



Invitation to Bid

Goods & Services



City Landscaping Services

Invitation to Bid No. 20-08-01

Advertisement Date:	Friday, August 28, 2020
Virtual Mandatory Pre-Bid Conference:	Thursday, September 10, 2020 at 2:00 PM
All Questions Due:	Tuesday, September 15, 2020 by 5:00 PM
Submission due date:	Thursday, October 1, 2020 at 2:30 PM
Submit to:	Sunny Isles Beach Government Center City Clerk 18070 Collins Avenue, 4 th Floor Sunny Isles Beach, Florida 33160



TABLE OF CONTENTS

<u>Contents</u>	<u>Page No.</u>
Table of Contents.....	2 - 5
Legal Advertisement/Notice to Bidder.....	6
Section 1: Instructions to Bidder / General Terms & Conditions	
1.1 Clarification/Explanation/Questions	7
1.2 Plan Holder's List	7
1.3 Intention of the City	7
1.4 Addenda to Specification	7
1.5 Special Accommodations	7
1.6 Public Entity Crimes Statement	7
1.7 Bid Deadline	7
1.8 Sealed Bid	8
1.9 Bid Execution, Signatures, Erasure/Correction	8
1.10 Preparation of Bid	8
1.11 Bid Preparation Costs and Related Costs	8
1.12 Qualification of Bidders	8
1.13 Examination of Solicitation Documents & Site	8
1.14 Withdrawal of Bids	8
1.15 Bid Opening.....	8
1.16 Evaluation of Bids.....	8
1.17 Collusion.....	9
1.18 Agreement.....	9
1.19 Payments.....	9
1.20 Brand Names.....	9
1.21 Material.....	9
1.22 Samples.....	9
1.23 Quantity Guaranty.....	9
1.24 Governmental Restrictions on Materials.....	10
1.25 Safety Standards.....	10
1.26 Warranties.....	10
1.27 Copyrights/Patent Rights.....	10
1.28 Local Business tax (Occupational License Registration).....	10
1.29 Liability, Insurance, Permits and Licenses.....	10
1.30 Certificate(s) of Insurance.....	10
1.31 Assignment.....	10
1.32 Hold Harmless/Indemnification.....	11
1.33 Gratuities.....	11
1.34 Non-conformance to Contract.....	11
1.35 Default Provisions.....	11
1.36 Secondary/Other Bidders.....	11
1.37 Definitions.....	11
1.38 Bid Award.....	13



1.39	Execution of Agreement.....	14
1.40	Laws and Regulations.....	14
1.41	Taxes.....	14
1.42	Duty to Defend, Indemnify and Save Harmless.....	14
1.43	Decisions on Disagreements.....	14
1.44	City May Terminate.....	14
1.45	Miscellaneous.....	15
1.46	Waiver of Jury Trial.....	15
1.47	Governing Law.....	15
1.48	Venue.....	15
1.49	Project Records.....	15
1.50	Severability.....	15
1.51	Independent Contractor.....	15
1.52	Subcontractors.....	15
1.53	Consultant Services.....	16
1.54	Authority of the Project Manager(s).....	16
1.55	Hurricane Preparedness.....	16
1.56	Time for Completion.....	16

Section 2: Special Terms & Conditions

2.1	Purpose of Bid.....	17
2.2	Pre-Bid Conference.....	18
2.3	Term.....	18
2.4	Options to Renew.....	18
2.5	Method of Award.....	19
2.6	Multiple Award.....	19
2.7	Minority / Women's / Labor Surplus Firms Participation.....	20
2.8	Non-Discrimination and Equal Opportunity Employment.....	20
2.9	Contractor's Employees and Required Identification.....	21
2.10	E-Verify.....	21
2.11	Public Entity Crimes.....	21
2.12	Conflict of Interest.....	22
2.13	Anti-Lobbying Requirement.....	22
2.14	Price.....	23
2.15	Performance and Payment Bond.....	23
2.16	Bid Bond.....	23
2.17	Insurance.....	23
2.18	Monthly Invoicing.....	24
2.19	Federal, Local and State Regulations.....	25
2.20	Personnel Requirements/Qualifications.....	25
2.21	Professional Organizations/Certifications.....	28
2.22	Uniform/Appearance.....	29
2.23	Standards of Conduct.....	29
2.24	Background Checks.....	29
2.25	Alcohol and Controlled Substances.....	29
2.26	Employee Safety Requirements.....	30



2.27	Employee Training/Operating of Equipment.....	30
2.28	Safety Precautions	30
2.29	Material Safety Data Sheets.....	31
2.30	Protection of Property, Utilities, and the Public.....	31
2.31	Contractor's Responsibility for Utility Properties and Service.....	32
2.32	Access to Water and Utilities.....	33
2.33	Coordination of the Work.....	33
2.34	Access to the Project Site(s).....	33
2.35	Clean-Up.....	33
2.36	Maintenance & Service Plan.....	34
2.37	Annual Execution Plan.....	34
2.38	Quality Control Plan.....	35
2.39	Weekly Work Plan.....	36
2.40	Emergency Response Plan.....	36
2.41	Priority.....	36
2.42	Unsatisfactory Work to be Corrected by the Contractor.....	36
2.43	Termination for Convenience.....	37
2.44	Labor, Materials, and Equipment Shall be supplied by the Bidder.....	37
2.45	Licenses, Permits and Fees.....	37
2.46	Limited Contract Extension to Maintain Service Levels.....	38
2.47	Materials shall be New and Warranted against Defects.....	38
2.48	Additional Services not listed within this Solicitation Based on Price Quotes.....	38
2.49	Emergency/Disaster Event.....	39
2.50	Removal of Services.....	39
2.51	Other Governmental Agencies.....	39
2.52	Public Records.....	40
2.53	Prohibition against Contracting with Scrutinized Companies.....	40

Section 3: Performance Standards/Technical Specifications

3.1	Scope of Services.....	42
3.2	Locations of the Work.....	42
3.3	Satellite Storage and Operation Center.....	42
3.4	Equipment.....	44
3.5	Force Majeure.....	45
3.6	Irrigation System Maintenance.....	44
3.7	Pesticides and Fertilizers.....	48
3.8	Weed Control.....	54
3.9	Tree & Palm Maintenance.....	54
3.10	Shrub & Groundcover Maintenance.....	56
3.11	Butterfly Garden Specialized Maintenance.....	57
3.12	Mulch.....	57
3.13	Sod Maintenance / Mowing.....	58
3.14	Special Conditions for Bermuda Turf.....	59
3.15	Edging.....	61
3.16	Line Trimming.....	61



3.17	Catch Basins.....	61
3.18	Graffiti Removal.....	62
3.19	Litter/Debris Removal.....	62
3.20	Materials.....	63
Section 4:	Basic Services	
4.1	Basic Services (“Recurring Monthly”).....	65
Section 5:	Supplemental Services	
5.1	Supplemental Services (“On Demand”).....	68
Section 6:	Bid Submittal Forms.....	83
	Price Submittal – Basic Services (“Recurring Monthly”).....	83
	Price Submittal – Supplemental Services (“On Demand”).....	85
	Acknowledgement of Addenda.....	99
	Bid Submittal Form.....	100
Section 7:	Proposal Format & Questionnaire	
7.1	Format.....	102
7.2	Questionnaire.....	104
7.3	Equipment and Vehicles.....	113
7.4	Performance Deficiency Deduction Report.....	114

Exhibits

Exhibit A - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- Exhibit B Town-wide Map_North-PARKS
- Exhibit C Town-wide Map_Central-PARKS
- Exhibit D Town-wide Map_South-PARKS
- Exhibit E Tree_Maint_classification_PARKS_NORTH
- Exhibit F Tree_Maint_classification_PARKS_CENTRAL
- Exhibit G Tree_Maint_classification_PARKS_SOUTH
- Exhibit H Tree Summary

Affidavits

- Non-Collusive Affidavit
- Public Entity Crimes
- Equal Opportunity / Affirmative Action Statement
- Conflict of Interest Statement
- Dispute Disclosure Form
- Anti-Kickback Affidavit
- Bid Bond
- Performance Bond
- Prohibition against Contracting with Scrutinized Companies



LEGAL ADVERTISEMENT

NOTICE TO BIDDER

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

Invitation to Bid No. 20-08-01
City Landscaping Services (With Option B Hyperlink [here](#))

The Bid Specifications for this Invitation to Bid are available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Bidders who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all Bidders who are listed on the official list. The City may not accept incomplete Bids.

