information as to the Instructions to Proposers or the Proposal Package contact Jacqueline N. Wilson, Town Clerk at (305) 234-4262 or Email: jwilson@cutlerbay-fl.gov.

3.4 Acknowledgment of Agreement Terms

An acknowledgement of the acceptance of the terms of the Agreement should be included as a part of Proposal. Any exceptions to terms of this Agreement should be included in the exceptions section of the Proposal.

4. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

All Proposers or their representatives are required to attend a mandatory pre-RFP response meeting on **TBA at 10:00 AM**, Town Hall Council Chambers, 10720 Caribbean Blvd., Suite 115, Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the Services, sites and specifications will be answered, and Proposers will be able to familiarize themselves with conditions that may affect the proposal prices.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

5. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies of the submittal plus a CD containing all documents shall be submitted no later than **TBA at 3:00 PM** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

TREE PLANTING PROGRAM
RFP #16-03
Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Jacqueline N. Wilson – Town Clerk, Email: jwilson@cutlerbay-fl.gov on or before **TBA at 1:00 PM**. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

7. EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Cost	50
Proposer Qualifications	25
Scope of Services / Plan	15
References (Relevant experience)	<u>10</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

8. DESCRIPTION OF EVALUATION CRITERIA(S):

COST (50 POINTS): Each proposer shall provide unit pricing, including a lump sum amount for mobilization and demobilization, in the Proposal Form included in this RFP.

PROPOSER QUALIFICATION (25 POINTS): Each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

SCOPE OF SERVICES (15 POINTS): Each proposer will be evaluated on their approach on how the Scope of Services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

REFERENCES (Relevant Experience) (10 POINTS): As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

The Town as part of their evaluation may perform an inspection of the Proposer’s facilities. The Selection Committee, Town Manager, or his designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Proposer’s facilities and any technical advisors they deem necessary, prior to the award of a Contract.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection may include, but not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles may be inspected for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Proposers. Additionally, the Town reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

The Town may require short-listed Proposer's to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

9. CLARIFICATION AND ADDENDUM(S)

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents or any part thereof, the proposer must submit to the Town of Cutler Bay, Town Clerk on or before **TBA at 1:00 PM**, a request for clarification via fax (305) 234-4251 or Email: jwilson@cutlerbay-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. However, it is the Proposer's responsibility to ensure that it has received and reviewed all addenda prior to submitting the Proposal and the Town shall not be responsible for failure to send addenda to Proposers receiving the RFP. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) calendar days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town of Cutler Bay Council.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel).

Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

11. PROPOSAL BOND

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Five Thousand and NO/100 (\$5,000.00)**. All Proposal Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the 90 day period. The purpose of the Proposal bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least Forty-Five (45) days after proposal opening.

12. PERFORMANCE AND PAYMENT BOND

Within ten (10) working days following notice of award by the Town, the successful Proposer shall furnish to the Town of Cutler Bay, a Performance Bond in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** to the Town for the period of the contract (to be determined at the time of award). The Performance and Payment Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); 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 Town of Cutler Bay. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

12.1 Attorney's-in-fact, who signs the Proposal Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

12.2 Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

13. AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in Town's best interest.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

14. CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE EACH ONE (1) YEAR TERM OF THE CONTRACT

The initial Contract period shall be for three (3) years (consisting of one (1) year terms), with the Town's option, in its sole discretion, to renew for additional one (1) year terms, not to exceed a maximum of three (3) years. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option shall be effective upon written notice from the Town Manager to the Contractor delivered received no later than thirty (30) days prior to the date of termination of the initial term and any applicable Renewal Option term.

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer on the Proposal Form shall remain fixed and firm during the initial one (1) year term of the Contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the Town at any time during the contractual term. At the start of each renewal year the Contractor may request a price increase not to exceed the Bureau of Labor Statistics (www.bls.gov CPI-U index for Miami-Dade County). The Town will evaluate such request to determine if an increase should be approved. Any such increase will not exceed three (3%) percent per request per one (1) year contract term.

15. PERMITS, FEES AND NOTICES

The Successful Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

All county, state or federal fees and permits shall be applied for and paid by the Proposer as necessary. Proposer must provide Town with copy(s) of valid licensing by state/county agency for this type of work.

It is the Proposers responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

16. NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

17. LAWS/ORDINANCES

The Proposer shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

18. ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

19. WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

20. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his designee.

21. COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

22. CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Proposal, between:

A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and Proposal after the advertisement of said RFQ, RFP, or Proposal. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-Proposal conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Town Council during any duly noticed public meeting;
- 4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the Town Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to Town Code;
- 9) responses to the Town's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting;
- 11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular Proposer or proposer shall render any RFQ award, RFP award or Proposal award to said Proposer or proposer voidable by the Town Council and/or Town Manager.

23. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

23.1 Vendors' Campaign Contribution Disclosure

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

- (A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

24. LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

25. PUBLIC RECORDS LAW

The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Jacqueline N. Wilson, Town Clerk
Mailing address: 10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
Telephone number: (305) 234-4262
Email: jwilson@cutlerbay-fl.gov

END OF SECTION

**SECTION II
SPECIAL CONDITIONS**

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000 each accident.

1.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

1.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

1.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay
Attention: Town Clerk's Office
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

1.5 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

To the extent applicable, the Successful Proposer must also comply with Chapter 487, Florida Statutes. Any items which are delivered from an Agreement resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS). The MSDS sheets must be maintained by the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- a) The chemical name and the common name of the agricultural pesticide.
- b) The hazards or other risks in the use of the agricultural pesticide, including:
 1. The potential for fire, explosions, corrosiveness, and reactivity.

2. The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
3. The primary routes of entry and symptoms of overexposure.
 - a) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - b) The emergency procedures for spills, fire, disposal, and first aid.
 - c) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is, intended to alert any person who reads the information.
 - d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.1 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

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

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

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

3. CARE AND SAFETY

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

4. TRAFFIC CONTROL AND PROTECTION

Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- a) Advance warning
- b) Clear view of work site
- c) Roadway delineation
- d) Regulatory information
- e) Hazard warning
- f) Barriers
- g) Pedestrians safety
- h) Access
- i) Location of vehicle and equipment
- j) Night safety
- k) Personnel
- l) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.)

5. DAMAGES, VANDALISM AND THEFT

In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

6. SUB-CONTRACTORS

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

6.2 Sub-Contractors Agreement

Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

9. PERFORMANCE AND PAYMENT BOND

Simultaneous with the delivery of the executed contract to the Town, the Contractor shall furnish to the Town an executed performance and payment bond in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** of the annual Proposal amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It shall be submitted on forms provided. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

10. INSPECTION, DIRECTION, AND PAYMENT

10.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

10.2 Inspection

The Town's Public Works Department representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.3 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. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

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END OF SECTION

**SECTION III
DETAILED SPECIFICATIONS**

1. SCOPE OF SERVICES

The Contractor must furnish all labor, materials, equipment, and supervision required to deliver, furnish and install trees throughout the Town for the Town's Tree Planting Program. Work includes but is not limited to installing trees, staking/guying, root barriers (where the Work Order requires installation), planting soil, tree removals/relocations, stump and root removals, mulching, grading, herbicide treatment, watering, fertilizing, weed removal, grow-in period maintenance (for installed trees), removal and disposal as applicable to the work required by the Work Order, as stated in Sections 2, 3, and 4 below.

