

TOWN OF CUTLER BAY

**PARKS AND RECREATION DEPARTMENT
REQUEST FOR PROPOSALS
RFP # 19-07**



PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSAL DUE DATE & TIME
TBA at TBA

MANDATORY "PRE-RFP" MEETING DATE & TIME:
TBA at TBA

TOWN OF CUTLER BAY
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PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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TOWN OF CUTLER BAY
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ADVERTISEMENT FOR PROPOSALS

The Town of Cutler Bay is requesting proposals from qualified proposers to provide for the PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES for the Town of Cutler Bay. **Interested proposers should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up during normal business hours at the office of the Town Clerk, Debra E. Eastman, MMC, located at:**

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

Sealed submittals including one (1) original and three (3) copies of the submittals PLUS a USB containing all documents submitted must be received no later than TBD on TBD and be clearly marked on the outside, **"RFP # 19-07 PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES"**, by **Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

A Mandatory Pre-RFP Meeting will be held on TBD at TBD in the Town Hall Council Chambers, 10720 Caribbean Blvd., Cutler Bay, Florida 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.

Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.

Pursuant to Town Code Chapter 24, Article II, Section 24-228 of the Town Charter, 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 Section 4-19 of the Town Code; 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.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

SECTION I
INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of a proposer to provide PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES for ten (10) Town-owned parks and parkways.

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

1. SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of Silence begins	TBA	TBA
2	<u>Mandatory</u> Pre-RFP Meeting 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	TBA	TBA
3	Deadline to Submit Questions	TBA	TBA
4	Deadline to Town Responses to Questions	TBA	TBA
5	Deadline to Submit RFP-Response	TBA	TBA
6	Evaluation of Proposals	TBA	TBA
7	Announcement of selected Proposers/Cone of Silence ends	TBA	TBA

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

1.1 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-Proposer, 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 "Proposer" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Proposer Administrator" shall mean the Town Manager or 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 proposer will perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal. Include information as to level of staff to be assigned, a list of products/chemicals used including MSDS sheets for each and a list of equipment.

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 Debra E. Eastman, MMC, Town Clerk at (305) 234-4262 or Email: deastman@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 Meeting on TBA, at **TBA**, Town Hall, 10720 Caribbean Blvd., Suite 115 (Council Chambers), Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the site 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 three (3) copies of the Proposal PLUS a USB containing all documents submitted shall be submitted no later than TBA at **TBA** 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:

Parks landscape/grounds maintenance services

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Proposal Opening: TBA

Time: TBA

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 Debra E. Eastman, MMC – Town Clerk, Email: deastman@cutlerbay-fl.gov on or before TBA at TBA. 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>
Scope of Services / Plan	20
Proposer Qualifications	20
References (Relevant experience)	10
Cost	<u>50</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):

SCOPE OF SERVICES (20 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.

PROPOSER QUALIFICATION (20 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.

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.

COST (50 POINTS): Each proposer shall provide a lump sum cost per year for the service provided and term of contract. The Town will be processing contract payments on a monthly basis. The Town as part of their evaluation may perform an inspection of the Proposer’s facilities. The Selection Committee, Town Manager, or 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 TBA, a request for clarification via fax (305) 234-4251 or Email: deastman@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's 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 bid 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) 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's Council.

The Town 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. BID BOND

Each Proposal must be accompanied by a Bid Bond or Cashiers Check, in an amount no less than five percent (5%) of the proposal **annual** amount. All Bid Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 45 days after proposal opening.

12. 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.

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 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.

13. CONTRACT TERM

The initial Contract Term shall be for three (3) years, with the Town's option to renew annually not to exceed a maximum three (3) additional years. The Town will process payments on a monthly basis [thirty-six (36) equal payments]. 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 years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Proposer received no later than 30 days prior to the date of termination.

14. 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 subproposers) working on the project for whom a Certificate of Competency is required.

15. 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.

16. 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.

17. 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.

18. 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.

19. ASSIGNMENT

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

20. 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.

21. 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 Code Chapter 24, Article II, Section 24-228 of the Town Charter. 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 bid, between:

A potential vendor, service provider, proposer, bidder, 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 bid after the advertisement of said RFQ, RFP, or bid. 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-bid 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

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- prohibited by the applicable RFQ, RFP or bid documents. The 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 bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - 6) communications with the Town Attorney and his or her staff;
 - 7) duly noticed site visits to determine the competency of proposers regarding a particular bid during the time period between the opening of bids 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, bidder, 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 shall render any RFQ award, RFP award or bid award to said proposer voidable by the Town Council and/or Town Manager.

21. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Town Code Chapter 24, Article II, Section 24-228 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.

21.1 VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town, 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.

22. 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.

END OF SECTION

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SECTION II SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS

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

1.1 Commercial General Liability

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

1.2 Workers' Compensation

Workers Compensation and Employer's Liability insurance, 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 \$1,000,000.00 each accident. No employee, subproposer or agent of the Proposer shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

1.3 Business Automobile Liability

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

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

6. SUB-PROPOSERS

6.1 Sub-Proposers Terms

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

6.2 Sub-Proposers Agreement

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

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 bid 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 Proposer, supplier, subproposer, 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 BOND

Simultaneous with the delivery of the executed contract to the Town, the Proposer shall furnish to the Town an executed performance bond in the amount equal to one hundred percent (100%) of the

annual bid 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 Proposer 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 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 designee nor shall the presence of an inspector relieve the Proposer from any requirements of the Contract.

10.2 Landscape Maintenance Report

The Proposer must complete a Landscape Maintenance Report form and submit it to the attention of the Parks and recreation Director within twenty-four (24) hours of completing any work. All work will be inspected by the Parks and Recreation Director promptly after receipt of the Landscape Maintenance Report form, which must be approved before payment is rendered. Unsatisfactory items will be identified and explained on the form by the Parks and Recreation Director. Forms with comments will be returned to the Proposer. Unsatisfactory items must be corrected by the Proposer within two (2) business days. A failure in the Proposer's responsibility as outlined above will result in a payment withholding.

10.3 Inspection

The Town's Parks and Recreation 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 Proposer's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.4 Payment

Proposer 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 Proposer pursuant to the Florida Prompt Payment Act.

END OF SECTION

TOWN OF CUTLER BAY

RFP # 19-07

PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

19 of 89

SECTION III DETAILED REQUIREMENTS/SCOPE OF SERVICES

1. SCOPE OF SERVICES

The Proposer shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to complete the work outlined below.

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Parks & Recreation Department Director or designee.

Special attention shall be given to specified areas prior to national holidays and holiday weekends to ensure that the Town is at its best during these times. Proposer will verify that all required maintenance has been properly performed no more than two (2) days in advance of holidays and holiday weekends. Special event sites may require specific days of the week for maintenance.

Proposer must make a written request and receive approval prior to the following: changing any landscape feature(s); making plant/material purchases and/or the performance of any work by sub-proposers. Insurance coverage must be supplied for all sub-proposers prior to work performance.

Proposer will ensure that at least one member of each maintenance crew (preferably the supervisor) speaks English fluently. Proposer shall supply each employee with a uniform shirt with the employees name clearly identified, to be worn during working hours. Proposer's employees' clothing must be neat and clean. Proposer shall perform pre-employment background checks on all employees assigned to the Town. The employees assigned for night and weekends shall have a state of Florida Level II background check.

Proposers are required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Proposers are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel.