Bids shall be on a unit price basis; segregated Bids will not be accepted. Sealed Bids will be received by the City Clerk no later than **2:30 PM, on Thursday, October 1, 2020** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Bids received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and read aloud at this time.

The envelope containing the **sealed** Bid must be clearly marked: **“BID ENCLOSED” Bid No. ITB 20-08-01 City Landscape Services**

OPENING DATE AND TIME: Thursday, October 1, 2020 at 2:30 PM

A virtual **mandatory** Pre-Bid Conference for all potential Bidders is set for **Thursday, September 10, 2020 at 2:00 PM**. Join Zoom Meeting
<https://us02web.zoom.us/j/89037715907?pwd=OVJKaUNmUXdlZ2NCVzgzSGpJUXFPQT09>
Meeting ID: 890 3771 5907 Passcode: 075754. Additional access information below in Section 2.

The Owner reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the Owner in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **This bid is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in EXHIBIT A.**

All questions regarding Invitation to Bid No. 20-08-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, by September 15, 2020. Questions may be submitted via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. *Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach



SECTION 1

INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR ITB SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Bidders from submitting their Bid on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

As a convenience to Bidders, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Invitation to Bid, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the City Clerk at (305) 792-1703.

1.3 INTENTION OF THE CITY:

It is the intention of the City to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must

comply therewith. City will have no duties other than those duties expressly set forth within the Contract Documents.

1.4 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered bidders (those who have been registered as receiving a Bid package) receive the documents. It is the sole responsibility of the Bidder prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

1.5 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or RFP/ITB/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or RFP/ITB/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.6 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted Bidder 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 Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, 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 287.107, for category two for a period of 36 months from the date of being placed on the convicted Bidder list".

1.7 BID DEADLINE:

Bids must be submitted no later than the time and date



shown within this document.

1.8 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this Invitation to Bid must be executed) and submitted in a sealed envelope.

1.9 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the bidders prior to the opening must be initialed and dated by the bidders. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature by an officer or employee having authority to bind the company or firm.

1.10 PREPARATION OF BID:

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the City's forms, or fully complete the required forms may result in determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms or teaming agreements will not be considered for award under this ITB.

1.11 BID PREPARATION COSTS AND RELATED COSTS:

All cost involved with the preparation and submission of a Bid to the City or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the City Commission or City Manager. The City will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

1.12 QUALIFICATION OF BIDDERS:

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section 1. Bidders must submit a completed Questionnaire

Form utilizing the form included in Section 7 of the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The City may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

1.13 EXAMINATION OF SOLICITATION DOCUMENTS AND SITE:

It is the responsibility of each Bidder, before submitting a Bid, to:

- 1.13.1 Examine the solicitation thoroughly.
- 1.13.2 Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- 1.13.3 Take into account federal, state, and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- 1.13.4 Study and carefully correlate Bidder's observations with the solicitation.
- 1.13.5 Notify the City Clerk of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- 1.13.6 The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.14 WITHDRAWAL OF BIDS:

Bidders may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Bidders in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.15 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the bidders to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Invitation to Bid. After the Bid opening, the contents of the Bid Form will be made public for the information of Bidders and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.16 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Bidders facilities to determine their capability of



meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Bidders, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

- 1.16.1 Hold Harmless: All Bidder's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.
- 1.16.2 Cancellation: Failure on the part of the Bidders to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 1.16.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.17 COLLUSION:

Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be collusive. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

1.18 AGREEMENT:

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The Bidder will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The Bidders who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed

that this sum is a fair estimate of the amount of damages the City will sustain in case the Bidders fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.19 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or work order. Invoices must bear the work order number.

1.20 BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, or Bidder catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

1.21 MATERIAL:

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

1.22 SAMPLES:

Samples of items, when required, must be furnished by the Bidders free of charge to the City. Each individual sample must be labeled with the Bidders name and manufacturer's brand name and delivered by them within ten (10) calendar days of Bidders receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

1.23 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.



1.24 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.25 SAFETY STANDARDS:

The Bidders warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.26 WARRANTIES:

Successful Bidders shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.27 COPYRIGHTS/PATENT RIGHTS:

Bidders warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

1.28 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.29 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Bidders shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections,

and insurance required. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders (or their agent) or any person the Bidders has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid.

1.30 CERTIFICATE(S) OF INSURANCE:

Bidders shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Bidders must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Bidders and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Bidders, which relate to the activities of such Bidder and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Bidders hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.31 ASSIGNMENT:

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such



change and City shall have the right to terminate the contract upon thirty (30) days written notice, at City's sole discretion.

1.32 HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.33 GRATUITIES:

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

1.34 NON-CONFORMANCE TO CONTRACT:

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the Bidder at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.35 DEFAULT PROVISION:

In case of default by the Bidders, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Bidders responsible for any excess costs occasioned or incurred thereby.

1.36 SECONDARY/OTHER BIDDERS:

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.37 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Approved: Means approved by the City.

Basic Services: The offer of the Bidders submitted on the prescribed form setting forth the prices for the Work to be performed on a recurring basis.

Bid: The offer of the Bidders submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Form: The form that contains the goods or services to be purchased and that must be completed and submitted with the bid.

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

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

City: City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

Consultant: A firm that has entered into a separate agreement with the City for the provision of professional services.

Contract Documents: Contract Documents shall include, Instructions to Bidders, Contractor's Bid, the Bonds, the



	<p>Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.</p>		
Contract Price:	The total monies payable to the Contractor under the Contract Documents.	Notice to Proceed:	The written letter or directive issued by the City Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
Contract Time:	The number of calendar days stated in the Agreement for the completion of the Work.	Performance Standards:	The desired results established for each type of Work described in the ITB, necessary to be deemed Satisfactory.
Contracting Officer:	The individual who is authorized to sign the contract documents on behalf of the City's governing body.	Project:	A task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
Contractor:	The person, firm or corporation with whom the City has executed this Agreement.	Project Manager:	The individual(s) assigned by the City Manager or designee to manage the project.
Day:	A calendar day of twenty-four hours measured from midnight to the next midnight.	Quality Assurance:	Those actions taken by the City to assure Services meet the Satisfactory Performance Standards established by the Contract Documents.
Designee:	A person(s) selected by the City Manager to carry out a duty or role.	Quality Control:	Those actions taken by the Contractor to ensure the Contractor's performance meets the Performance Standards.
Field Order:	A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.	Re-Work:	Corrective Work performed by the Contractor, at no cost to the City, to meet the Performance Standards.
Modification:	Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.	Responsive Bidder:	The Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
Non-Compliant Work:	Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.	Responsible Bidder:	The Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
Notice of Award:	The written notice by City to the apparent successful Bidders stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.	Samples:	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
		Satisfactory:	Work performed by the Contractor that has been determined through City inspection to meet the Performance Standards.
		Site(s):	The location(s) where Work is to be performed under this Contract.



Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: A person, firm, or corporation having a direct Contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.

Supplemental Services: Those services that are performed on a periodic basis (on demand) for which the Contractor receives compensation on the prescribed form setting forth the prices for the Work being performed.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Turf: Grass or other vegetation considered desirable for the particular park or right-of-way.

Unbalanced Bid: Pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

Unsatisfactory Work: Work performed by the Contractor that has been determined through City inspection to not meet the Performance Standards.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Work Order: A document issued by the City awarding Additional Services to a Contractor.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a

member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

1.38 BID AWARD:

The City anticipates awarding one or more contracts to the lowest responsive and responsible Bidder(s) that is in the best interest of the City. The City reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation at its sole discretion. The City also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract, is in arrears to the City, is involved in an on-going bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding. The City reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the City. An unbalanced Bid price, which will be determined at the sole discretion of the City, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The City may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Bid shall be awarded to the lowest responsible and responsive bidder whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Bidder's capability to perform the Services as described in this ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Bidder to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Bidders on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City



will issue the Notice of Award and give the successful Bidders a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a Bidder who is not necessarily the lowest dollars and cents bidders on the basis of the results of these queries and investigation(s).