The delivery locations will be stated in each Work Order issued under the Contract and will be confirmed via field verification/inspection with the Town.

- 1.1** The Town of Cutler Bay is requesting sealed proposals from qualified Proposers, to provide high quality tree installation of Town Owned and Maintained Facilities, Right-of-Ways, and Swales.

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

2. GENERAL REQUIREMENTS

All work areas shall be maintained according to the following standards for tree maintenance services including the proper disposal of debris generated by operation. The work shall be assigned as per work order as directed by the Public Works Director or his designee. 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 Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. 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 bi-weekly meetings with the Public Works Director or his designee.
- 2.4** To provide a written schedule of tree planting activities in advance of the first day of each month.

- 2.5 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 shall be submitted as a "separate billing" item.
- 2.6 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 Town. Failure to restore said damages within three (3) business days following notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material, or equipment to restore the property to its original condition.
- 2.7 The Contractor shall purchase sufficient magnetic signs, as directed by the Public Works Director, which shall be placed on all vehicles performing work within the Town (two signs per vehicle).
- 2.8 The Contractor must have an on staff Certified Arborist or a subcontractor, who is in good standing with the National Arborist Association (NAA), or International Society of Arboriculture (ISA).

2.9 Maintenance of Traffic

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in Article 4.8.

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

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:
 - a. All Contractor vehicles must have beacons and flashes on.
 - b. "MEN WORKING" signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
 - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
 - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
 - c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.
2. When a lane is to be blocked:
 - a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.

- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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

2.10 Reimbursement for use of Police Officers

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not included in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

2.11 Hours for Performing Work

The Contractor must perform all Work based on the hours stated as follows, unless specifically stated otherwise in a Work Order:

- Residential: 8am-5pm - Monday-Friday
- Residential: 10am-4pm - Saturday
- Commercial: 8am-5pm - Monday-Saturday

Any Work to be performed outside these hours will require the prior written approval of the Public Works Director or his designee. A Work Order may establish different working hours than those stated herein.

2.12 Compensation

Contractor will provide the Town with an invoice within thirty (30) days of the date the Work was accepted under a Work Order, using the invoice form provided by the Town.

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

The Contractor will be compensated at the unit prices specified in the Contract.

2.13 Estimated Quantities

Any quantities provided are solely estimates of what the Town anticipates its need to be for the initial term of the Contract. Any stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities. The Town reserves the right, at its sole discretion to make adjustment to quantities. The failure of the Town to order any minimum quantities will not form any basis for a claim by the Contractor for lost work or profits.

2.14 Purchase and Delivery Storage and Installation

All materials must be F.O.B. delivered with the cost of delivery included in the unit price. The Contractor will be solely responsible for the purchase, delivery, and installation of all material. Contractor will make all arrangement for delivery including the proper protection and transportation of the all Trees. Contractor will be liable for replacing and damaged materials and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

All trees shall be labeled by size and scientific plant name as listed in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Labels are to be durable and legible, with information given in weather resistant ink or embossed process lettering.

All trees and materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of stock.

The Contractor is responsible for the protection of all tree and planting material from adverse weather conditions, damage, deterioration, as well as maintain their health and appearance during storage. At the time of delivery, the Town may reject any plant material not meeting acceptable standards or have been damaged during delivery. The Town is the sole judge of the acceptability of the stock delivered at any time.

The delivery locations will be stated in each Work Order issued under the Contract.

2.15 Work Orders

The Town will issue a Work Order for each Project. Contractor must not commence any delivery or plantings without receiving a written Work Order from the Town. The Work Order will include the number and type of Trees or materials to be delivered and/or installed, the location(s) of installation and any other information necessary to complete the work at a Work site. The Work Order may also stipulate the hours during which work can be performed if the hours are outside the standard working hours specified in the Contract.

Contractor must complete all installations within the timeframe stated in the Work Order. For large groups of tree installations within a Work Order the Town may require that the Contractor provide a tree planting schedule for performing the Work within stated timeline.

2.16 Substitutions

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

2.17 Request for Information

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

2.18 Warranty

All Trees must have a one (1) year warranty from the date of final acceptance of installation. The Contractor must provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty.

The Contractor will be responsible for the replacement of all trees and other plantings under the warranty, which are damaged or die as a result of "Acts of God" including but not limited to; hail, lightning, sustained winds that exceed hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing.

The Contractor will be responsible for periodically inspecting the trees and other plantings under warranty and identifying any replacements that may be required. Where the Contractor identifies the need for such replacements the Contractor must notify the Town's representative in writing, within seven (7) days of such determination.

The Town reserves the right of inspection at any time and the Town may hire its own arborist to conduct inspections during the warranty period.

2.19 Replacements During Warranty Period

The Town will notify the Contractor in writing of any trees, planting or other Work, which does not appear to be healthy or requires replacement. The Contractor must, within seven (7) days notify the Project Manager of the conditions of the tree, planting, or Work, state the action that will be taken, and the timeframe in which such action will be taken. Replacement of trees and other plantings is required when it is determined that:

1. Tree or planting is not in a healthy growing condition and the tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
2. Not at the "Florida No. 1" quality level at the end of the guarantee period.
3. The tree or planting is dead.

The Town and the Contractor will agree upon the time in which replacements under warranty will occur. The agreed upon time frame(s), which should not exceed 10 days may be extended in

writing by the Town due to seasonal conditions, availability, preparation time such as root pruning, etc..

All Replacement trees must be of the same or better species, quality and grade as that of the original specifications of the tree to be replaced. In no case will replacements be smaller than the original size. Any substitutions must be approved by the Town's representative in writing in advance.

All Work replaced under warranty must be warranted for a one (1) year period from the date of acceptance of installation.

Should the Town determine that no replacement will be made or the Contractor fails to replace the tree in a timely manner the price previously paid for the tree will be deducted from any monies due the Contractor.

NOTE: Payment in full for the Work does not constitute a waiver of the Warranty.

2.20 Inspection of Trees, Mulch, and Other Materials

The Town may, at its sole option, inspect Trees at the growing site prior to delivery or at the installation site prior to installation. Contractor must notify the Town's representative at least 48 hours prior to delivery of any Trees. The Town does not waive any of its subsequent rights should it elect not to inspect the Trees prior to installation. The Town reserves the right to inspect, tag, and approve the selection of trees at their place of growth. A Contractor's representative shall be present if the Town requests to select the trees.