2. GENERAL REQUIREMENTS

All Town parks listed in this section (Attachment "A") shall be maintained according to the following standards for litter control, mowing, edging, weeding and shrub pruning. The following is a detailed listing of general requirements that must be included in base bid unless specified as a "separate billing" item:

- 2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.

- 2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Proposer 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 Parks and recreation Director or designee.
- 2.4 To provide a written schedule of planned grounds maintenance activities in advance of the first day of each month.
- 2.5 During hurricane emergencies or other windstorm occurrence, the proposer must be available for 24 hour, 7 days per week work detail that may include, but is not limited to, the supply of five (5) work crews (min. of 4 employees per crew) with trucks, chain saws, and chippers plus a bob cat and a combination backhoe.
- 2.6 To promptly notify the Parks and recreation Director or designee of any evidence of pest infestation in any right-of-way and/or swale area. Proposer shall be responsible for all related costs (labor and applicable treatment chemicals) corrective measures, required to eradicate problem.
- 2.7 The Proposer 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 Proposer shall be the sole responsibility of the Proposer to repair or replace with identical parts and in a timely manner shall be submitted as a "separate billing" item.
- 2.8 The proposer will be responsible for maintaining all designated paths and sidewalks, clear of any litter and other debris.
- 2.9 Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Proposer shall be repaired at the expense of the Proposer 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.
- 2.10 The proposer, or an employee of the proposer approved by the Town, must be on 24 hour call, at all times via cell phone or two-way radio. The proposer must provide the Town, at no cost, one (1) such device throughout the duration of the contract or be compatible with the Town's existing communication system.
- 2.11 The Proposer shall purchase sufficient magnetic signs, as directed by the Parks and Recreation Director, which shall be placed on all vehicles performing work within the Town (two signs per vehicle).
- 2.12 The Proposer must have an on staff Certified Arborist or a subproposer, who is in good standing with the National Arborist Association (NAA), or International Society of Arboriculture (ISA).

- 2.13 All structures and monuments, located on Town medians, right-of-way, and swales shall be checked for graffiti and cleaned (painted over). Proposer shall be responsible for cleaning (painting over) graffiti on residential and/or commercial perimeter walls, which are visible from any road. The cleaning (painting over) graffiti shall match, as close as possible, the original perimeter wall paint.
- 2.14 The proposer shall remove litter from the Parks Parking Lot on the same days, as morning cycles.
- 2.15 The proposer, on an immediate and first priority basis, shall be available to the Town to clear Town Park Facilities or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area or any emergency deemed by the Town Manager or designee. Proposer shall have emergency crews available twenty-four (24) hour / seven (7) days per week.
- 2.16 Provide Labor sufficient labor, as determined by the Town Manager or designee, for Town's Special Events up to eight (8) events per year. Proposer will provide all necessary labor to set up event, working during event and post-event clean up. This cost shall be included in the proposer's base bid. The Special Events labor force shall range from a minimum of four (4) employees up to a maximum of twelve (12) employees, as required.
- 2.17 Removal of shopping carts from all Town Park Facilities. Shopping cart(s) must be returned to appropriate shopping center(s), on the same days as Town-wide Litter Removal.
- 2.18 Trimming of trees, removal and/or replacement as necessary. Removal of damaged trees and/or tree replacements shall be completed in accordance with current industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the successful proposer at no cost to the Town, no later than thirty (30) days after notification by the Town.
- 2.19 Shrubs and ground cover material, located on maintenance areas and park Monument sign(s), shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.
- 2.20 Prune, thin, and trim all trees located in the Town parks at least once a year, immediately preceding hurricane season, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction.

The latest National Arborist Association Standards for selective pruning shall be used rather than "heading back" or "hat racking" trees. All suckers and low hanging branches shall be pruned as specified in the RFP or as needed. Trees must have eight feet (8') of clear trunk at all times in keeping with State, County and Town traffic engineering requirements. Palms shall be pruned to remove inflorescence (flowering or fruiting stalks), dead fronds and/or old "boots." At no time are

tree spikes to be used in pruning operations on either trees or palms. Flowering trees are to be pruned only after their bloom cycles are completed.

NOTE: All tree and palm debris, limbs and fronds will be picked up and disposed of on the day pruning is performed as well as during each mowing cycle. The cost for the removal and disposal of debris, limbs and fronds will be included in the Proposer's Proposal cost.

- 2.21 Proposer shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous conditions in all Town parks as determined by the Parks and Recreation Director or designee to be under the purview of this Agreement. Cuts shall be made with sharp and proper tools. When cutting parts of branches a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.
- 2.21.1 Pruning shall include the following items:
- Dead, dying or unsightly part of the tree;
 - Remove sucker growth from the base of trees in which an exposed trunk character is desired;
 - Branches that grow toward the center of the tree;
 - Crossed branches that may rub together;
 - "V" crotches if it does not ruin the appearance of the tree;
 - Multiple leader if the tree normally has a single stem;
 - Nuisance growth that interferes with view, traffic signage walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
 - Shape the top of small trees as needed; and
 - All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the proposer's expense.
- 2.22 Pressure cleaning of slippery and/or stained pedestrian sidewalks will be performed on an as needed basis, as directed by the Parks and Recreation Director or designee. The labor and material cost for the pressure cleaning shall be submitted as a "separate billing" item.
- 2.23 Proposer will be responsible for removing any litter, leaves, palm fronds, down branches, down pods/fruits, or other material from sidewalks, and/or shared use paths.
- 2.24 Proposer shall be responsible for the placement of new sod and/or seeding of athletic field(s) and common areas, as identified by the Parks and Recreation Director or designee. The labor and material cost for the new sod shall be paid for separately on a per "Work Order" basis.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1 All mowers will be equipped with catching devices, rear discharge capability or no discharge ("mulching" type).
- 3.2 All turf areas will be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types.

- 3.3 All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas will be machine edged with each mowing. Care will be taken to prevent “edging away” of the turf. All crack and crevice vegetation shall be removed as required.
- 3.4 Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Proposer shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.
- 3.5 All litter and/or debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.
- 3.6 All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means.
- 3.7 Mowing wet grass shall be avoided when possible.
- 3.8 Mowing will not be performed when weather or other conditions will result in damaged turf.
- 3.9 Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass.
- 3.10 Grass clippings or debris caused by mowing will be removed from the adjacent sidewalks, bike paths, gutters and curbs, or surfaces on the same day as turf is mowed.
- 3.11 Mowing shall be done carefully so as no to “bark” trees or shrubs, intrude into ground cover beds, damage sodded areas, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
- 3.12 All mowing, edging and trimming of affected areas will be performed simultaneously.

4. GARDENING

- 4.1 All shrubs in the right of ways shall be pruned or sheared to comply with current Department of Transportation (DOT) specifications for traffic safety.
- 4.2 All hedging material will be trimmed evenly.
- 4.3 All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality.
- 4.4 All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.
- 4.5 All bedding areas shall be mechanically cultivated as necessary to maintain a weed free bed.
- 4.6 All vegetative trimmings and debris shall be removed from the bedding areas with each service.