1.39 EXECUTION OF AGREEMENT:

At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

1.40 LAWS AND REGULATIONS:

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom. Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, the most stringent specifications, rules and regulations will apply.

1.41 TAXES:

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each work order. Exemption certificates are available upon request.

1.42 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor,

Sub-Contractor, 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 by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

1.43 DECISIONS ON DISAGREEMENTS:

The City will be the initial interpreter of the Performance Standards and Technical Specifications.

1.44 CITY MAY TERMINATE:

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of



the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.44.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.44.2 Upon ten (10) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.45 MISCELLANEOUS:

Bidders acknowledge the following miscellaneous conditions:

1.45.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.45.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.45.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.45.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.46 WAIVER OF JURY TRIAL:

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

1.47 GOVERNING LAW:

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.48 VENUE:

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.49 PROJECT RECORDS:

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

1.50 SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.51 INDEPENDENT CONTRACTOR:

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

1.52 SUBCONTRACTORS:

No Subcontracting or use of a temporary labor force is permitted for this Contract. The City may permit subcontracting for specialized landscape maintenance services that are not within the basic scope of services for this Contract. In said special circumstances, the Contractor must obtain the prior written approval of the City before



subcontracting any portion of specialized grounds maintenance work.

1.53 **CONSULTANT SERVICES:**

The City, at its sole discretion may hire a Consultant who may serve the City's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the City to the extent provided in the Contract Documents and as outlined in Article 1.54, Authority of the Project Manager, where such authority has been delegated in writing by City Manager.

1.54 **AUTHORITY OF THE PROJECT MANAGER(S):**

The City Manager hereby authorizes the Project Manager(s) to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in the Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager(s) and must promptly respond to requests of the Project Manager(s), including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager(s) will follow up in writing, as soon thereafter is practicable.

The Project Manager(s) and Consultant have authority to act on behalf of the City to the extent provided by the Contract, unless otherwise modified in writing by the City. All instructions to the Contractor will be issued through the City Manager or designee or the Project Manager.

The Project Manager(s) will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager(s) and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the City's Procurement Manager.

The Project Manager(s) and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

1.55 **HURRICANE PREPAREDNESS:**

During such time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane or tropical watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work. In the event of a severe weather event, the City must be a priority client to the Contractor. At a minimum, Contractor must respond to the City's request in accordance with its Emergency Response Plan under Article 2.34.

1.56 **TIME FOR COMPLETION:**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis.

Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

End of Section



Section 2 Special Terms and Conditions

2.1 **PURPOSE OF BID:**

The City of Sunny Isles Beach (the "City") intends to secure the services of qualified, experienced and licensed contractor(s) (the "Contractor") with a minimum of five years experience to provide Landscape Maintenance Services, in accordance with the terms, conditions and specifications contained in this Invitation to Bid (ITB). The bidder will have the option to bid, **Option A- bid on Parks only or Option B- bid on Parks/ROWS combined, however there will not be an option to bid on ROWs only. The specifications for Option B can be found on this [hyperlink](#)**, all the terms and conditions (including Exhibit A) on this document shall also apply to option B. The awarded Contractor is expected to begin work no later than November 1, 2020, specifically for Option A. It is the intent of this bid document that all work shall result in compliance with the contract documents and all regulatory requirements applicable to such service.

The Contractor shall provide all labor, materials, equipment, tools, qualified and certified supervision, and other items and services both necessary and incidental to ensure that the Landscape Maintenance Services are performed in a manner that will maintain a healthy landscape and present a neat, clean, and professional appearance of all parks and recreational facilities areas. The Work shall include, but not be limited to, weeding, mowing, turf maintenance, edging, pruning, hedge trimming, raking, sweeping and vacuuming sidewalks, herbicide applications including preventive and corrective applications, fertilization and pest management services using Integrated Pest Management principles, irrigation system maintenance, monitoring and repair, maintaining and replacing, if necessary, any plants lost due to negligence of the Contractor, seasonal color replacement, removing graffiti on a daily basis, daily removal of all litter including dead animals, shopping cart removal and litter pick up seven days per week, or as defined by the City. The Contractor shall adhere to the City Noise Ordinance, and also the amendment stating Contractors cannot blow debris onto other people's properties, referenced in Chapter 193.

In addition, the City will award to the lowest responsive responsible bidder as a tertiary (third in order) bidder for services relating to disaster debris removal, in the event that the City's primary and secondary debris removal contractor has defaulted and/or terminated. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. The Contractor may handle debris management activities in the City in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP). Primary Contractors shall be required to follow all applicable requirements of [2 C.F.R. 200.318 through 200.326](#) and [FHWA-1273 – Federal-Aid Construction contracts](#) in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors. The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for



debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2.2 **MANDATORY PRE-BID CONFERENCE VIA ZOOM MEETING**

A pre-bid conference is scheduled for the time and location shown in the Notice to Bidder, **Thursday September 10, 2020 2:00 PM Eastern Time** (US and Canada). It is mandatory that all Bidders attend the online pre-bid conference. No claim of ignorance by the Bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Sunny Isles Beach. Oral statements may not be relied upon and will not be binding or legally effective. As such an addendum will be issued if any alterations are made to the specifications contained herein.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89037715907?pwd=OVJKaUNmUXdlZ2NCVzgzSGpJUXFPQT09>

Meeting ID: 890 3771 5907

Passcode: 075754

One tap mobile

+13126266799,,89037715907# US (Chicago)

+19292056099,,89037715907# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 890 3771 5907

2.3 **TERM**

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. This contract shall remain in effect for an initial two (2) years; provided that the services rendered by the Bidder during the contract period are satisfactory.

2.4 **OPTIONS TO RENEW**

Prior to, or upon completion of that initial term, the City shall have the option at its sole discretion to renew this contract for an additional three (3) one (1) year renewal terms. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes



in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL.

It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall not exceed 5%. For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

Should the Bidder decline the City's right to exercise the option period, the City may consider the Bidder in default, which may affect the Bidder's eligibility for future contracts.

NOTE: IF MULTIPLE BIDDERS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC BIDDER.

2.5 METHOD OF AWARD

Following the review of bids, the lowest responsible, responsive bidder(s) meeting all terms, conditions, and specifications of the ITB shall be recommended for award either by bid item, bid group, option A or B, or for the entirety of all bid items, as deemed in the best interest of the City. The City Manager may also reject all proposals received. In determining the lowest responsible, responsive bidder, and in addition to price, section 62-8 of the City Code provides that the City may consider the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.



No contract will be awarded to, any person who is in arrears to the City of Sunny Isles Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to any public agency, or who is deemed irresponsible or unreliable by the City Commission of the City of Sunny Isles Beach, in its sole discretion.

2.6 MULTIPLE AWARD

The City may award multiple Bidders (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Bidders in order of award. The lowest Bidder for each group shall be considered the primary awardee and should receive the largest volume of work, upon meeting the required qualifications and acceptance to the City's terms. However, the City may utilize other Bidders in the event that: 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason. In the event that one of the successful bidders (primary, secondary or tertiary) are deemed to be performing unsatisfactorily as determined by the City, the City may opt to award their designated bid group to the Bidder performing to City's approval.