Contractor shall furnish a written list of the proposed sources of nursery stock to allow the Town to conduct inspection prior to selection and/or delivery of materials. Such a list shall be furnished with completed bid documents. Such list may not be altered without the Town's written approval.

The Contractor will be responsible for the replacement of all Work, materials or equipment stolen from site until final acceptance of installation.

2.21 Access to Water and Utilities

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

The Contractor is responsible for providing all power for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor will be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor must notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For trees already installed prior to cut-off of water availability, the Contractor will continue to be responsible for providing water as required by specifications.

Contractor must provide the Program Manager with a scheduling for the watering of all trees and palms previously planted that are within the required watering period. The watering schedule must be provided on a monthly basis with the Contractor's invoice.

2.22 Staging Site

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor will be responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor will also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

2.23 Substantial Completion and Final Acceptance of Planting

Upon written notice from the Contractor that the Work at a site is complete and ready for inspection the Contractor must notify the Town's representative requesting that a substantial completion inspection be performed. The Town representative will make the arrangement for the inspection and notify the Contractor in writing of the time and date

Based on the substantial completion inspection, the Town will determine. (1) The Work meets all of the Contract Documents requirements and should be inspected, or (2) Work does not meet all of the requirements of the Contract Documents and requires corrective action.

Where the Town determines that the Work does not meet the requirements of the Contract Documents the Town will prepare a "punch list" that identifies all of the Work corrective Work that must be performed for the Town to accept the Work. The Town and the Contractor will determine a timeframe for completion of all of the corrective Work. Upon completion of the punch list the Contractor will request that another substantial completion inspection be conducted. Failure of the Contractor to complete the punch list work may result in the Town finding the Contractor in default. The Town may, at its sole discretion elect to complete or have completed the punch list Work by others should the Contractor fail to meet the stipulated timeframe. Should the Town elect to take such action any costs incurred by the Town will be deducted from any payments due the Contractor.

The Contractor will be notified in writing of the final acceptance of all Work.

2.24 Ownership of the Work

The Contractor will be solely responsible for all Work, including Trees, planting materials, supplies, and or equipment prior to final written acceptance. Contractor will be liable for all damage, theft, maintenance, health and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

2.25 Final Clean Up

Upon acceptance of the work and before final acceptance and final payment are made, the Contractor must remove from the site all machinery and equipment, and discard all rubbish, etc. Contractor must repair or replace in an acceptable manner private or public property which may have been damaged or destroyed due to his operations. The Project site must be left in a neat presentable condition. Material cleaned from the site and deposited on adjacent property will not be considered as having been disposed of in an acceptable manner.

2.26 Project Site Maintenance

In addition to the requirements of Article 2.20 the Contractor will be responsible for the disposal of all waste and other objectionable material created through planting operations and landscape construction, which must be removed completely on a daily basis from the Work site(s) or as directed by the Town. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

All excess fill must be removed and disposed of from the Work site(s) at no additional cost to the Town. The Town Manager or designee may elect to keep any excess fill and may direct the Contractor to move the excess fill to another Town site. The Town will compensate the Contractor for the additional fill at its direct cost.

END OF SECTION

3. TREE PLANTING SPECIFICATIONS

3.1 General

- a. The Work includes, but not be limited to, furnishing material, root pruning and Tree relocations where required, layout, requesting utility locations/markings, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking and guying where required, watering, pruning, weeding, mowing, cleanup, maintenance and warranty.
- b. Excavation Related to Inadequate Drainage: Some or all Work areas may contain existing materials such as, but not limited to, concrete, peat layer, limerock, and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage or proper Tree survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the Work. Therefore, the subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated in these specifications, under the heading of "Excavation of Tree Holes", which is in Article 3.14. Compensation for any removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed in order to fill the larger excavated area, are included in the Contract prices. The Contractor will not be entitled to additional compensation for this Work.

3.2 Certified Arborist

All tree planting, removal, or relocations must be performed under the direction and supervision of an ISA certified arborist ("Arborist"). The Contractor must make the Arborist available for tree health inspections and tree maintenance recommendations when requested by the Town.

3.3 Quality Assurance

- a. Standards
 1. Authority for Nomenclature, Species, Etc.
 - i. All Trees must conform to the names given in "Standardized Tree Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature and in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.
 2. Grade Standards
 - i. All Trees must be nursery grown and must comply with all required inspections, grading standards and Tree regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", the specification as described in the American Standard of Nursery Stock, ANSI Z60.1, Current Edition or with any superseding specifications that may be called for on the plans or in the specifications and as established by the Turfgrass

Producers Association of Florida, Inc. All Trees not listed in the "Grades and Standards for Nursery Plants," must conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, and (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.

- ii. Exception to "Grades and Standards": Any section of Florida Department of Agriculture's "Grades and Standards" which allows nails or spikes in the trunks of trees or palms are excluded from these specifications. These specifications prohibit nails and spikes in trunks.
- iii. All Trees and related materials must be free of noxious weeds both above and below ground, including nut grass.

3. Requirements for Various Tree Designations

i. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Trees

- Only burlap and other wrapping materials made of natural, biodegradable materials must be used.
- These Trees must be properly protected until they are planted. The Tree must be handled only by both the trunk and rootball at the same time and not by the trunk only. Any B&B or WB&B Tree which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the Tree such as a cracked or broken rootball or the roots that have been loosened within the ball, will be rejected.
- For Trees grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large Tree material, wired B&B Trees must be used. For WB&B Trees, before the Tree is removed from the hole, hog wire with approximately 1- to 1 1/2-inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) must be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling.

b. Container-Grown Trees (CG):

1. It is preferable that all Trees under this Contract be field grown. In the instance that requested a Tree is not available as field grown, Container-Grown (CG) Trees may be used subject to the approval of the Town. Any Container-Grown (CG) Trees which have become "pot bound" or "root bound" for which the top system is out of proportion (larger) to the size of the container, will not be accepted.
2. CG Trees must not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

c. Specimen Trees (Florida Fancy):

1. When specimen or Florida Fancy Trees are called for, they will be labeled as such on the plants and on Work Orders.

3.4 Trees

- a. All trees must be no less than Florida No. 1 equivalent, or better, at the time of installation and final acceptance.
- b. Habit of Growth: All trees must have a habit of growth that is normal for that species and must be sound, healthy, vigorous and free from insects, tree diseases and injuries.
- c. All Trees must be planted in accordance with ANSI A300 (Part 6), Planting and Transplanting Standards.
- d. Measurement of Trees & Ground Cover

1. Trees and Ground Cover

- i. Rootball: Requirements for the measurement of rootball diameter and depth must comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2" and as listed herein.