5. WEED MANAGEMENT

- 5.1 All tree rings and landscape beds shall be weeded manually and/or chemically as deemed appropriate by the Proposer, once approved by the Town, in order to provide a weed free environment. All chemical applications must be made in conjunction with an appropriate spray indicator dye.
- 5.2 Turf weeding shall be Proposer's responsibility.
- 5.3 All sidewalks, bike shared-use paths, and curbs maintained through this Contract will be treated for weeds.
- 5.4 All exterior equipment to include but not limited to air conditioning equipment, etc., will be treated for weeds to prevent any encumbrance which might affect equipment performance.
- 5.5 The Proposer shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

6. LITTER

- 6.1 All grounds maintenance debris shall be removed from the Town Park parking lots, sidewalks, bike shared-use paths and facility grounds immediately following each service.
- 6.2 Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.
- 6.3 Storm damage inlets shall be cleaned of any litter and protected during mowing operations.
- 6.4 All litter and debris shall be removed from sod and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other foreign objects.

7. OTHER

The Proposer will not be responsible or liable for the condition of the landscape due to:

- 7.1 Drought
- 7.2 Freeze
- 7.3 Storm damage
- 7.4 Other acts of nature

8. IRRIGATION

- 8.1 The Proposer will provide a monthly inspection of the irrigation system in operation
- 8.2 The monthly inspection will include the following items:
 - Monthly inspection of zones
 - Wet Check - to confirm proper coverage and operation

- Repair and unclog sprinkler heads
- Log the usage of water
- On Call service for damaged sprinkler heads

8.3 The following repair items will be billed separately and as needed on a labor plus material basis:

- Replace damaged and or missing sprinkler heads (per unit item)
- Repair damaged lateral and main lines (per linear foot)
- Replace nozzle (per unit item)
- Repair riser pipe (per unit item)
- Irrigation Technician per hour (per unit item)

9. LITTER/DEBRIS CONTROL:

The Proposer shall retrieve and dispose of all litter and debris (trash, garbage, dead palm fronds, branches, etc.) for all areas subject to this contract, including the parking areas, immediately prior to mowing. Litter shall be removed entirely from the sites and disposed of, at the Proposer's expense, in accordance with Town Ordinances. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other debris.

10. MOWING:

Mowing wet grass shall be avoided when at all possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. The Town reserves the right to require the Proposer to upgrade mowing equipment that does not perform to the standards as set forth herein. Mowing patterns shall be changed frequently to avoid unnecessary wear, rutting, etc. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass. Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters, curbs or other surfaces on the same day as turf is mowed.

Clippings, mulch or other plant debris must be prevented from entering water features or drains and shall be removed in such a way as to not cause drift into roadways or adjacent properties. In the event that this occurs, the materials shall be removed immediately. Mowing shall be done carefully so as not to "girdle" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.

Should any of the above listed damage occur, the Proposer shall be held financially responsible for the replacement or repair within 48 hours of the damage occurring. In addition, the Proposer will be responsible for repair or replacement of any damage caused by Proposer's vehicles within 48 hours of the damage occurring. Mowing frequencies may be increased or decreased due to climatic factors or as determined by the Town's Parks & Recreation Director or designee.

10.1 Mowing-Specifics:

A. **St. Augustine & Bahia Grass:** Mow only with a rotary mower a minimum of once per week during the growing season of April 15 through October 15 and once every two (2) weeks from October 15 to April 15 for a total of 40 cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

B. **Bermuda Grass (athletic fields):** Mow only with a reel type mower a minimum of twice per week during the growing season of April 15 through October 15 and once every week from October 15 to April 15 for a total of eighty (80) cuts per year. The cutting height shall be a minimum ¾" to a maximum 1" above soil level. One annual application of overseeding with a rye grass blend shall be included. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf.

11. **EDGING AND CLEAN-UP:**

Proposer shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All sidewalks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.

12. **WEED CONTROL**

Weeds are to be removed from turf areas as part of turf care operations. Weeds are to be manually or chemically removed from shrubs, hedges, ground cover and/or flower beds and tree rings. Weeds are to be removed from walkways, pavers, curb and gutter expansion joints, along fence lines and cement noses of concrete medians with each mowing. Proposer will use weed and feed products for killing weeds in St. Augustine grass. Proposer will use glyphosate based herbicide (i.e., Round-Up) when spraying gutters, cement medians, pavers and other paved areas.

13. **SHRUBS, TREES AND PALMS MAINTENANCE:**

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Shrubs and hedges shall be trimmed wider at the base and narrower at the top. Mechanical trimming may only be utilized when the

health or appearance of the plant will not be damaged by the mechanical trimmers. All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any operation. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Pruning shall also be required from time to time to remove damaged branches from storms, disease or when blocking sight distances, etc.

On trees known to be diseased, disinfect tools after each cut and between trees. Pruning shall include the following items:

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

All lawn and shrub areas damaged by pruning equipment shall be restored to the Town's satisfaction and at the Proposer's expense within 48 hours of the damage occurring.

14. CHEMICAL PEST AND DISEASE MANAGEMENT:

14.1 Application of Pesticides:

The Proposer shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. Failure to do so shall make the Proposer financially responsible for replacement materials. The Proposer shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Proposer shall provide copies of current State of Florida pesticide applicator's license with proposal documents. One. (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis. Proposer shall provide all labor, equipment and pesticides necessary for each application.

Insects in Bermuda grass shall be controlled by both curative and preventive measures. Timing shall be critical on mole cricket applications, and frequencies of application shall be as needed to successfully control their infestations. Nematode samples shall be taken at least two (2) times per year and submitted to the County Cooperative Extension Service. Action shall be taken per the

recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the Parks and Recreation Director or designee for review as soon as it is received.

14.2 Application of Herbicides:

The Proposer shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation throughout the Town owned parks once a month. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida. All applications shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The Proposer shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored to the Town's satisfaction and at the Proposer's expense. Proposer shall contact the Parks and Recreation Director at least fourteen (14) days prior to application of herbicides.

14.3 General Use of Chemicals:

A copy of a current Florida Certified Pesticide Applicator License must be submitted to the Town with your RFP response. Proposer must provide material safety data sheets (MSDS) for all proposed chemicals. The Town reserves the right to limit the types of all chemicals used on Town property including sole authority for the approval or denial of specific brands and types of chemicals. Records will be kept and retained, as prescribed by law for the use of all pesticide operations including, but not limited to, dates, times, methods of applications, chemical formulations, applicators' names and weather conditions. Copies of all records will be submitted to the Parks and Recreation Director or designee upon completion of each application.

Chemicals shall be applied when air currents are still, using methods for the prevention of chemical drift onto adjacent properties and the prevention of any toxic exposure to all persons and animals.

Any and all soil, sod, and/or plants contaminated by chemical misuse will immediately be removed and replaced to the Town's satisfaction and at the Proposer's expense.

15. MULCH:

Shredded mulch shall be added to all planting beds and tree rings one (1) time per year in the fall. Mulch shall be applied to a thickness of two inches (2"). Beds will be cleared of all weeds before new mulch is applied. Mulch must not contact stems, branches and/or trunks as this may cause damage to plant materials. Mulch must be kept clear of valve boxes, water meter boxes and any other irrigation components. Mulch will be provided at the Proposer's expense.

Wood fiber mulch shall be provided for playground's and exercise areas. Playgrounds include, but are not limited to, Saga Bay park, Lakes by the Bay park and Bel Aire park. Exercise areas include, but are not limited to, Saga Bay park, Lakes by the Bay park, Saga Lake park and Blue Heron park. Mulch to be added to a standard depth.