2.7 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Sunny Isles Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (6) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.8 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT



During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

2.9 CONTRACTOR'S EMPLOYEES AND REQUIRED IDENTIFICATION

Contractor is responsible for performing criminal background checks and employee verification on all individuals that will be assigned to this contract. Employees of the Contractor must be 18 years or older. Contractor's employees shall be considered to be at all times the sole employees of the Contractor under the Contractor's sole discretion and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees, and the City may require the Contractor to immediately remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment is not in the best interest of the City. Prior to working in the City, all managers and employees of Contractor, any independent contractors, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 435.03, Florida Statutes (level 2 screening) and all other applicable law. A background check shall be conducted on new employees prior to employment and on each employee automatically at least once every five years. If an employee leaves company and returns, the employee will need to have their background check cleared again through the City. Prior to the beginning of the contract term and upon agreed renewals the contractor shall submit written certification to the City that Contractor has complied with the City's requirement regarding background checks on all employees. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur; **City Facilitated background checks will be required for new employees.** The contractor will be responsible for the cost of the background check which is \$67.75 per person payable to the City. The certifying document shall be signed by the authorized officer of the corporation. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement. The Successful Bidder(s) shall bear all cost associated with the criminal background check.

2.10 E-VERIFY



Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

2.11 PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted Contractor list following a conviction for 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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted Contractor list.

2.12 CONFLICT OF INTEREST

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

2.13 ANTI-LOBBYING REQUIREMENT

Federal: Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of a member of Congress in connection with obtaining any Federal contracts, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).



1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-signed, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

2.14 PRICE

Unit prices shall remain fixed and firm through the term of the contract.

2.15 PERFORMANCE AND PAYMENT BOND

The City of Sunny Isles Beach shall require the successful Bidder to furnish a Performance and Payment Bond in the amount of 100% of the total Basic Services "recurring monthly" (The subtotal of lines **1-37** of the bid form) of the extended total, with the City of Sunny Isles Beach as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after notification of the award by the City. The bonds shall be with a surety company authorized to do business in the State of Florida. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including any optional renewal periods. **If**, the bidder decides to bid on the ROW specifications as well, then the performance bond will need to be in the amount of 100% of the total basic services total for **both**.



2.16 **BID BOND**

The City of Sunny Isles Beach shall require that every Bidder furnish a Bid Bond in the amount of 5% of the total Basic Services "recurring monthly" (The subtotal of lines **1-37** of the bid form) of the extended total. **If**, the bidder decides to bid on the ROW specifications as well, then the bid bond will need to be in the amount of 5% of the total for **both**.

2.17 **INSURANCE**

Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Workers Compensation (Statutory Limits)
- Independent Contractors
- Products and/or Completed Operations Hazard
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City manager or his designee by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Bidder(s) to carry insurance as required, and that they will require the Sub-



Bidder(s) to furnish to them insurance certificates same as to those required by the City in this section.

2.17.1 Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

2.17.2 NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.

2.18 MONTHLY INVOICING

Cut-off date is the end of the last business day of the month. Bidder shall submit by the 10th day of the following month Bidder's completed Invoice. Should the 10th fall on a weekend or holiday, Contractor shall submit his application on the next workday.

Bidder is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Invoice for that month's billing cycle. A late Invoice with a recommendation for payment will be paid in the next month's billing cycle.

2.19 FEDERAL, LOCAL AND STATE REGULATIONS

Bidder shall submit a copy of the following licenses and keep them current throughout the term of the Contract: Certified Pest Control Operator in Lawn and Ornamentals licensed by the State of Florida, ISA certified Arborist, Miami-Dade County Irrigation License, Dade County Occupational License; and current Local Business Tax Receipt.

Furthermore, as a response to Coronavirus Disease 2019, bidders are required to follow the CDC, *Guidance for Businesses and Employers* strategies and recommendations found [here](#), in addition to all State/County and City orders.

2.20 PERSONNEL REQUIREMENTS/QUALIFICATIONS

The Contractor will provide staff that is able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding safety, plant health, pruning, Integrated Pest Management, pesticide application, hazardous material spill response, and irrigation maintenance. The City reserves the right to



demand the replacement of Contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards and Technical Specifications. Such management includes, but is not limited to, planning, report preparation, establishing and maintaining records, and quality control. The Contractor must provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the City's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

2.20.1 PROGRAM MANAGER

The Program Manager shall be responsible for the City of Sunny Isles Beach contracted landscaping services and must be a senior level management employee and have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract. The Program Manager must have a minimum of ten (10) years combined horticultural education and experience as a landscape field maintenance supervisor on contracts of similar size, scope, and complexity. The Program Manager must be certified through Florida Nursery, Growers and Landscape Association (FNGLA). The Program Manager shall have the authority to make immediate and binding decisions on behalf of the Contractor without obtaining any approvals from others regarding the disbursement of any resources needed including but not limited to materials, equipment, labor, chemicals or otherwise as directed by the City. This person shall be available to attend all meetings with the City within twenty-four (24) hours of notification at no charge as directed by the City, shall be available to the City within one (1) hour notification for emergencies at all times at no charge, including facility maintenance duties, boarding up of facilities, and other work as directed by the City, shall be present at up to 3 special events per year as requested by the City, and be present at all planning meetings at no charge, with twenty-four (24) hour notice. This person shall perform inspections at minimum twice per week of the landscaped areas in the scope of services and be available to City for routine and as-needed inspections as directed by the City, shall be available to the City's Project Manager(s) and Consultant as directed by the City for inspections, reviews, and consultation via telephone or other approved wireless communications on a 24/7/365 basis. When this person is out of City on vacation or leave, an alternate contact shall be provided, and shall be approved at the City's sole discretion. The Program Manager must be available to discuss Contract matters and performance issues with the Project Manager(s) or Consultant during regular City business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. The duties will be performed at no additional labor or travel charges. The Contractor must provide to the Project Manager(s) the contact information (i.e. phone, email address, cell phone, etc.) for the Program Manager and an alternate individual, within five (5) days of execution of the Contract. A resume of the Program Manager must be submitted with the Contractor's



Qualifications as specified in Section 7, which must include all contact information (i.e. telephone, email address, cell phone, etc.). The Contractor must provide an updated list no less than five (5) days of any changes of the Program Manager or contact information provided. Foreman, Field Supervisors, Account Managers, etc. are not acceptable.

The Program Manager must furnish a monthly report ("Report") to the Project Manager no later than the fifteenth (15th) of each month that must consist of five (5) parts, broken down as follows:

Part 1: Prior month's Basic Services activities accomplished, identified by park and facility, and must include the date(s) the Work was performed.

Part 2: Prior month's Supplemental Services activities accomplished, identified by park and facility, the date(s) the Work was performed and the cost(s) associated with the Work.

Part 3: Prior month's Re-Work activities accomplished, identified by park and facility, the date(s) the Work was performed.

Part 4: Prior month's Additional Services activities accomplished, identified by park and facility, the date(s) the Work was performed.

Part 5: Prior month's inspections conducted under the Quality Control Plan ("QCP") as further set forth in 2.38.

This Part of the Report must include the following:

- a. Dates of inspections
- b. Name and signature of inspector
- c. Location of the inspection
- d. Work inspected
- e. Locations found to be non-compliant
 - i. Deficiencies found per location
 - ii. Actions taken to correct deficiencies
 - iii. Actions taken to mitigate future occurrences of the deficiencies

Contractor must provide Project Manager(s) with a hard copy and/or electronic copies of all forms and documents prepared as part of the Quality Control Plan monitoring.

Note: In the event that the same bidder is awarded option B, which includes Parks and ROWs, personnel such as field supervisor and staff **shall not** be interchangeable. ROW and Parks shall have their own personnel. The only exception the City is willing to consider is one (1) Program Manager overseeing both Parks and ROWs but your Bid submittal must make note that you are planning as such under the exceptions.

2.20.2 FIELD SUPERVISOR



The Contractor must provide 1 qualified on-site full-time working Field Supervisor to manage Contractor's personnel at the Work sites. One (1) Field Supervisor shall be assigned to the Cultural & Community Services Department. These people (and their substitutes) must have full authority to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Field Supervisor must be the central point of contact in the field for the City; and, must effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and Technical Specifications and reporting requirements of the Contract. A resume of the Field Supervisor must be submitted with the Contractor's Qualifications as specified in Section 7, which must include all contact information (i.e. telephone, email address, cell phone, etc.). The field supervisor must have a minimum of five (5) years combined horticultural education and experience as a landscape field maintenance supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Project Manager(s) must be notified and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Project Manager(s) with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

Note: In the event that the same bidder is awarded option B, which includes Parks and ROWs, personnel such as field supervisor and staff **shall not** be interchangeable. ROW and Parks shall have their own personnel. The only exception the City is willing to consider is one (1) Program Manager overseeing both Parks and ROWs but your Bid submittal must make note that you are planning as such under the exceptions.