CALIPER	MINIMUM BALL DIAMTER	MINIMUM ROOTBALL DEPTH
1" - 1.5"	16"	75% of diameter
1.5" - 1.75"	20"	65% of diameter
1.75" - 2"	22"	65% of diameter
2" - 2.5"	24"	65% of diameter
2.5" - 3.5"	26"	65% of diameter
3.5" - 4"	28"	65% of diameter
4" - 4.5"	30"	60% of diameter
4.5"- 5"	32"	60% of diameter
5"- 5.5"	34"	60% of diameter
5.5" or more	Increase in proportion	Up to 48", then decrease in proportion or larger size diameter

- ii. Height: The height of the tree will be measured from finish grade and continue up to where the main mass of the Tree uniformly ends. The height must not include any singular or isolated parts of the tree, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the Tree.
- iii. Width: The width of tree must be measured from one side of where the main mass uniformly ends and continue to the other side of where the main mass of the tree uniformly ends. The width must not include any singular or isolated parts of the tree, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the Tree.

- iv. Caliper: The caliper of tree trunks must be measured three feet (3') above the ground unless another method of measurement is indicated otherwise on the plans.
- e. All sizes shown for trees available as part of this Contract are to be considered as minimums. All trees must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When Tree sizes are specified as a range of size, installed material must average the mean of the range specified.
- f. Die-Back and Leaf-Drop: Tree showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Town. Therefore, any trees with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.
- g. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning must not affect more than 10% of the total foliage prior to planting under a Work Order. Loss of foliage caused by seasonal change will be accepted.
- h. Spanish Moss: If Spanish Moss (*Tillandsia usneoides*) exists on trees, it must be completely removed prior to planting.
- i. Trees will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- j. Root pruning of Trees, when required by the Town, must be done a minimum of six (6) weeks or for a period as determined by the Town, prior to planting. Prior to root pruning, the Contractor must give 48-hour advance notice to the Town advising of the date to root prune any Tree. This will allow for any inspections during or after the root pruning, if necessary.

3.5 Transporting and Handling of Palms, Trees, and Container Materials

Transport material on vehicles large enough to allow Trees to be uncrowded. Cover to prevent wind damage during transit.

3.6 Topsoil and Sand

- a. Topsoil for use in preparing soil for backfilling tree pits must be twenty percent (20%) muck and eighty percent (80%) sand and be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site. It must contain three (3) to five (5) percent decomposed organic matter and must be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It must not contain toxic substances, which may be harmful to Tree growth. Provide soil from ground that has never been stripped, with a slight acid reaction (5.0 to 7.0 pH) and without an excess of calcium or carbonate, delivered in a friable condition. See tree planting detail for extent of backfilling requirements.
- b. Sand must be coarse, clean, well-draining native sand. Contractor must submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the Town.

3.7 Weed Barrier Cloth

Weed barrier cloth must be a woven, needle-punched polypropylene, 28 mil thickness, 22 x 11 substrate, with combined substrate and fiber weight of 4.8 ounces per square yard, 25 gallons per square foot per minute permeability, 2500 carbon arc hours UV protection, Pro 5 Weed Barrier by DeWitt or equal (1-800-888-9669).

3.8 Fertilizer

a. Type of Fertilizer

1. Trees, Shrubs, Groundcover & Sod: Must be a granular fertilizer having an analysis of 6-6-6 derived from the following sources:

Total Nitrogen		6.0%
Derived from activated sludge urea-form, sulfur-coated urea and potassium nitrate	0.75%	
Ammoniac	0.00%	
Water soluble	5.00%	
Water insoluble	0.25%	
Phosphoric Acid		6.0%
Derived from triple super phosphate		
Water soluble potash		6.0%
Derived from Sulfate of Potash Magnesium, Potassium Nitrate, Sulfate of Potash, and activated sludge		
Total Magnesium		2.41%
Water soluble: Derived from Sulfate of Potash Magnesium		
Total Manganese		0.77%
Derived from Manganous Oxide		
Total Boron		0.02%
Derived from Sodium Borate		
Total Copper		0.07%
Derived from Copper Oxide		
Total Zinc		0.08%
Derived from Zinc Oxide		
Total Iron		1.00%
Derived from Iron Oxide and Ferrous Sulfate		
Total Chlorine		2.00%

- b. Composition and Quality: All fertilizer must be uniform in composition and dry. Granular fertilizer must be free flowing and delivered in unopened bags. All bags, containers or boxes must be fully labeled with the manufacturer's analysis.

- c. All must comply with the State of Florida fertilizer laws.

3.9 Staking and Guying

- a. Staking and guying must not be attached to the trees with nails. Any method of staking and guying, other than those indicated in ANSI A300 (Part 6)-2012 Planting and

Transplanting/2015 FOOT Design Standards where applicable must receive approval from the Town prior to their installation. Refer to the heading "Setting of Trees", as detailed in Article 3.15 for additional information.

- b. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances and code requirements.

3.10 Tree Root Barriers

- a. 18" and 24" tree root barriers must be black, injection molded panels with a minimum of 0.080" wall thickness in modules 24" long; manufactured with a minimum 50% post-consumer recycled polypropylene plastic with added ultraviolet inhibitors. Each panel must have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and an integrated zipper joining system. 18" and 24" deep tree root barriers must be #UB 18-2 and #UB 24-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- b. 36" and 48" tree root barriers must be black polyethylene extruded panels with added ultraviolet inhibitors and a minimum of 0.080" wall thickness in modules 24" long. Each panel must have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and a self-joining system. 36" and 48" deep tree root barriers must be #UB 36-2 and #UB 48-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- c. When a tree is planned to be installed adjacent to public hardscape, i.e. sidewalk, street, a root barrier may be installed at the Town's request. The Contractor is responsible for installing all tree root barriers in accordance with the manufacturer installation standards.

3.11 Mulch

Mulch must be 100% Double Shredded Cypress Mulch, Grade A. Color to be selected by Town.

3.12 Grading

- a. It is the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Work Order, that may include plans, drawings or sketches.
- b. Tree Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs must be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise in the Work Order, that may include plans, drawings or sketches, and the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing.

3.13 Herbicide Treatment

In all areas infected with weed or grass growth, a systemic herbicide, such as "Roundup", must be applied per manufacturer's rates. When it has been established where work will be done, the

systemic herbicide must be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor must schedule its Work to allow more than one application to obtain at least 98% kill of undesirable growth. Once the existing vegetation is dead, excavate and haul to a legal dumpsite the vegetation and the top two-inches (2") of existing soil/sand. The Contractor must exercise extreme care to prevent damage to desirable existing growth. If necessary, the Contractor must conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

Upon the request of the Program Manager, the Contractor must provide a schedule for herbicide treatment.