16. IRRIGATION:

The Proposer shall be responsible for the operation and maintenance of the existing irrigation systems (Bel-Aire Park, Cutler Ridge Park, Franjo Park, Lakes By the Bay Park, Saga Lake Park, Blue Heron Park), and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The Proposer shall be responsible for the labor and supervision to make irrigation repairs to pumps, valves, main lines, lateral lines, risers and sprinkler heads as required to keep the system operating.

The Proposer shall have thirty (30) days from the start of the performance of this Agreement to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Town. The Proposer shall make repairs as approved by the Town within thirty (30) days of the date of the inspection report. After this initial inspection report and initial repairs are made, the Proposer shall be responsible for the integrity of the entire system, excluding pump and time clock repair or replacement, the cost of which shall be borne by the Town, or for damages caused by anything other than normal wear and tear.

Irrigation time clocks shall be checked at least once per month or as may be required. The Proposer shall, at least twice per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Proposer's operation shall be replaced at the Proposer's expense with the same equipment and by the same manufacturer within 48 hours unless otherwise approved by the Parks and Recreation Director or designee.

The irrigation system shall be capable of providing 1 ½" of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Proposer shall be required to make all repairs within a minimum 48 hour time period or sooner if directed by the Parks and Recreation Director or designee. Any form of damage to the irrigation system must be reported to the Parks and Recreation Director, or designee, immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Proposer.

A written irrigation schedule shall be provided by the Proposer to the Parks and Recreation Director or designee. The Proposer shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be repaired to the satisfaction of the Town and at the expense of the proposer.

17. FACILITY MAINTENANCE

17.1 **Tennis Court Maintenance (Cutler Ridge Park & Saga Bay Park):**

The Proposer shall be responsible for normal maintenance of existing tennis courts. This shall include the removal of all loose materials upon each mowing cycle either by sweeping, vacuuming or blowing, and the removal of excess water from rainfall or irrigation as needed. Proposer shall pressure clean tennis court(s) once every six (6) months, cost shall be included in the base bid.

17.2 **Baseball and Softball Fields (Franjo Park, Lakes By the Bay Park & Saga Lake Park):**

The Proposer shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate, batter's box, pitcher's mounds, base paths and warning tracks. The maintenance program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The Proposer shall maintain at least ¼" of caliche or conditioner on the skinned areas at all times. The Proposer shall install home plates, pitcher's rubbers, bases and anchors that the Town shall provide. On game days, following a schedule provided by the Town or the Town's league representative, the proposer shall line the fields and install equipment as needed at least one (1) hour prior to game time (approximately 1,000 field preparations per year). Skinned areas shall be lined with marble dust (chalk), and turf areas shall be lined with certified field marking paint. All turf areas shall be additionally maintained as further provided for herein.

17.3 **Athletic Field Striping- (Cutler Ridge Park, Lakes By the Bay, and Bel-Aire Park)**

Striping all football, soccer, lacrosse fields on a daily basis when leagues are in operation. Paint & machine must be provided by Proposer, cost shall be included in the base bid.

17.4 **Facility Maintenance-(Franjo Park,Lakes By the Bay Park , Saga Bay Park, and Cutler Ridge Park & Pool Facilities):**

The Proposer shall clean the maintenance building, clubhouse, all restroom facilities, water fountains, concession stand (exterior), dumpster enclosures and trash receptacles on a (7) day-per-week basis. The Proposer shall utilize a check-off sheet whereby proposers employees shall sign off whenever restrooms have been inspected and cleaned. Cleaning of all areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean sanitary condition. Any graffiti shall be eradicated immediately using matching paint or graffiti remover. The Proposer shall identify and immediately report to the Parks and Recreation Director or designee any electrical, plumbing, roofing, painting or other repair work that is needed at the facility.

17.5 **Playgrounds/Tot lots (Bel-Aire Park, Cutler Ridge Park, Lakes By the Bay Park, Saga Bay Park and Whispering Pines Park):**

On the same schedule as litter and debris control, all children's playgrounds will be maintained as follows:

Remove any and all litter, debris, leaves, trimmings, glass, etc., from the play area. Blow off playground surface area on a daily basis. Remove any weeds and/or grasses within sand/mulch area and rake sand/mulch to uniformity, ensuring a proper depth of twelve (12) inches; special care will be taken at and around footings/landings. Any problems noted, i.e, lack of sufficient ground cover (sand/mulch) or damage to equipment, will be reported to the Parks and Recreation Director or designee immediately.

17.6 **Removal of Graffiti from all Park Facilities:**

Graffiti will be removed from all surfaces of park facilities and all equipment including, but not limited to courts, benches, picnic tables, walls, dugouts, signs, playground/exercise equipment, etc. within 48 hours of notice from the Town. Removal will be through either painting over the graffiti with the existing paint color or by use of an approved graffiti remover. Extreme care shall be taken to ensure that no further damage is done to the affected surface through the application of a graffiti removal product.

18. AERATION AND TOPDRESSING OF ATHLETIC FIELDS:

Aeration and topdressing of athletic fields to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- Core aeration a minimum of six (6) times per year;
- Spiking (slicing) once per year;
- Topdressing two (2) times per year in conjunction with Spring and Fall aeration schedules.

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis and approved by the Parks and Recreation Director or designee. The Proposer shall submit a proposed schedule for these services to the Parks and Recreation Director or designee for prior approval. Some flexibility for aeration and/or top dressing of fields must be coordinated to coincide with existing league schedules.

19. FERTILIZATION OF ATHLETIC FIELDS:

All fertilizers used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Proposer shall have the soil tested a minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas. Copies of all soil sample results shall be provided to the Parks and Recreation Director or designee upon receipt from the lab.

19.1 Augustine Grass:

St. Augustine turf shall be fertilized four (4) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and results of soil analysis. The approximate N:P:K ratios should be:

- One (1) application of a 5:2:1 ratio with a post-emergent weed control.
- One (1) application of a 10:1:2 ratio with insecticide
- One (1) application of a 3:1:3 ratio
- One (1) application of a 5:2:1 ratio

19.2 Bermuda Grass:

Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N:P:K ratios should be:

- Four (4) applications of a 4:1:2 ratio
- Four (4) applications of a 4:1:7 ratio
- Four (4) applications of a 2:1:1 ratio
- Four (4) applications of a 3:1:3 ratio

19.3 Shrubs & Ground Cover:

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

19.4 Trees & Palms:

The fertilizer for all the planted trees shall meet proper horticultural standards with an N:P:K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Parks and Recreation Director or designee. Trees and palms shall be fertilized twice yearly, during spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. The Proposer shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilization schedule shall be provided to the Parks and Recreation Director or designee not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Proposer's expense. Changes in fertilization rates,

methods and composition must be approved in writing by the Parks and Recreation Director or designee.

20. TREE TRIMMING (ALL PARKS):

Trees and palms shall be pruned one (1) time per year, in late fall, spring, or as authorized by the Parks and Recreation Director or designee. Exceptions to this schedule include immediate removal of damaged, dead or diseased limbs. Proposer and/or sub-proposer must be I.S.A. (International Society of Arboriculture) certified to perform all tree/palm maintenance.

National Arborist Association Standard Class II selective pruning shall be used rather than "heading back" or "hat racking." All suckers and low hanging branches shall be pruned on a monthly basis or as needed. Trees must have eight feet (8') of clear trunk at all times in keeping with State, County and Town traffic engineering requirements. Palms shall be pruned to remove inflorescence (flowering or & fruiting stalks), dead fronds and/or old "boots." At no time are tree spikes to be used in pruning operations on either trees or palms. Flowering trees are to be pruned only after their bloom cycles are complete.