- 2.20.3 The Contractor must provide a minimum of six (6) full time staff, one (1) on-site Field Supervisor Monday – Friday and two (2) full-time staff during weekends with (1) one on-site Field Supervisor (or additional staff as needed to meet scope of service, as determined by the City). All Work shall be accomplished anytime between the hours of 7:00 A.M. to 5:00 P.M. Monday through Sunday. The minimum required staff is for routine landscape maintenance services only and does not include services such as annual flower change-outs, shrub replacement, special projects, irrigation repair, tree and palm pruning. The Contractor is responsible to provide additional staff as needed to perform this work and all other work contained in this ITB.

The City shall not be liable for any overtime costs for any staff working in excess of eight (8) hours per day or (40) hours per week in order to accomplish the Work in accordance with the Performance Standards.

Note: In the event that the same bidder is awarded option B, which includes Parks and ROWs, personnel such as field supervisor and staff **shall not** be interchangeable. ROW and Parks shall have their own personnel. The only exception the City is willing to consider is one (1) Program Manager overseeing both Parks and ROWs but your Bid submittal must make note that you are planning as such under the exceptions.



2.20.4 PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. The Contractor must submit within fourteen (14) days of execution of the Contract, a list of all personnel proposed to work under the Contract. The list must be updated immediately when changes occur throughout the term of the contract

2.20.5 All irrigation maintenance and repairs shall be performed by, or under the direct supervision of a Certified Irrigation Technician.

2.20.6 All pesticide applications shall be performed by a Contractor licensed and insured as a State of Florida Licensed Commercial Applicator. In addition, the staff performing the pesticide application shall be licensed as Commercial Operators per Florida Statute Chapter 482 and Rule 5E-14.

2.20.7 All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning shall be performed under the supervision of an ISA certified Arborist with a minimum five (5) years experience with South Florida trees. The certified arborist shall be on site at all times when pruning occurs.

2.20.8 All Maintenance of Traffic personnel shall be trained and certified in accordance with FDOT Temporary Traffic Control (TTC) standard specifications.

2.20.9 The Contractor shall be available to meet with all public utilities to locate all irrigation and hydraulic lines prior to excavation by the utility company. The Contractor is to act as the City's Representative in order to avoid unnecessary damage to irrigation lines.

2.21 **PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS**

The Contractor, as a minimum, must be a member, in good standing, of the following organizations:

- Florida Nursery, Growers and Landscape Association (FNGLA) membership
- Florida Certified Landscape Contractor (FCLC) certification
- Tree Care Industry Association (TCIA) and/or International Society of Arboriculture (ISA) membership
- ISA certified Arborist

The Contractor shall submit proof of membership along with required certificates with the Bid submittal, and provide concurrent proof of membership and certifications annually throughout the duration of the contract, including renewals, if any. Failure to submit the certificates and proof of memberships may result in rejection of the Bid, due to unresponsiveness.

2.22 **UNIFORM/APPEARANCE**

Contractor personnel located at Work sites must present a neat appearance, and must wear distinct clothing bearing the Contractor's name for easy identification. All Contractor employees, including



the Field Supervisor, must wear a distinctive and neat uniform, which the Contractor must supply at no cost to the employee. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Project Manager(s) to be unacceptable for representing the City. The Project Manager(s) may request the removal of any employee not properly uniformed. Staff must have a name badge with name and photo visible to the public at all times, issued by the City.

2.23 STANDARDS OF CONDUCT

The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the City. Being that the Contractor will be visible at all times to the public during the performance of its duties under the Contract, the Contractor should ensure its employees continue to adhere to standards of conduct while on breaks. Contractor's employees must not sleep or lay down in public view at any time during the Work. If any of Contractor's employees are found sleeping or laying down in public view by City staff, or if such activity is reported by the public and verified by the City, the City may impose a performance penalty of \$250 per occurrence assessed to the Contractor.

2.24 BACKGROUND CHECKS

The successful Firm will be responsible for hiring the necessary personnel to conduct the specified services and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation. All staff assigned to this contract shall be required, **at their sole cost and expense**, to pass a criminal background check prior to award of the contract administered by the City of Sunny Isles Beach, HR Department. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE") Florida Crime Information Center/National Crime Information Center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work at any City facility. The contractor will be responsible for the cost of the background check which is \$67.75 per person payable to the City.

2.25 ALCOHOL AND CONTROLLED SUBSTANCES

The Contractor's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Contractor employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.



2.26 **EMPLOYEE SAFETY REQUIREMENTS**

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees must wear a safety vest when working by roads and in areas with vehicular traffic.

2.27 **EMPLOYEE TRAINING/OPERATING OF EQUIPMENT**

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers, trucks, and etc., and must maintain records of all training, qualifications and certifications to be made available for the City's review upon request. The Contractor must provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time must the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking during performance of the Work under this Contract.

2.28 **SAFETY PRECAUTIONS**

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

- All employees on the Project site(s) and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site(s).
- Other Property at the Project site(s) or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures and utilities.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must 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 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when execution of the Work may affect them. The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.



Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida), which bear on the performance of the Work.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager(s).

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

2.29 MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

- The chemical and the common name of the substance.
- The hazards or other risks in the use of the substance, including:
 - The potential for fire, explosion, corrosion, and reaction;
 - 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 substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedures for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading information.
- 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.

2.30 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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



The Contractor is solely responsible for, and must replace and make good all loss, injury, or damage to any property including, but not limited to, landscaping, irrigation, walks, drives, structures, or utilities resulting from performance of the Work.

2.31 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the City nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager(s). Contractor shall also cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager(s).

The Contractor shall replace with material approved by the Project Manager(s) or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager(s) or Consultant.

The Contractor shall replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

2.32 ACCESS TO WATER AND UTILITIES



The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator, fuel, etc. The use of a generator may be subject to the prior approval of the Project Manager(s) and may be withheld when the Work is in a primarily residential neighborhood. Electrical power required during construction must be installed by a qualified electrical contractor approved by the Project Manager(s).

Contractor will be responsible to provide all of its employee's sufficient access to drinking water at the Site(s).

The City may at its sole discretion provide access to City utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work. The ability of the City to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

2.33 COORDINATION OF THE WORK

Prior to the commencement of the Work under the Contract, the Project Manager(s) will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager(s) may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends upon proper execution or results from the work of any other persons, Contractor must inspect and promptly report to Project Manager(s) any defects in such work that render it unsuitable for such execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of contractor's Work. Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

2.34 ACCESS TO THE PROJECT SITE(S)

City will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City for use of Contractor.

2.35 CLEAN-UP

Contractor must, at all times, keep the work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all tree and landscape cuttings, excess leaves, waste materials and rubbish



from the site(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, the City may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The City is not required to supply areas or facilities for storage or removal of waste on-site.

2.36 MAINTENANCE & SERVICE PLAN

The Contractor must prepare a Maintenance and Service Plan (“M&S”) establishing a program of inspections and maintenance for meeting the Performance Standards and Technical Specifications of the Contract Documents. The Contractor must submit the M&S for the first twelve (12) months of the Contract term to the Project Manager(s) within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Project Manager(s) recommend or require revisions, the Contractor must make the necessary revisions, and re-submit a revised M&S to the Project Manager(s) within seven (7) days. Thereafter, the Contractor must submit another M&S to the Project Manager(s) sixty (60) days prior to the start of each twelve (12) month period.