3.14 Preparation

- a. Utility Locates: Contractor must contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Contractor.
- b. Staking Tree Locations: Stake or mark Tree I locations prior to Tree hole excavation, based on information from the plans.
- c. Contractor should reference 2015 FOOT Design Standards when preparing a site for planting, unless otherwise directed by the Town.
- d. Sub-surface Conditions: Some or all work areas may be compacted or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper Tree survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor is responsible for insuring adequate drainage in these areas and must remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor will be required to perform additional excavation on the holes for all trees. This additional excavation must be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plan survival and growth.
- e. The Contractor must remove all existing concrete, asphalt concrete and rocks over four inches in diameter, above and below grade in planting pits, from areas to be landscaped.
- f. Excavation of Tree Holes
 1. General
 - i. Excavation of Tree holes must be roughly cylindrical in shape with the sides approximately vertical. The Town reserves the right to adjust the size and shape of the Tree hole and the location of the Tree in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.
 - ii. The excess excavated material from the Tree holes must not be used to backfill around the Tree. Such material must be disposed of offsite at the expense of the Contractor.
 - iii. Contractor must remove any existing roots that may impact the planting of a new tree.

2. Trees

- i. Depth of hole must be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage as per Articles 3.1 and this Article.

3.15 Installation

a. Setting of Trees

1. Trees must be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the Trees must rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. The practice of plunging, burying or planting any Tree such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in these specifications, details or it is approved in writing by the Town prior to such action being taken. The trees must be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Town reserves the right to realign any trees after it has been set.
 2. Trees too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
- b. Backfilling: Use soil prepared as described in this Section. Backfill the bottom two-thirds (2/3) of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third of the hole with planting soil, tamping and watering to eliminate air pockets.
- c. Apply fertilizer to trees three (3) weeks after planting.
- d. Contractor must, for fertilizer for large trees that requires five (5) pounds or more of fertilizer, Place fertilizer evenly spaced at the edge of the root ball into holes poked in the soil to a depth that allows the fertilizer to be poured below the root zone of adjacent shrubs and grass, to avoid burning of these Trees.
- e. Water Trees and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off Tree leaves immediately after fertilizing.
- f. Mulch: Within 24 hours after planting, Contractor must apply mulch in the planted area(s). The mulch must be uniformly applied to a depth of approximately one inch, or other depth as indicated otherwise, over all shrub and ground cover areas, (except Wedelia) and in three-foot (3') diameter circles around trees and palms in sod areas. Keep mulch back one (1") inch from trunks or stems.
- g. Staking and Guying

1. As detailed in in ANSI A300 (Part 6)-2012 Planting and Transplanting/2015 FDOT Design Standards where applicable.
2. The Contractor must remove and dispose of materials when it is determined that sufficient time has elapsed for the roots to stabilize the Tree, and as approved by the Town.

h. Watering After Planting

1. Initially, water the Tree to develop uniform coverage and deep water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from Tree roots.
2. Provide continuous watering of Tree and sod after planting in order to achieve optimum growth conditions to establish the Tree. Water must be applied as necessary and the amount of water and frequency of watering must be based on the specific needs of each tree type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering must begin after the Tree is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All trees must be hand-watered during this period. Hand watering may be performed by truck or tank if water is not available at the site. Do not rely on any irrigation system that may be present to achieve this task. It may deliver the volume of water required, without flooding areas beyond where water is needed or over-watering other landscape material or it may not be operational. New sod that is needed as a result of the Work performed, must be of the St. Augustine variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
3. Canopy watering of existing, transplanted trees may be required at the discretion of the Town, using misting heads on PVC risers to cover entire canopy. Operate by hand or on a time clock to spray as required to keep soil at root ball from getting too wet.

i. Pruning and Thinning

1. All Work must be consistent with ANSI 300 Standards.
2. The amount of general pruning and thinning must be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning and thinning must be done in such a manner as not to change the natural habit or shape of a Tree. The Town must be contacted prior to performing any major pruning and thinning. The Town may elect to be present during any pruning and thinning.
3. All broken or damaged roots must be cut off smoothly.
4. "Hat racking" will only be allowed with the prior written approval of the Project Manager.

j. Weeding

1. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree, they must be removed. This condition will apply during the construction, maintenance and warranty periods.
2. If necessary, the planting material, mulch, sand or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.

k. Removal of Tree Material

1. All Trees to be removed must be removed completely, including the rootball, from the job or as directed by the Town. The remaining hole must be filled with suitable material or planting soil as directed by the Town.

3.16 Responsibility Prior to Final Acceptance

A. Maintenance Prior to Final Acceptance:

1. Maintenance will begin immediately after each Tree is planted and continue except for the watering indicated in the paragraph below. The watering must begin as indicated and must continue until completed, even if the indicated period goes beyond the time of final acceptance.
2. Tree maintenance includes watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead Trees, resetting Trees to proper grades or upright position, maintenance of the watering saucer, fertilizing, and all other care needed for proper growth of the Trees.
3. Immediately after planting, each Tree must be watered and the watering period must continue until final acceptance or for a minimum of 60 consecutive calendar days, whichever is greater in time. Refer to the section entitled "Watering" for additional requirements.
4. All Tree material must be weeded once a week. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten Tree material, the weeds must be removed as directed by the Town. If necessary, the Tree material, mulch, sand or planting soil must be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
5. Insecticides and Fungicides:
 - a. Contractor must apply all insecticides and fungicides as needed, for complete control of pests and diseases during the warranty period. The materials and methods must be in accordance with highest standard horticultural practices, and approved by the Town, prior to implementation.

- b. When a chemical is being applied, the person using it must have in their possession, a specimen label and the Material Safety Data Sheet. Also, the chemical must be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency are to be used. No products containing 2-4D must be used.
 - c. The spraying of insecticides and other such chemicals are to be confined to the individual Tree. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual Tree, is strictly prohibited.
 - d. The implementation of control measures for pests and disease infestations must be in strict compliance with all federal and local regulations. Upon request, the Contractor must furnish documentation of such compliance.
 - e. All insecticides must be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator must have the license/certification in their possession when insecticides are being applied.
6. Protection: Planted Trees must be protected against trespassing and damage. If any Trees become damaged or injured, they must be treated or replaced as directed and in compliance with the specifications at no additional cost to the Town. No Work is to be done within or over planting areas or adjacent to Trees without proper safeguards and protection.
7. Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets, terraces, decks and pavers free of Tree cuttings, debris and stains.
8. Material rejected during the course of construction must be removed within ten (10) working days and replaced before an inspection for completion will be scheduled.
9. If the Contractor fails to perform maintenance consistent with these specifications, as determined by Town then Town may perform any necessary maintenance and back-charge the Contractor for labor and materials.
- B. Survival and Conditions: The Contractor will be responsible for the proper maintenance and the survival and condition of all landscape items from the time a landscape item is installed until final acceptance.
- C. Replacement: Replacement of trees is the sole responsibility of the Contractor including the possible replacement of Tree material resulting from removal by theft or vandalism or acts of negligence on the part of others. All Tree material must be alive and in good growing condition for each specific kind of Tree at the time of final acceptance.
- D. Rating: The rating of Tree material according to Florida Grades and Standards must be equal to or better than that called for on the plans and in these specifications at the time of final acceptance.