NOTE: All tree and palm debris, limbs and fronds will be picked up and disposed of on the day pruning is performed as well as during each mowing cycle. The cost for the removal and disposal of debris, limbs and fronds will be included in the Proposer's Proposal cost.

21. TREE REPLACEMENT:

Removal of damaged trees and/or tree replacements shall be completed in accordance with current industry standards. New trees shall be maintained and guaranteed for a one year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the successful proposer at no cost to the Town, no later than 30 days after notification by the Town.

22. SCHEDULING:

Proposer shall provide each month's maintenance schedule no later than the last week of the preceding month. The Town must be notified a minimum of five (5) days in advance of any change in schedule. The Town reserves the right to adjust Proposer's maintenance schedule.

The maintenance schedules shall denote all tasks to be performed, including annual, bi-annual, quarterly and monthly work. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed. Proposer will be provided with inspection reports upon request.

23. HOURS OF OPERATION:

All work will be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Work performed at any other hours will require prior written approval from Parks and Recreation Director or designee.

24. INVOICING THE TOWN:

Proposer shall submit a monthly invoice on the first of each month, itemizing all work performed the previous month. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed.

25. PERFORMANCE STANDARDS:

Delays shall not be tolerated and may result in contract cancellation.

Should services be delayed beyond the time deemed by the Town to be detrimental, it is understood and agreed that the same type of service may be provided by another vendor as stipulated herein and all costs incurred on behalf of the Town will be charged to the awarded vendor and deducted from any payment otherwise due and payable.

26. PROPOSER'S REPRESENTATIVE:

Proposers must submit, upon execution of contract, the contact information (name, address and phone numbers, including cell phone and pager numbers) of person(s) to be contacted for placing an order and coordination of services. Contact information for regular hours, after hours, weekends and holidays must be included.

27. REQUIRED EQUIPMENT:

Proposer must have sufficient numbers and types of trucks, tractors, trucksters, mowers, edgers, hedgers, trimmers, sprayers, attachments, etc. to handle the work load. Equipment must include at least one 50- foot (50') bucket truck for tree trimming. An equipment list must be submitted along with your proposal. If necessary, please indicate any necessary leasing/rental equipment required to complete the work.

28. ADDITIONAL STAFFING- NIGHT AND WEEKEND STAFF:

28.1 Essential Job Functions

- Assists with the coordination of recreational activities.
- Performs manual work in semi-skilled jobs involving maintenance, repair of buildings and grounds, and construction.
- Performs general maintenance and clean up duties at the park such as: emptying trash and ash tray bins, sweeping, mopping and vacuuming floors, wiping down tables and chairs and other furnishings, replenishing toilet paper and hand towels, cleaning concession area, restrooms, and ball fields.
- Maintains and marks game fields. Prepares fields for sport and program games. Tests, maintains, services, and adjusts equipment.

- Plans, organizes, and performs journey-level surface preparation and application on athletic fields operations.
- Sets up game and practice fields for special events. Performs painting, game-day field preparation, and field equipment placement as appropriate.
- Performs concession and cashier duties and sale of retail products.
- Enforces safety and other park rules and regulations.
- Performs related recreational work as assigned by the Community Services and Parks Director and Recreation Coordinator

28.2 Licenses or Certifications

Requires a valid State of Florida driver's license, and the ability to maintain an acceptable driving record at time of appointment, and throughout employment. Additional specialized training in instructing, teaching or a related field is desirable.

28.3 Special Requirements

- Must be a non-smoker.
- Must be fluent in English.
- Applicants must also complete all requirements established by the Town of Cutler Bay for employment. This may include, but is not limited to, a comprehensive background investigation and a job-related medical examination that includes a drug screening test AND level II background.

28.4 Knowledge, Skills and Abilities

- Must possess excellent customer service skills, and establish good customer relations.
- Requires limited knowledge of the materials, methods, and equipment typically used in recreational work and clean up duties.
- Requires ability to operate equipment or machinery such as vehicles or commercial mowers.
- Ability to understand and follow simple, oral, and written instructions.
- Knowledge of basic rules of safety, and ability to enforce applicable rules and regulations.
- Requires physical strength and agility to perform assigned tasks including: bending, twisting, walking, climbing, reaching, lifting, and carrying.
- Must be able to work independently, and complete daily tasks according to work schedule.
- Ability to get along with others, and work effectively with the public and fellow workers.
- Requires the ability to maintain high ethical and moral standards.

28.5 Physical Demands

The job requires medium work: Exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

28.6 Additional Staff (Working Hours)

Works in a safe and secure work environment that may periodically have unpredicted requirements or demands. Staff will also require a vehicle provided by the proposer.

Monday-Friday	4 pm – 11 pm	three (3) staff*
Saturday	8 am – 11 pm	three (3) staff*
Sunday	8 am – 8 pm	three (3) staff*

* One (1) roving staff with vehicle, two (2) stationary staff

Holidays and eight (8) Town sponsored special events, minimum of (4 staff) members

NOTE: Additional staffing costs shall be included in Base Bid. All employees must complete a full background check, including level II background.

29. ADDITIONAL SERVICES:

29.1 Additional Work/Installations:

Turf renovations may be required from time to time if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired to the Town's satisfaction and at the Proposer's expense. The Proposer shall notify the Parks and Recreation Director or designee in writing of any major turf renovations needed prior to commencement.

29.2 Materials-Percentage Above Vendor Cost:

Proposals for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

29.3 Hourly Rate- Services Beyond Detailed Specifications/ Scope of Services

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the proposer. This rate is assumed to be at straight time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

A. **Hourly Labor Rate I:** Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

B. **Hourly Labor Rate II:** Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

30. LOCATIONS

The following locations (Numbers 1 through 10) require PARKS COMPREHENSION LANDSCAPE/GROUNDS MAINTENANCE SERVICES. The Town reserves the right to add properties to or delete properties from this list and its sole discretion.

No.	Property Name	Address	Folio Number	No. of Acres
1	Bel-Aire Park	18500 SW 97 Avenue	36-6005-001-0010	5.29
2	Cutler Ridge Park	10100 SW 200 Street	36-6008-000-0013 36-6008-011-0460 36-6008-003-0010	10.88
3	Franjo Park	20175 Franjo Road	36-6009-000-0020 36-6009-002-0420	5.23
4	Lakes By the Bay Park	8551 SW 216 Street	36-6009-022-0052	49.3
5	Lincoln City Park	SW 220 Street & 102 Avenue	36-6008-005-0700	1.00
6	Saga Bay Park	7900 SW 205 Street	36-6010-010-1020	5.00
7	Saga Lake Park	SW 82 Avenue & SW 198 Street	36-6010-007-0810	5.00
8	Whispering Pines Park	8800 Ridgeland Drive	36-6004-007-2860	1.36
9	Dothan Park	20220 Dothan Road	36-6004-004-2160	9,173 sq ft
10	Blue Heron Park	21900 SW 97 Avenue	36-6016-027-0010	4.98
Total Town Owned Park Acres				83.06