The M&S must:

- Outline the Contractor’s overall strategy for providing the Landscape Maintenance Services contained in the Contract Documents;
- Establish the Contractor’s program of inspections and maintenance for each Contract year, to include a month to month breakdown by task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor’s Annual Execution Plan – i.e., the Contractor’s schedule of activities and resources (labor and material) to accomplish the Contractor’s program;
- Provide the Contractor’s standard operation procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Identify any Project site(s) considered to need re-sodding or re-planting to be brought to the Performance Standards and the associated cost for completing the Work;

Once accepted, the Contractor’s M&S Plan will provide the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents.

2.37 ANNUAL EXECUTION PLAN

The Annual Execution Plan (“AEP”) must include a breakdown of the Work to be performed on a monthly basis by Task and Site, and must also include a breakdown of the labor force and equipment to be used on a monthly basis. The Contractor must reflect in the AEP when the annual planting change-outs, pruning, mowing, fertilization, mulching, tree and palm maintenance, irrigation maintenance, etc. will occur. The AEP must also reflect a budget estimate for each month.



The initial AEP must be submitted within fourteen (14) days of execution of the Contract. Each subsequent AEP must be submitted one month prior to the start of the new Contract year. Any revisions to the AEP must be subject to the prior written acceptance of the Project Manager.

2.38 QUALITY CONTROL PLAN

Within fourteen (14) days of the execution of the Contract, the Contractor must submit a Quality Control Plan ("QCP") to the Project Manager(s) for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the Contractor will monitor its own Work to ensure that the Work is performed and meets the Performance Standards established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP must be designed to keep the Contractor's management and the City informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum the QCP must address the following:

- An inspection system that is tailored to the different Tasks and Sites covered under the Performance Standards and Technical Specifications;
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or the Project Manager(s) or Consultant independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Project Manager(s) access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
- The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Project Manager(s), with requested revisions or corrections. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Project Manager(s).

The Contractor must perform quality control inspections by qualified personnel (i.e. personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services, and provide documentation of the inspection results to the Project



Manager(s) on a monthly basis). The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Project Manager(s).

2.39 WEEKLY WORK PLAN

Concurrent with the submission of the Annual Execution Plan (AEP), the Contractor must submit a work plan for the initial two weeks of Work. Subsequently, the Contractor must provide a Work Plan every Thursday to the Project Manager(s), which will reflect the Work to be performed during the next week, broken down by Site(s) and Task, and day(s) of the week the Work will be performed.

2.40 EMERGENCY RESPONSE PLAN

The Contractor must prepare and furnish to the Project Manager(s) for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, high winds, or flooding. The ERP must address the Contractor's coordination procedures with the City.

The ERP must include a provision for cooperating with the City to furnish Contractor's forces to supplement the City's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. In such event that services or equipment will be deemed as Supplemental Services and paid for in accordance with Section 7 of the Contract.

2.41 PRIORITY

The Contractor, on an immediate and first priority basis, shall make available all its resources and equipment to the City 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 other emergency deemed by the City Manager or his designee. Work may include but is not limited to roadway clearing, extensive clean-up and disposal activities. All debris removed from the City will be legally disposed of at an EPA and/or City approved dump site. Each May 1st, the Contractor shall submit, for City approval, an Emergency Response Plan.

2.42 UNSATISFACTORY WORK TO BE CORRECTED BY THE CONTRACTOR

The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any Unsatisfactory Work that fails to conform to the contract documents regardless of project completion status. If Unsatisfactory Work is identified, through planned, random or unannounced inspections, or any other circumstance through which the City becomes aware of non-Compliant Work, the Contractor will be notified in writing within two (2) business days. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or Non-Compliant Work are verbally reported to the Contractor by the City's Project Manager(s), who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period



specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within one (1) business day of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City may place the Bidder in default.

In addition to random or unannounced inspections, the City will conduct planned inspections, one for parks and facilities and one for rights-of-way each month, which will be conducted prior to the Contractor submitting its monthly invoice. When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the City will conduct a subsequent inspection to ensure compliance. The City will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, the City shall impose deductions to invoice. A report to the Contractor (per Section 7.4) will be submitted along with the unsatisfactory inspection notice. The deductions include:

1. Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives and Purchase Order; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the Authorized Representative. Deduction of up to \$200 per instance.
2. Failure to comply with minimum City defined manpower requirements. Deduction of \$100 per employee per workday.
3. Failure to provide adequate equipment in compliance with City specifications and/or as requested by the Authorized Representative. May result in a deduction of up to \$200 per instance per workday.
4. Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing City property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
5. Failure to comply with water restrictions imposed by any agency having authority to do so. May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
6. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

2.43 TERMINATION FOR CONVENIENCE

This agreement may be terminated by the City without cause upon ten (10) day written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services performed to the City's satisfaction and prior to the effective date of termination.



2.44 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 entitled "Performance Standards and Technical Specifications", of this solicitation the Bidder shall furnish all labor, material, equipment and supplies necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade customarily used for the purpose. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools must be operated within the safety parameter as defined by the manufacturer and OSHA; and, must be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic. All material, workmanship, and equipment shall be subject to the inspection and approval of the Project Manager(s).

2.45 LICENSES, PERMITS AND FEES

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the Bidder for failure to obtain required licenses, permits or fines shall be borne by the Bidder.

2.46 LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the Bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the City at the same prices while the new contract, also in force, is being mobilized. If the Bidder is supplying equipment in conjunction with this contract, the Bidder agrees to retain the equipment at the designated City premise for an additional thirty (30) calendar days after the current expiration of the Contract, at which time the equipment shall be removed from the premises.

2.47 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Bidder at the Bidder's expense and the contract cancelled or (2) the City may require the Bidder to replace the materials at the Bidder's expense.

2.48 ADDITIONAL SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:



While the City has listed all major items within this solicitation which are utilized by City in conjunction with their operations, the City may request the Bidder to perform Additional Services for which prices are not established in the Contract. Under these circumstances, the City Project Manager(s) will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidders on the contract, the City representative may also obtain price quotes from these Bidders. The City reserves the right to award these similar items to the primary contract Bidder, another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation. The Contractor shall be required to submit a written estimate on each specialty project under this contract before a Work Order for that specific project is issued. The price quote must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the Bidder on its initial offer or the most current contract pricing. The price quote shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The City reserves the right to award the project based on the lowest written price quote, or to reject all quotes when such action is determined to be in the best interests of the City, and obtain the required services from another source of supply. The actual charge to the City from an awarded Bidder for a specific project shall not exceed the Bidder's initial price quote without the expressed prior approval from an authorized agent of the City.

2.49 EMERGENCY/DISASTER EVENT

In the event of a hurricane or other emergency or disaster situation, the successful bidder may provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the City on a priority basis during such times of emergency, upon written formal to proceed letter.

2.50 REMOVAL OF SERVICES

This contract includes all types of services that the City MAY elect the Bidder to provide. As such, it is hereby agreed and understood that the City may remove service or reduce quantity of items and/or frequency of service during the contract period with seven (7) calendar days notice to the Bidder. It shall also be understood that the cost of any services that are not provided by the contractor are not subject to the unit prices outlined in Section 6 of the ITB response. The City will only pay for services that have been requested and at the adjusted final price as outlined in Section 6 of this ITB response. In the event that a site not listed herein is added to the Contract, the Bidder shall invoice the same amount as prices quoted herein for similar service(s).

2.51 OTHER GOVERNMENTAL AGENCIES:

2.51.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.



2.51.2 Further to paragraph 2.51.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).

2.51.3 It is understood and agreed that the City is not in any way a legal party to any contractual agreement made between any other government unit or educational organization and the Awarded Bidder(s) as a result of this ITB.

2.52 PUBLIC RECORDS

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT CityClerk@sibfl.net.

2.53 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes Section 217.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.135.

END OF SECTION



SECTION 3 Performance Standards & Technical Specifications

3.1 SCOPE OF SERVICES

The City of Sunny Isles Beach (the "City") intends to secure the services of qualified, experienced and licensed contractor(s) (the "Contractor") with a minimum of five years experience to provide Landscape Maintenance Services, in accordance with the terms, conditions and specifications contained in this Invitation to Bid (ITB). It is the intent of this bid document that all work shall result in compliance with the Performance Standards and Technical Specifications and all regulatory requirements applicable to such project. Bidder shall provide proof that the company has been in continuous operation for a minimum of five (5) years.* This experience shall consist of performing similar work for a government agency during those entire 5 years. *A Bidder that has joined to create a new company, has been purchased or undergone a name change, must have been in business a minimum of 6 (six) months. The City reserves the right to accept a combination of experience amongst owners from said previous companies in order to meet minimum requirements.