PART 2: TREE REMOVAL AND DISPOSAL/STUMP REMOVAL/TREE RELOCATION SERVICES

3.17 Work to be Performed

A. The Work to be done under this section of the specifications consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to perform the following Work throughout the Town:

1. Tree & Palm Removal and Disposal

- i. Work includes stump and complete root system and ball removal, and disposal.
- ii. For Trees and Palms in excess of 36", Work Order to detail specifications for removal/disposal inclusive of all Work to be performed, materials to be used and breakdown of costs.

2. Stump Removal

- i. Work includes root system and ball removal, and disposal.

3. Tree Relocation

- i. Work includes root severing, root ball protection, watering for six (6) weeks, 2 days per week pre-transplant, calling for locates, digging new planting site, and watering for eight (8) weeks, 2 days per week post-transplant.
- ii. For relocation of Trees in excess of 18", Work Order to detail specifications for relocation inclusive of all Work to be performed, materials to be used and breakdown of costs.

4. Grading

- i. All plant material to be removed must be removed completely, including the rootball, and disposed of in accordance with the requirements of the Contract. The remaining hole must be filled with suitable material or planting soil as directed by the Town.
 - a. It is the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Work Order, which may include plans, drawings or sketches.
 - b. Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs must be set so that the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing or as otherwise indicated in the Work Order.

5. Sod Installation

- i. New sod that is needed as a result of the Work performed, must be of the St. Augustine variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
- B. The Work includes, but not be limited to, tree removal, proper disposal methods meeting environmental standards, requesting utility locates/markings, tree relocation, protection to the public, maintenance of traffic, excavation, stump grinding, backfilling, cleanup, maintenance and guarantee. In cases where there is a utility conflict, the Contractor shall use all possible means and methods, inclusive of manual work such as hand digging, to perform the Work and avoid damage to utilities.
- C. All Work must be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

END OF SECTION

4. CONTRACT PRICING

Contractor will be compensations based on the pricing established in this Section for the Work performed under a Work Order. The pricing for the Work under the Contract will be based on the following:

1. Furnish & Install

The Contractor is responsible for furnishing, delivery, installation and maintenance of the Trees.

2. Install Only

The Contractor is responsible for installation and maintenance of the Trees and will be compensated under the "Installation Only" category.

3. Delivery and Install

Contractor will be responsible for the pick-up and delivery of the Tree(s) from a third party site, as well as installation and maintenance of the Trees

4. Stump Removal

Includes performing all work required by the Contract

5. Relocation

Includes performing all work required by the Contract

6. Root Barrier Installation

Includes root barrier material purchase, delivery and installation

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END OF SECTION

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP #16-03
TREE PLANTING PROGRAM
UNIT PRICE AMOUNT**

BASE PROPOSAL

The Contractor must furnish all labor, materials, equipment, and supervision required to deliver, furnish and install trees throughout the Town for the Town's Tree Planting Program. Work includes but is not limited to installing trees, staking/guying, root barriers (where the Work Order requires installation), planting soil, tree removals/relocations, stump and root removals, mulching, grading, herbicide treatment, watering, fertilizing, weed removal, grow-in period maintenance (for installed trees), removal and disposal as applicable to the work required by the Work Order, as stated in Sections 2, 3, and 4.

Total Amount of Proposal: _____

Amount Written: _____

TREE RELOCATION			
ITEM #	DESCRIPTION	DBH (Diameter at Breast Height)	UNIT COST
1	Tree Relocation	0"-6"	\$
2	Tree Relocation	>6"-12"	\$
3	Tree Relocation	>12"-18"	\$
Note: For Relocations in excess of 18" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount: Tree Relocation			\$

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF FLOWERING TREES			
ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST SIZE: 25 GAL. 10'H – 12'H	UNIT COST SIZE: 45 GAL. 12'H – 14'H
1	Bauhinia variegata candida, White Orchid Tree	\$	\$
2	Bombax ceiba, Silk Cotton Tree	\$	\$
3	Brachychiton acerifolia, Illawarra Flame Tree	\$	\$
4	Brya ebenus, Cocuswood	\$	\$
5	Bulnesia arborea, Verawood	\$	\$
6	Butea monosprema, Palash	\$	\$
7	Caesalpinia sp. Dwarf poinciana	\$	\$

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST SIZE: 25 GAL. 10'H – 12'H	UNIT COST SIZE: 45 GAL. 12'H – 14'H
8	Caesalpinia granadillo, Bridalveil Tree	\$	\$
9	Cananga odorata, Cananga Tree	\$	\$
10	Cassia bakeriana, Pink Shower Tree	\$	\$
11	Cassia fistula, Golden Shower Tree	\$	\$
12	Cassia grandis, Pink Shower Tree	\$	\$
13	Cassia javanica, Java Cassia	\$	\$
14	Cassia surattensis, Glaucus cassia	\$	\$
15	Chorisia speciosa, Floss Silk Tree	\$	\$
16	Cordia sebestena, Orange Geiger	\$	\$
17	Delonix regia, Royal Poinciana	\$	\$
18	Eugenia sp., Stoppers/Surinam cherry	\$	\$
19	Lagerstroemia speciosa, Queen's Crape Myrtle	\$	\$
20	Lagerstroemia indica, Crape Myrtle	\$	\$
21	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	\$	\$
22	Magnolia grandifolia 'Little Gem', Dwarf Southern Magnolia	\$	\$
23	Murraya paniculata, Orange jessamine	\$	\$
24	Myrica cerifera, Wax myrtle	\$	\$
25	Pachira aquatic, Water Chestnut	\$	\$
26	Plumeria rubra, Plumeria	\$	\$
27	Sideroxylon salicifolium, Willow Busic	\$	\$
28	Spathodea campanulata, African tuliptree	\$	\$
29	Tabebuia cariaba, Yellow Tabebuia	\$	\$
30	Tabebuia heterophylla, Pink Tabebuia	\$	\$
31	Tabebuia impetiginosa, Purple Tabebuia	\$	\$
32	Tipuan tipu, Rosewood and Pride of Bolivia	\$	\$
33	Triplaris cumingiana, Ant Tree	\$	\$
Total Amount for Each Size:		\$	\$
Total Amount for All Sizes: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Flowering Trees		\$	