Town of Cutler Bay Parks



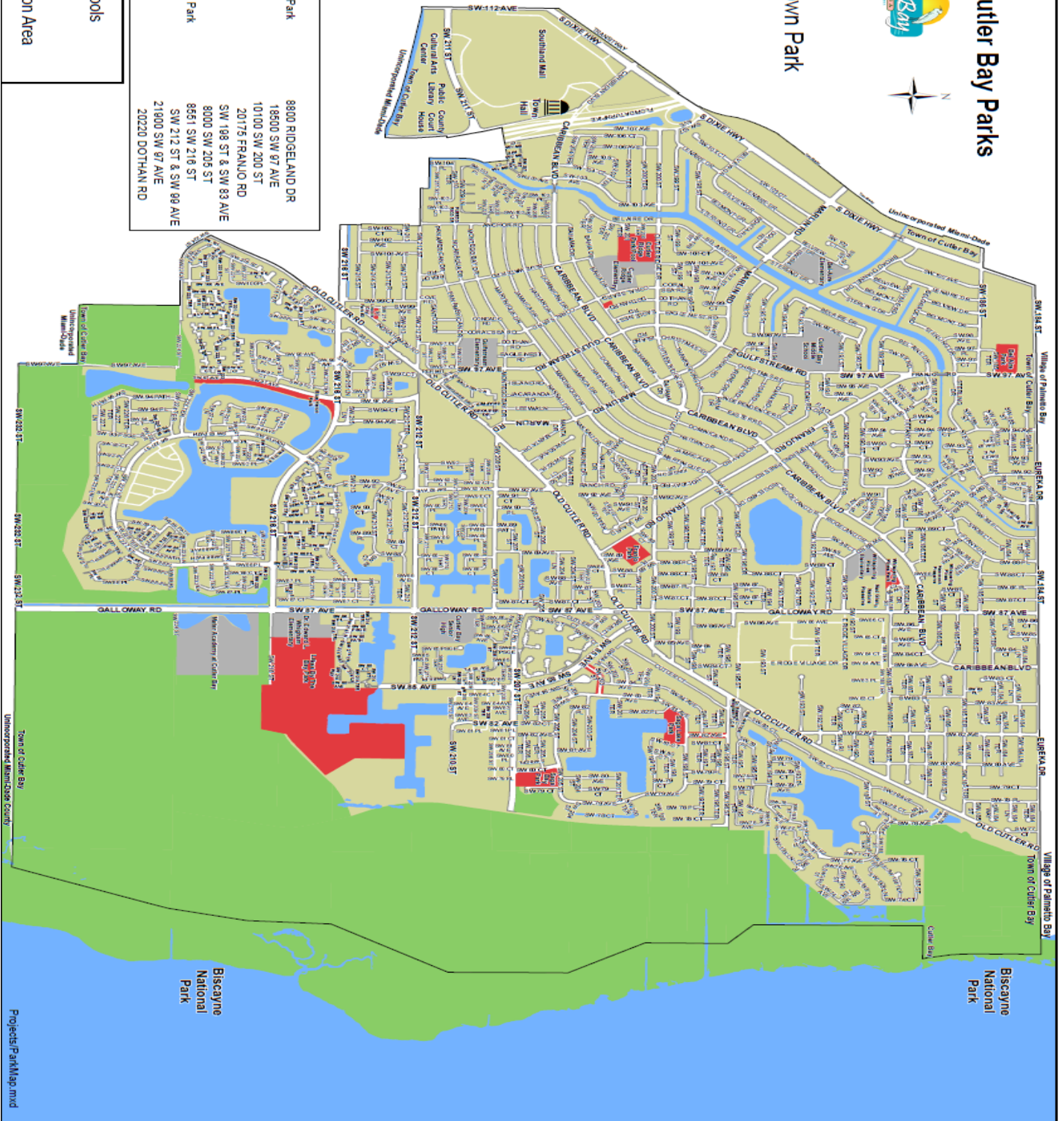
Town Park

- Town Parks:**
- 1- Whispering Pines Park
 - 2- Bel-Aire Park
 - 3- Cutler Ridge Park
 - 4- Franto Park
 - 5- Sago Lake Park
 - 6- Sago Bay Park
 - 7- Lakes By The Bay Park
 - 8- Lincoln City Park
 - 9- Blue Heron Park
 - 10- Dothan Park

Public Schools

Town Park

Conservation Area



TOWN OF CUTLER BAY

RFP # 19-07

PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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**SECTION IV
PROPOSAL PACKAGE**



**TOWN OF CUTLER BAY
ITB 19 – 04
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

PROPOSALS ARE DUE ON OR BEFORE:

TBA at TBA

**TO: TOWN HALL
OFFICE OF THE TOWN CLERK
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189**

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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

CHECK LIST	FORMS ATTACHED	
Bid Package: One (1) original and Three (3) copies, and one (1) USB	Yes _____	No _____
Proposal Confirmation	Yes _____	No _____
Proposal Cost - Base Bid	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 _____
Bid Bond	Yes _____	No _____
Performance Bond	Yes _____	No _____
Addendum Acknowledgment Form	Yes _____	No _____
Anti-Kickback Affidavit	Yes _____	No _____
Proof of Insurance	Yes _____	No _____
Contract/Agreement	Yes _____	No _____
Valid License (including appropriate Pesticide Application Certificate)	Yes _____	No _____
MSDS Sheets and Chemical Applications	Yes _____	No _____

TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PROPOSAL CONFIRMATION

In accordance with the requirements to provide PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP #19-07, the undersigned submits the attached proposal.

The initial Contract shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. 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 years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Proposer received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP #19-07 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number: _____

Notary Name, Printed, Typed or Stamped

My Commission Expires: _____

TOWN OF CUTLER BAY
ITB 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PROPOSAL COST

BASE PRICE FOR WORK PERFORMED UNDER SECTION III-

DETAILED REQUIREMENTS/ SCOPE OF SERVICES

(PER YEAR) \$ _____

ALLOWANCES (FIXED AMOUNT- PER YEAR) \$ 40,000.00

TOTAL BID PRICE (PER YEAR) \$ _____

TOTAL BID PRICE (IN WORDS):

HOURLY LABOR RATE I: \$ _____
HOURLLY LABOR RATE II: \$ _____

OPTION TO RENEW

Rate shall be as quoted in initial three (3) year contract and shall not increase. Taxpayer

Identification Number: _____

Proposer: _____
Company Name

Signature of Authorized Representative

Printed Name and Title

EQUIPMENT LIST
(TYPE, CONDITION, YEAR, ETC.)

[illegible]

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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SCOPE OF SERVICES / PLAN

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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PROPOSER'S QUALIFICATIONS

This section must also identify the contact person and telephone number.

[illegible]

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RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PROPOSER'S QUALIFICATIONS

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
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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 for the proposed work should your company be the Successful Proposer.

Name _____

Title _____

Phone #: _____

Email: _____

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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 - Proposer

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PROPOSER'S QUALIFICATIONS (CONTINUED)

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Proposer Signature

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

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

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

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

NOTE: Additional references may be attached and provided.

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Proposer. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) 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 (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subproposer, anyone directly or indirectly employed by any of them 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.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subproposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subproposer under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

_____ Proposer's Name	_____ Signature	_____ Date
--------------------------	--------------------	---------------

State of:_____

County of:_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number:_____

My Commission Expires:_____

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 } SS:
County of _____ }

_____ being first duly sworn deposes and says that:

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

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
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 _____, 2019.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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 bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 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
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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

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

1. This sworn statement is submitted to the Town of 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 bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, 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

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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

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

Proposer's Name

Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2019.