The Contractor shall provide all labor, materials, equipment, tools, qualified and certified supervision, and other items and services both necessary and incidental to ensure that the Landscape Maintenance Services are performed in a manner that will maintain a healthy landscape and present a neat, clean, and professional appearance of all park and recreational facilities. The Work shall include, but not be limited to, weeding, mowing, turf maintenance, edging, pruning, hedge trimming, raking, sweeping, and vacuuming sidewalks, herbicide applications including preventive and corrective applications, fertilization and pest management services using Integrated Pest Management principles, irrigation system maintenance, monitoring and repair, maintaining and replacing, if necessary, any plants lost due to negligence of the Contractor, seasonal color replacement, removing graffiti within one (1) day of inspection with City's approval, daily removal of all litter including dead animals, shopping cart removal and litter pick up seven days per week, or as defined by the City. The Contractor shall adhere to the City Noise Ordinance, and also the amendment stating Contractors cannot blow debris onto other people's properties, referenced in Chapter 193.

The intent of the following descriptions in this ITB is to convey the requirement that the various areas listed in this ITB shall be maintained to a superior level such that they are viewed by the public as the best maintained and most beautiful in all of Southern Florida. It is this standard that will be required of the Bidders.

If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by the City, at its sole discretion.

3.1.1 In addition, the City will award to the lowest responsive responsible bidder as a tertiary (third in order) bidder for services relating to disaster debris removal, in the event that the City's primary and secondary debris removal contractor has defaulted. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. After a



disaster occurs, a designated City employee will contact the Contractor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the City's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the City must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the City Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the City. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

The Contractor shall handle debris management activities in the City in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP). Prime Contractors shall be required to follow all of applicable requirements of [2 C.F.R. 200.318 through 200.326](#) and [FHWA-1273 – Federal-Aid Construction contracts](#) in the execution of this Contract, contractor shall require and enforce similar compliance with all sub-contractors. The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

3.2 LOCATIONS OF WORK

Accompanying these specifications is an area service map attached hereto as **Exhibits B through G** defining areas to be serviced and maintained. By submitting a Bid, the Bidder certifies that he/she is familiar with the sites, service areas, the proposed scope of work, performance standards and technical specifications, prior to submitting a Bid. The City reserves the right to remove or include specific locations on a temporary or permanent basis, as deemed appropriate.

3.3 SATELLITE STORAGE AND OPERATION SITE

The Contractor must operate their own storage and operation site within a thirty (30) mile radius from the City of Sunny Isles Beach City Hall, 18070 Collins Avenue, Sunny Isles Beach, Florida, within sixty (60) days of award of Contract, as follows:

The storage site must have a minimum of 3,000 square feet area, with a minimum of 1,200 square feet of fully enclosed, lockable, and secure materials storage area, and must be continually available to the Contractor and the City for storage use at no charge from the Contractor, (including delivery and pick up charges) for the full duration of this contract. The City reserves the right to inspect this facility prior to award of Bid, and at any time during the course of this Contract.



Limited space is available from the City of Sunny Isles Beach under the William Lehman Causeway that may be utilized for storage of equipment and materials specific to this contract.

All trash shall be removed off-site daily, including fish guts trash removal from the pier. No dumpsters shall be stored within City limits.

3.4 **EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained, and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the City, prior to award of this Bid. The following equipment shall be located at the satellite and operation site in the event of emergencies and be available to the City within the required time frames:

- FDOT compliant arrow board and 75 FDOT compliant traffic cones.
- Backhoe-front end loader
- Twenty cubic yard dump truck
- Hydraulic 65 foot bucket truck

3.4.1 Special equipment required (in addition to standard maintenance equipment). The City, at its sole discretion, may require that any of the special equipment be located in the satellite storage and operation site specified herein.

- One 400 gallon portable water sprayer and one 3500 PSI pressure washer.
- FDOT Compliant arrow board and 75 FDOT compliant traffic cones.
- Three fertilizer spreaders.
- One pull behind aerator
- Portable Stump Grinder 6" below grade
- Underground wiring location equipment
- Two hydraulic bucket-trucks with a reach capacity of no less than 65 feet.
- One backhoe/front end loader combination machine (equivalent to a Ford F555 or larger)
- One 24 foot minimum vertical man lift (pole cat or equivalent)
- Two portable brush chippers with 20 cu yard capacity storage truck
- Two twenty-cubic-yard capacity dump trucks
- One Utility Box Truck or Van
- Two portable gasoline generators (5000 W Minimum)
- Four (4) 48" minimum swath rotary lawn mowers
- Four utility carts that can traverse landscaped areas without damaging plants or irrigation
- One Skid-steer Loader with the following accessories: Tree Boom, Fork, Bucket, and Auger



- A two-way communication system between all of the Contractors service vehicles, their main office, and City personnel

The Contractor must own or have leased the equipment at the time of bid submittal. The City may require proof of such ownership or lease agreement at its sole discretion.

3.4.2 EQUIPMENT SPECIAL CONDITIONS

MOWERS All mowers must be rotary mowers with a maximum of a 72" cut. They shall be adjusted to 2 1/2" or 3" cutting height as directed by City, shall be in good repair, shall have no oil or gas leaks, and shall be equipped with grass catchers and sharp blades. Mower blades shall be sharpened or new prior to each cut. All rotary mowers must be mulching-type mowers with no discharge allowed, or all clippings must be manually removed. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City at its sole discretion. Contractor shall clean and sterilize mower between cuttings at each location to prevent the spreading of disease causing pathogens.

EDGER'S Shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

VACUUMS In lieu of blowers, vacuums shall be used as part of this contract on streets and sidewalks so as not to blow debris on or near cars, adjacent properties, gutters, etc.

3.5 FORCE MAJEURE

If weather or other acts of nature prevents the Contractor from conducting the requested services or maintenance on the day specified by the City or otherwise planned by the Contractor, the Contractor shall conduct the services or maintenance requested on the following day at no additional cost to the City (unless otherwise directed by the City). Any change in schedule due to this section must be communicated to the Project Manager prior to the commencement of work. This shall apply throughout this entire ITB.

3.6 IRRIGATION SYSTEM MAINTENANCE

The Contractor must be responsible for the complete management, operation and maintenance of all irrigation systems. Within thirty (30) days of Contract execution, the Contractor must complete an assessment at no additional cost to the City to determine what repairs are required at each Project Site to bring each Irrigation System to full operations. This assessment will provide a detailed breakdown by Project Site of the repair work required and cost of repair. Contractor will be responsible for each Irrigation system once it is fully operational.



All improved and existing areas must receive sufficient amounts of water to flower beds, turf and landscaping, as necessary to present a uniform green color without browning or barren areas resulting from lack of water. Any dead or under-developing plants shall be immediately replaced by the Contractor at no cost to the City.

The Contractor, at his/her expense, will be responsible for the proper maintenance, replacement, repair, or retro-fitting of all irrigation components. Contractor will be reimbursed for the purchase of materials and equipment only, at actual cost to the Contractor, without mark-up, to maintain the Irrigation System except where the repair or replacement results from damage caused by the Contractor. Any damages resulting from accidents, vandalism, or an Act of God are reimbursable to the Contractor on a materials basis only with proper documentation and approval by the City. Any necessary repairs, other than routine irrigation head replacement must be approved in writing by the City prior to start of work. Under no circumstances will the City reimburse Contractor for mark-up on material cost.

All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City. If a change to the installation or material will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, the Contractor shall request authorization, in writing, to make the change for the City. Replacement of system components shall be the same manufacturer and model as original equipment, or better, as authorized by City.