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF SMALL TREES				
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON) SMALL TREES	UNIT COST SIZE: 15 GAL. 5'H – 6'H	UNIT COST SIZE: 25 GAL. 8'H – 10'H	UNIT COST SIZE: 45 GAL. 10'H – 12'H
34	Canella winterana, Wild Cinnamon	\$	\$	\$
35	Chrysophyllum oliviforme, Satinleaf	\$	\$	\$
36	Conocarpus erectus var. sericeus, Silver Buttonwood	\$	\$	\$
37	Eriobotrya, japonica, Loquat	\$	\$	\$
38	Eugenia axillaris, White Stopper	\$	\$	\$
39	Eugenia rhombea, Red Stopper	\$	\$	\$
40	Ilex cassine, Dahoon Holly	\$	\$	\$
41	Ilex glabra, Inkberry	\$	\$	\$
42	Ilex x attenuata, East Palatka Holly	\$	\$	\$
43	Jatropha integerrima, Jatropha Standard Red	\$	\$	\$
44	Ligustrum lucidum, Wax Privet	\$	\$	\$
45	Pinus elliotti var densa, South Florida Slash Pine	\$	\$	\$
46				
Total Amount for Each Size:		\$	\$	\$
Total Amount for All Sizes: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Small Trees		\$		

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF CANOPY TREES				
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON) SHADE TREES	UNIT COST SIZE: 25 GAL. 10'H – 12'H	UNIT COST SIZE: 45 GAL. 12'H – 14'H	UNIT COST SIZE: 65 GAL. 14'H – 16'H
47	Bucida buceras var., Shady Lady Black Olive	\$	\$	\$
48	Busera Simaruba, Gumbo Limbo	\$	\$	\$
49	Calophyllum brasiliense, Brazilian Beautyleaf	\$	\$	\$
50	Chrysophyllum oliviforme, Satinleaf	\$	\$	\$
51	Coccoloba diversifolia, Pigeon Plum	\$	\$	\$
52	Coccoloba uvifera, Seagrape	\$	\$	\$
53	Conocarpus erectus var. sericeus, Silver Buttonwood	\$	\$	\$
54	Conocarpus erectus, Green Buttonwood	\$	\$	\$
55	Krugiodendron ferreum, Black ironwood	\$	\$	\$

ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON) SHADE TREES	UNIT COST SIZE: 25 GAL. 10'H – 12'H	UNIT COST SIZE: 45 GAL. 12'H – 14'H	UNIT COST SIZE: 65 GAL. 14'H – 16'H
56	Lysiloma bahamensis, Wild tamarind	\$	\$	\$
57	Lysiloma latisiliquum, Wild tamarind	\$	\$	\$
58	Lysiloma sabicu, Sabicu	\$	\$	\$
59	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	\$	\$	\$
60	Manilakara roxburghiana, Minusops	\$	\$	\$
61	Myrcianthes fragrans, Simpson Stopper	\$	\$	\$
62	Norohnia emarginata, Madagascar Olive	\$	\$	\$
63	Pinus ellioti var densa, South Florida Slash Pine	\$	\$	\$
64	Peltophorum pterocarpum, Yellow poinciana	\$	\$	\$
65	Pongamia pinnala, Pongam	\$	\$	\$
66	Quercus laurifolia, Laurel Oak	\$	\$	\$
67	Quercus virginiana, Live Oak	\$	\$	\$
68	Simarouba glauca, Paradise Tree	\$	\$	\$
69	Swietenia mahagoni, Mahogani	\$	\$	\$
70	Tamarindus indica, Tamarind	\$	\$	\$
71	Taxodium distichum, Bald Cypress	\$	\$	\$
Total Amount for Each Size:		\$	\$	\$
Total Amount for All Sizes: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Canopy Trees		\$		

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF SABAL PALM TREES WITH GREY WOOD			
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 8'H – 10'H	UNIT COST SIZE: 12'H – 14'H
72	Sabal Palmetto, Cabbage Palm, Minor, Slick	\$	\$
Total Amount for Each Size:		\$	\$
Total Amount for All Sizes: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Sabal Palm Trees with Grey Wood		\$	

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF PALM TREES WITH GREY WOOD				
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 6'H – 8'H SINGLE	UNIT COST SIZE: 8'H – 10'H SINGLE	UNIT COST SIZE: 12'H – 14'H SINGLE
73	Acoelorrhaphe wrightii, Paurotis Palm	\$	\$	\$
74	Archontophoenix alexandrae, Alexandra Palm	\$	\$	\$
75	Bismarckia nobilis, Bismarck Palm	\$	\$	\$
76	Butia capitata, Pindo Palm	\$	\$	\$
77	Caryota mitis, Clustered fishtail Palm	\$	\$	\$
78	Chamaedorea cataractarum, Cat Palm	\$	\$	\$
79	Chamaedorea seifrizii, Bamboo Palm	\$	\$	\$
80	Chamaerops humilis, European fan Palm	\$	\$	\$
81	Cocos nucifera 'Green Malayan', Green Malayan coconuts; Straight trunks	\$	\$	\$
82	Cocos nucifera 'Maypan', Maypan coconuts;	\$	\$	\$
83	Coccothrinax argentata, Silver Palm	\$	\$	\$
84	Dictyosperma album, Hurricane Palm	\$	\$	\$
85	Dypsis/Neodypsis decaryi triangle Palm	\$	\$	\$
86	Hyophorbe lagenicaulis, Bottle Palm	\$	\$	\$
87	Hyophorbe verschaffeltii, Spindle Palm	\$	\$	\$
88	Latania loddigesii, Blue lantania	\$	\$	\$
89	Livistona chinensis, Chinese fountain/fan Palm	\$	\$	\$
90	Phoenix canariensis, Canary Island date Palm	\$	\$	\$
91	Phoenix dactylifera 'Medjool', Medjool Date Palm; Straight cut & pressure cleaned	\$	\$	\$
92	Phoenix reclinata, Senegal date Palm	\$	\$	\$
93	Phoenix sylvestris, Wild Date Palm	\$	\$	\$
94	Pseudophoenix sargentii, Buccaneer Palm	\$	\$	\$
95	Ptychosperma elegans, Solitaire Palm	\$	\$	\$
96	Ptychosperma macarthuri, MacArthur Palm	\$	\$	\$
97	Roystonea regia, Florida Royal Palm	\$	\$	\$
98	Syagrus romanzoffianum, Queen Palm	\$	\$	\$
99	Thrinax spp., Thatch Palm	\$	\$	\$

ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 6'H – 8'H SINGLE	UNIT COST SIZE: 8'H – 10'H SINGLE	UNIT COST SIZE: 12'H – 14'H SINGLE
100	Washingtonia robusta, Mexican fan Palm	\$	\$	\$
101	Veitchia winin, Winin Palm	\$	\$	\$
Total Amount of Each Size:		\$	\$	\$
Total Amount for All Sizes: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Palm Trees with Grey Wood		\$		