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

EXCEPTION TO THE REQUEST FOR PROPOSALS

[illegible]

SECTION V
TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and Proposer, 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 (5) percent (%) of the proposed annual base bid amount of:

(Written Dollar Amount)

dollars (\$ _____) 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 bid 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 bid and the detailed Drawings and Specifications, entitled:

PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid 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 one hundred percent of the **annual** base bid amount, 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., 2019.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____

BY: _____

As to Principal

NAME: _____

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

As to Surety

BY: _____

Resident Agent

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Proposer, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Oblige, hereinafter called Owner, in the amount of _____ for the payment whereof Proposer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Proposer has by written agreement entered into a Contract, PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES, RFP# 19-07, awarded via Town of Cutler Bay Resolution# _____ the _____th day of _____, 2019 with Owner for _____ 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 Proposer:

1. Fully performs the Contract between the Proposer and the Owner for Landscape Maintenance 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 Proposer), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Proposer 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 Proposer shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

PERFORMANCE 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 Proposer under the Contract and any amendments thereto, less the amount properly paid by Owner to Proposer.

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 _____, 2019.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
PERFORMANCE BOND

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

[SPACE LEFT INTENTIONALLY BLANK]

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer:

(Company Name)

(Signature)

(Printed Name & Title)

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2019

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

[SPACE LEFT INTENTIONALLY BLANK]

SECTION VII
TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

Included in the contract sum is an allocation account for unforeseen conditions, quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town through the issuance of a “Work Order”.

1.02 ALLOWANCE ACCOUNT

Monies in the allocation account will be used only on issuance of “Work Orders”, approved by the Town Manager or designee.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

Town Manager or designee duties:

1. Consult with the Proposer in consideration of products and supplier or installers or changes in quantities of contract items.
2. Make selection in consultation with the proposer, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Proposer, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
3. Transmit Town’s decision to the Proposer.
4. Prepare change orders.

Proposer's Duties:

1. Assist Town Manager or designee in determining qualified suppliers, quantities or subproposer.
2. Obtain proposals from a minimum of three (3) suppliers and/or subproposers when requested by Town Manager or designee.

3. Make appropriate recommendations for consideration of the Town Manager or designee.
4. Notify Town Manager or designee promptly of:
 - a. Any reasonable objections Proposer may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 PROPOSER RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subproposers.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

PART 2 EXECUTION

2.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount will be \$ 40,000 per year and will be added to the proposer's base bid price.

END OF SECTION

TOWN OF CUTLER BAY
RFP # 19-07
PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES

CONTRACT FOR PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES
BETWEEN TOWN OF CUTLER BAY AND

THIS IS A CONTRACT FOR PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES ("Contract"), dated _____ ("Effective Date") by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Proposer").

W I T N E S S E T H

WHEREAS, the Town solicited bids for the LANDSCAPE SERVICES of _____ ("Project") through Request for Proposal No. 19-__ ; and

WHEREAS, the Proposer responded to the Town's solicitation by submitting its bid ("Bid"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Proposer to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. 19-__ , attached and incorporated hereto as Exhibit "B", the Town Council approved the Proposer to perform the Work and authorized the Town to contract with the Proposer to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Proposer and the Town agree as follows:

ARTICLE 1
SCOPE OF WORK

- 1.1 The Proposer shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Requirements of this Agreement, attached hereto as Exhibit "E" (the "Work").
- 1.2 Proposer shall perform all necessary tasks in order to complete the Work.

- 1.3 Proposer 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 Proposer to provide services under this Agreement shall be painted uniformly with the name of Proposer, 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 "Parks and recreation" will be required on vehicles at all times.
- 1.3.1 The Proposer shall at all times have a supervisor on site who thoroughly understands the Work, who shall, as the Proposer's agent, supervise, direct and otherwise conduct the Work. Proposer's employees shall serve the public in a courteous, helpful, and impartial manner.
- 1.3.2 Proposer's employees shall wear a clean uniform that provides identification of both the Proposer's company and the name of the employee
- 1.3.3 Proposer shall, upon receipt of a written request from the Town, immediately exclude any employee of Proposer from providing Work under this Agreement.
- 1.3.4 All references in this Agreement to the Proposer shall include Proposer's employees or subproposers, wherever applicable.

ARTICLE 2

TERM

- 2.1 The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Proposer received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

ARTICLE 3

PROTECTION OF PROPERTY AND THE PUBLIC

- 3.1 The Proposer 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:

- 3.2 The Proposer 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.
- 3.3 The Proposer 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.
- 3.4 The Proposer 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 Proposer. The Proposer 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.
- 3.5 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Proposer. 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 Proposer 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.

ARTICLE 4

COMPENSATION /PAYMENT

- 4.1 Proposer shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month along with the dumping/tipping tickets.
- 4.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. 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 Proposer and the dispute is resolved.
- 4.3 Proposer shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "A", based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed **\$ XXXXXX** (the "Agreement Sum").
- 4.4 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 5
CONTRACT DOCUMENTS

5.1 Each of the following are made a part of this Contract for the Project (collectively “Contract Documents”):

Exhibit “A”	Bid or Proposal Submitted by Proposer
Exhibit “B”	Town Authorization: Resolution No. 19-__
Exhibit “C”	Introduction
Exhibit “D”	Special Conditions
Exhibit “E”	Detailed Requirements/ Scope of Services
Exhibit “F”	Bid Forms
Exhibit “G”	Advertisement for Bids
Exhibit “H”	Performance Bond
Exhibit “I”	Insurance and License

5.2 **Priority of Interpretation.** The Code and any Town resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the “Base Agreement.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Town Resolution Approving Proposer
- b) Town Request for Proposal (“RFP”)
- c) Drawings, Plans and Specifications approved by the Town
- c) Proposer’s Response to RFP
- d) Insurance Certificates
- e) Notice to Proceed (NTP)
- f) Performance and Payment Bond

5.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.

5.4 The Contract Documents shall remain the property of the Town. The Proposer shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Proposer use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 6

INDEMNIFICATION

- 6.1 The parties agree that 1% of the total compensation paid to the Proposer for the performance of this Contract shall represent the specific consideration for the Proposer's indemnification of the Town as set forth in this Article.
- 6.2 To the fullest extent permitted by law, Proposer shall defend, indemnify, and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Proposer's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Proposer, any subproposer, 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 applicable law and regardless of the negligence of any such party.
- 6.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Proposer, any Subproposer, any person or organization directly or indirectly employed by Proposer, any Subproposer, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Proposer or any such Subproposer or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 6.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 6.5 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the Town shall not indemnify or hold harmless the Proposer or any Subproposer, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the Town's sovereign immunity, nor shall anything in this Contract shall be construed to waive the Town's sovereign immunity.

ARTICLE 7
INSURANCE AND BONDS

7.1 **Insurance.** Proposer shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, 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 \$1,000,000.00 each accident. No employee, subproposer or agent of the Proposer shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Proposer and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Proposer acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Proposer, at its sole cost and expense, in accordance with the Contract Documents.

- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Proposer shall provide the Town with Certificates of Insurance for all required policies. The Proposer shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.
- The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return 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 Work, renewal Certificates of Insurance 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.
- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Proposer in performance of this Contract. The Proposer'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 the Proposer's insurance.
- The Proposer'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 (for applicable policies) in the same manner as if separate policies had been issued to each.
- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Proposer shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- i. The provisions of this Section shall survive termination of this Contract.