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF PALM TREES WITH GREY WOOD				
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 6'H – 8'H DOUBLE	UNIT COST SIZE: 8'H – 10'H DOUBLE	UNIT COST SIZE: 12'H – 14'H DOUBLE
102	Adonidia merrilli, Christmas Palm	\$	\$	\$
103	Coccothrinax argentata, Florida Silver Palm	\$	\$	\$
104	Phoenix roebelenii, Pygmy Date Palm	\$	\$	\$
105	Ptychosperma elegans, Solitaire Palm	\$	\$	\$
106	Veitchia montgomeryana, Montgomery Palm	\$	\$	\$
107	Wodyetia bifurcate, Foxtail Palm	\$	\$	\$
TOTAL AMOUNT FOR EACH SIZE:		\$	\$	\$
TOTAL AMOUNT FOR ALL SIZES: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Palm Trees with Grey Wood		\$		

ALL INCLUSIVE PURCHASE, DELIVERY, INSTALLATION, AND GROW IN MAINTENANCE OF PALM TREES WITH GREY WOOD				
ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 6'H – 8'H TRIPLE	UNIT COST SIZE: 8'H – 10'H TRIPLE	UNIT COST SIZE: 12'H – 14'H TRIPLE
108	Coccothrinax argentata, Florida Silver Palm	\$	\$	\$
109	Ptychosperma elegans, Solitaire Palm	\$	\$	\$
110	Veitchia montgomeryana, Montgomery Palm	\$	\$	\$
111	Wodyetia bifurcate, Foxtail Palm	\$	\$	\$
TOTAL AMOUNT FOR EACH SIZE:		\$	\$	\$
TOTAL AMOUNT FOR ALL SIZES: All Inclusive Purchase, Delivery, Installation, and Grow in Maintenance of Palm Trees with Grey Wood		\$		

GRAND TOTAL	\$
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Note: The unit price is to include ALL costs inclusive of the cost of mobilization.

END OF SECTION

**SECTION VI
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03**

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016 by and between the Town of Cutler Bay, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 16-03 for TREE PLANTING PROGRAM ("RFP"), including the Detailed Specifications set forth herein, which RFP is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the "Work").
2. **COMPENSATION/PAYMENT**
 - 2.1 Contractor shall provide the Town with an invoice on a monthly basis.
 - 2.2 For Work completed and performed. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon Work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval an acceptance of the Work by the Town Manager or his designee. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
 - 2.3 Contractor shall be compensated in accordance with the unit prices specified in the Proposal, attached hereto as Exhibit "A", based upon the actual Work and approved by the Town completed for the month.
3. **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFP and as provided in this Agreement, unless extended by the Town Manager.
4. **PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. **INDEMNIFICATION**

- 5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6. **AGREEMENT DOCUMENTS** - The following documents shall, by this reference, be incorporated and made a part of this Agreement:

Request for Proposals No. 16-03 for TREE PLANTING PROGRAM;
All Addendums issued to the RFP;
Agreement;
Proposal of Contractor;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES**

- 7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide Work or services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Public Works" will be required on vehicles at all times.

9. **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage's shall include a minimum of:

- 9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

10. **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
11. **TERMINATION**
- 11.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause if the Contractor defaults on any material term of this Agreement. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.
- 11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
12. **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
13. **PUBLIC RECORDS LAW** The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, CONTRACTOR shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the TOWN MANAGER, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or

confidential and exempt from public records disclosures requirements. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Jacqueline N. Wilson, Town Clerk
Mailing address: 10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
Telephone number: (305) 234-4262
Email: jwilson@cutlerbay-fl.gov

14. **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
17. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
19. **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this

Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

- 20. **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 21. **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
- 22. **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 23. **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 24. **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Cutler Bay
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL 33189
Attention: Town Clerk

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
Jacqueline N. Wilson, Town Clerk

By: _____
Rafael G. Casals, Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

**SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #16-03**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Section 1.01 CHECK LIST	FORMS ATTACHED	
Proposal Package: One (1) original, Four (4) copies, and a CD	Yes_____	No_____
Proposal Form	Yes_____	No_____
List of Proposed Sub-Contractors	Yes_____	No_____
Contract/Agreement	Yes_____	No_____
Proposal Confirmation	Yes_____	No_____
Equipment List	Yes_____	No_____
Scope of Services/Plan	Yes_____	No_____
Proposer's Qualifications	Yes_____	No_____
Proposer's References	Yes_____	No_____
Indemnification Clause	Yes_____	No_____
Non-Collusive Affidavit	Yes_____	No_____
Drug-Free Workplace Form	Yes_____	No_____
Sworn Statement on Public Entity Crimes	Yes_____	No_____
Exception to the Request for Proposals	Yes_____	No_____
Proposal Bond	Yes_____	No_____
Performance Bond	Yes_____	No_____
Addendum Acknowledgement Form	Yes_____	No_____
Anti-Kickback Affidavit	Yes_____	No_____
Proof of Insurance	Yes_____	No_____

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

4. If Proposer is an individual or a partnership, answer the following: _____

- a. Date of organization: _____

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No _____

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name _____

Title _____

Phone #: _____

Email: _____

**TOWN OF CUTLER BAY
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PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Contractor

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Contractor Signature

END OF SECTION

**SECTION XII
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

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

WITNESS, my hand and official seal this ____ day of _____, 2016.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

**SECTION XV
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

(Name of Business)

- 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's 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 Proposal 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 on the commodities or contractual services that are under Proposal, the employee will agree 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.
- 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.

Proposer's Signature

Date

Print Name

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

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

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

signing this sworn statement: _____)

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

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

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

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for

fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

END OF SECTION

**SECTION XVI
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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 HAT 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.

Proposer's Name

Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2016.

Personally known _____

OR produced identification _____ Notary Public State of Florida at Large

(Type of identification)

My commission expires _____

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

**SECTION XVIII
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five-thousand dollars (\$5,000.00).

Five Thousand Dollars

(Written Dollar Amount)

dollars (\$ 5,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

TREE PLANTING PROGRAM

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP # 16-03**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of five thousand dollars (\$5,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Five Thousand and NO/100 (\$5,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ and attested in its name by its _____ under its corporate seal, this day of _____ A.D., 2016.

Signed, sealed and delivered in the presence of:

As to Principal

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

As to Surety

BY: _____
Resident Agent

END OF SECTION

**SECTION XIX
TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP # 16-03
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, TREE PLANTING PROGRAM, RFP# 16-03, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2016 with Owner for **XXXXXXXXXXXXXXXXXX** in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for TREE PLANTING PROGRAM for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, 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, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2016.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]

Type Name and Title signed above

**TOWN OF CUTLER BAY
TREE PLANTING PROGRAM
RFP #16-03
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

Telephone No.: _____

END OF SECTION