[SPACE LEFT INTENTIONALLY BLANK]

- 7.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Proposer shall deliver to Town the Bonds required to be provided by Proposer hereunder and the Contract Documents (collectively, “Bonds”). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Proposer shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Proposer’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Proposer shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.
- 7.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner’s Liability Insurance or Property Insurance.

ARTICLE 8

PROPOSER’S REPRESENTATIONS AND WARRANTIES

- 8.1 In order to induce the Town to enter into this Contract, the Proposer makes the following representations and warranties:
- 8.1.1 Proposer has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the “technical specifications and data” and plans and specifications, attached hereto and incorporated herein.
- 8.1.2 Proposer has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 8.1.3 Proposer has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Proposer is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Proposer agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 8.1.4 Proposer has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Proposer acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Proposer has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Proposer and safety precautions and programs incident thereto. Proposer does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 8.1.5 Proposer is aware of the nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.1.6 Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.1.7 Proposer has given the Town written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.1.8 The Proposer agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Proposer shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

8.2 Proposer further warrants and covenants the following:

8.2.1 **Anti-Discrimination.** Proposer agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

8.2.2 **Anti-Kickback.** Proposer warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

8.2.3 **Licensing and Permits.** Proposer warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Town regulations and laws. Proposer acknowledges that it is the obligation of Proposer to obtain all licenses and permits required for this Work for the Project.

ARTICLE 9

DEFAULT, TERMINATION, AND REMEDIES

9.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Proposer:

- (a) fails to timely begin the Work;
- (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
- (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;
- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
- (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

9.2 In the Event of Default, the Town may, upon seven (7) days written notice:

- (a) terminate the services of Proposer;
- (b) exclude Proposer from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Proposer shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Proposer. In case the damages and expenses so incurred by Town shall exceed monies due Proposer from Town, Proposer shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Town for convenience as described below.

9.3 This Contract may be terminated by the Town for convenience, or for any reason, upon seven (7) calendar days' written notice to the Proposer, in the sole discretion of the Town, including, but not limited to, if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Proposer shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subproposer obligations, and will be paid for Work performed to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Proposer shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9.4 If an Event of Default, or any default of any other material term in this Contract, by the Proposer, then the Proposer shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Proposer's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

- 9.5 The rights and remedies of the Town herein shall be cumulative and not mutually exclusive, and the Town may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Town, whether the Proposer, a material man, laborer, subproposer, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 10 **ASSIGNMENT**

- 10.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Proposer assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

ARTICLE 11 **PROPOSER REQUIREMENTS**

- 11.1 **Proposer to Check Plans, Specifications, and Data.** Proposer shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the Town's Project Engineer, and shall notify the Town's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Proposer's sole risk.
- 11.2 **Proposer's Responsibility for Damages and Accidents.**
- 11.2.1 Proposer shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Proposer pursuant to this Contract, or the improper or negligent activities of the Proposer.
- 11.2.2 Proposer shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.
- 11.2.3 Proposer shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Proposer shall replace same without cost to Town.

11.3 **Defective Work/Guarantee.**

- 11.3.1 The Town shall have the authority to monitor the Work and Proposer's contracting terms with subproposers, but such right shall not give right to a duty or obligation to such monitoring.

The Town shall have the authority to reject or disprove of Work, which the Town finds to be defective. If required by the Town, Proposer shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Proposer shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

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

- 11.3.3 Proposer shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Proposer, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Proposer might have under the Contract Documents including but not limited to any claim regarding latent defects.

- 11.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

- 11.4 **Legal Restrictions and Traffic Provisions.** Proposer shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Proposer's general operations. Proposer shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Proposer shall not interfere with, or close, any thoroughfare, without the written consent of the Town or governing jurisdiction.

11.5 **Examination and Retention of Proposer's Records.**

11.5.1 Proposer shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Proposer shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Proposer's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

11.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Proposer shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Proposer shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Proposer shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Proposer. Should any delay, disruption, interference, or hindrance be caused by the Town, for a continuous period or cumulative period of forty-five (45) days, the Proposer may terminate the Contract upon twenty (20) days written notice to the Town.

11.7 **Clean Conditions. Safe Site.** Proposer shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Proposer shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Proposer shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Proposer shall leave the Project in a neat, clean and safe condition. In the event of Proposer's failure to comply with the foregoing, the same may be accomplished by the Town at Proposer's expense.

11.8 **Taxes and Fees.** Proposer shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. Proposer shall make any and all payroll deductions required by law. Proposer herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the Town may exercise its right to implement an owner direct purchase program whereby the Town will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Proposer shall work with the Town to identify materials and equipment for purchase by the Town. Proposer will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the Town under any owner direct purchase program.

- 11.9 **Public Entity Crimes Affidavit.** Proposer shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 11.10 **Independent Proposer.** The Proposer is an independent proposer pursuant to this Contract. This Contract does not create any partnership or joint venture between the Town and Proposer. Work performed or provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Proposer.
- 11.11 **DBE Contract Assurance.**
- 11.11.1 Town affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.
- 11.11.2 Proposer, or any subproposer performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Proposer shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Proposer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.
- 11.12 **Scrutinized Companies.**
- 11.12.1 Proposer certifies that it and its subproposers are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Proposer or its subproposers are found to have submitted a false certification; or if the Proposer, or its subproposers are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- 11.12.2 If this Agreement is for more than one million dollars, the Proposer certifies that it and its subproposers are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Proposer , its affiliates, or its subproposers are found to have submitted a false certification; or if the Proposer, its affiliates, or its subproposers are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 11.12.3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 11.12.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 12

MISCELLANEOUS

- 12.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.
- 12.2 **Public Records Law.**
- 12.2.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under this Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records 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.
- 12.2.2 Upon request from the Town's custodian of public records, Proposer 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.

- 12.2.3 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.
- 12.2.4 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 Proposer shall be delivered by the Proposer to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Proposer 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 Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 12.2.5 Any compensation due to Proposer shall be withheld until all records are received as provided herein.
- 12.2.6 Proposer'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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Debra E. Eastman, MMC
Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: Deastman@cutlerbay-fl.gov

Notices.

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
 Town Manager
 10720 Caribbean Blvd., Suite 105
 Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
 Weiss Serota Helfman Cole & Bierman, P.L.
 2525 Ponce de Leon Blvd. Suite 700
 Coral Gables, Florida 33134

For the Proposer: _____

- 12.3 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 12.4 **Entire Agreement. All Prior Agreements Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 12.5 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 12.6 **Town Authorization Resolution.** The Town Resolution authorizing the award of this Contract and the Town solicitation which Proposer submitted bid pursuant to (collectively, "**Town Authorization**") are incorporated by reference. To the extent of any conflict between the Town Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Town Authorization, the Town Resolution will control.

- 12.7 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
- 12.8 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.9 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined
- 12.10 **WAIVER OF JURY TRIAL.** TOWN AND PROPOSER KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Proposer) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____
Debra E. Eastman, MMC
Town Clerk

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Date Executed: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Resolution No.: _____

By: _____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L
Town Attorney

PROPOSER MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION
FORMAT, AS APPLICABLE.

ATTEST:

PROPOSER:

By: _____
(Secretary)

(Corporate Seal)

By: _____
(Signature)

(Name/Title signed above)

This _____ day of _____, 2019.

[END OF DOCUMENT]