Contractor shall submit a monthly wet-check report, or more frequently as required by the City, at its sole discretion, to ensure the proper coverage is being achieved, and utilize this wet-check report for proposals for repairs. In addition to wet checks, the Contractor shall provide meter readings to verify viability of systems at least once per month, or more frequently as required by the City, at its sole discretion.

3.6.1 IRRIGATION GENERAL CONDITIONS

All irrigation lines are to be flushed, cleaned, and maintained monthly, or as required to maintain the required water flow. This shall include, but not be limited to, the adjustment of the flow of water of irrigation heads so as to minimize or eliminate the flow of water onto the public roadway, sidewalk and buildings, and the checking of breaks, and replacement of broken or stolen heads. All valves, controllers, and other components must be maintained on a regular basis at no additional charge. This will include, but not be limited to, the adjustments of the controllers to ensure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District drought guidelines. The Contractor shall check for breaks in the lateral lines. All irrigation breaks or malfunctions must be repaired by the Contractor within twenty-four (24) hours notification by City (including weekends). This includes all vehicular damage to irrigation and/or landscape materials. Furthermore, all damages noticed by Contractor shall be reported to City Project Manager(s) within twenty-four (24) hours.

Irrigation repairs and maintenance shall not be sub-contracted. Contractor shall have sufficient labor, materials, tools, equipment, and qualified and certified supervision to adequately



maintain irrigation systems to the City's specifications and be approved by the City.

3.6.2 ON-GOING MAINTENANCE

Required on-going maintenance as follows:

- Weekly:** Contractor is to visually inspect all irrigated areas once per week to identify potential leaks as evidenced by water related plant stress, surface water, dry spots, correct spray patterns, prevention of overspray on pavement, head clogging and retracting, broken or damaged equipment, and paved surfaces and walls affected by irrigation spray.
- Monthly:** Turn system on with controllers and check program. Adjust program as needed for seasons, new plantings, and weather conditions. Verify that system is running 20 minutes on and 20 minutes off, per cycle, to prevent 'wethose' hydration (decrease leak rate). Suggested frequency of watering (will vary based on rainfall) is 5 cycles per day/5 days per week during dry season and 4 cycles per day/3 days per week during wet season. Visually inspect valves, filters, and backflow preventers for malfunction or damage and repair as needed. With system running, visually inspect for PVC pipe breaks or 'wethose' needing repairs. Always make repairs to all PVC or 'wethose' pipe after flushing the pipe. After repairs are complete, turn the system on to verify that no additional work is required. The Contractor shall also conduct meter readings to verify viability of systems at least once per month
- Quarterly:** In addition to monthly maintenance schedule, open flush ports and let water run a minimum of 3 minutes. Check filter elements for excess residual and replace if needed.
- Annually:** In addition to monthly maintenance schedule, replace filter elements and controller batteries. Chemically flush system using 'Disolve' (this process will remove iron, calcium, and other buildup on the inside of the 'wethose' and PVC pipe).
- Accidental:** Accidental damage to system – Follow the monthly procedure and be mindful to always flush the system before and after making repairs.

3.6.4 CONVENTIONAL IRRIGATION SYSTEMS

Requirements for Conventional Irrigation Systems within project limits: The Contractor is to familiarize himself with the existing irrigations systems and is responsible for the repair of all components to insure a continually efficient irrigation system. This includes the adjustment of the controllers to ensure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District drought guidelines. Contractor is to perform monthly wet tests, or more frequently as



required by the City, to verify viability of system, on the last Wednesday of each month. On the first day of each month report to City, in writing, indicating proper operation of each zone, required repairs, additional costs and updated run time per zone. Contractor shall ensure that all irrigation systems have 100% coverage with 50% overlap.

3.7 PESTICIDES AND FERTILIZERS

The Contractor must perform an effective commercial fertilization program. Fertilizers must be approved in advance by the City's Project Manager(s) and must be applied in accordance with the manufacturer's instructions. The actual type and amount of fertilizer applied must be based on results of soil test(s) and in accordance with manufacturer's instructions. Contractor shall perform a soil fertility test at least twice per year or before major fertilization as recommended below, at Contractor's expense. The soil samples shall be taken in a variety of locations, ten (10) minimum in parks and facilities to determine the need for soil/plant nutrients before applying fertilizer. The fertilization needs may be adjusted based on the results of the soil sampling and prior approval of the City. Soil test(s) must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor at no additional cost to the City. In addition to the soil fertility tests, any sign of sickness or disease in trees, palms or shrubs shall be tested immediately, at the Contractor's cost. Contractor shall perform soil test, which results must be submitted to the City, and will become property of the City thereafter.

Contractor must notify the City's Project Manager(s) one (1) week in advance of fertilizing so that the City's Project Manager(s) can make any necessary changes to City operations or activities.

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

Fertilizer must be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

Failure by the Contractor to provide adequate fertilizer and/or insecticide shall constitute a failure to properly maintain landscaping. Resulting foliage or landscaping damage occasioned by such failure, as determined by the City, shall be replaced immediately by the Contractor at no cost to the City. Special attention shall be given to control chinch bug infestation in a timely manner such that turf damage does not occur. Aerial spraying of trees, with the exception of Royal and Date Palms, is prohibited (unless otherwise directed by the City). Any spraying on top of palms must occur between the hours of 1:00 AM and 3:00 AM. Avoid spraying when residents are active.

Fertilizer and insect/disease control materials shall be applied at the rates established by accepted horticultural standards, manufacturer's recommendations, by certified specialists, and as



approved by City. Contractor shall provide a list of suppliers for the fertilizer / insect control materials including MSDS (Material Safety Data Sheets) for approval by the City. Review by the City's Project Manager(s) or Consultant shall not be deemed to be an approval that is contrary to any other applicable law or regulation. The Contractor shall apply additional fertilizer or soil amendments as needed to keep lawn and plants in a healthy, green, weed free and nutrient rich condition, at no additional charge. The following fertilization schedule outlines a minimum of applications. Changes in fertilization rates, methods and composition must be approved by the City's Project Manager(s) in writing.

3.7.1 LAWN (St. Augustine)

Apply four applications per year at quarterly intervals in February, May, August, and November. Lawn fertilizer shall be in granular form and have a 3-1-2, 4-1-3 (ie; 12-6-8 or 16-4-8) or similar ratio of N, P, and K with at least 50% of the nitrogen in the insoluble or slow-release form. Fertilizer mix shall also contain iron (at least 0.5%) and other micronutrients such as magnesium, manganese, and zinc. A lower nitrogen product can be used during the summer months so as not to substantially increase growth rates. "Weed and Feed" products containing Atrazine herbicide may be used in cooler months. Products should be applied at the rate of 1 pound of actual nitrogen per 1,000 square feet of lawn area. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

3.7.2 TREES

Apply two applications per year in spring and fall of 8-2-12 granular fertilizer or approved equal unless soil conditions or plant species dictate differently. Apply ½ pound per foot of canopy diameter or ½ pound per inch of trunk diameter at breast height, not to exceed 8 to 10 pounds per tree. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

3.7.3 SHRUBS AND GROUNDCOVER

Apply four applications per year at quarterly intervals. Flowering shrubs are to receive applications of granular 8-10-10 SCU with micro-nutrients supplemented with liquid 16-4-8 with micro-nutrients unless soil conditions or plant species dictate differently. Non-flowering shrubs are to receive applications of granular and liquid 16-4-8 with micro-nutrients. All Ixora species shall receive TRI-NITE (or equivalent) w/minor elements fertilizer. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and quantities.

3.7.4 SEASONAL COLOR

Apply one initial and one "mid-term" application of Nutricote total seventy (70) day 13-3-13 fertilizer for each seasonal color planting.



Apply Snapshot pre-emergent herbicide to seasonal color planting bed at each seasonal color change.

3.7.5

PALMS

Palms shall be fertilized four times per year in the months of February, May, August, and November. Fertilizer to be a granular "Palm Special" 8-2-12 product, with at least 50% of the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain micronutrients, specifically magnesium (kieserite, at least 3%), manganese sulfate (at least 1%), chelated iron (Trachelene, at least 1%), and trace amounts (less than 1%) of boron (boric acid), copper sulfate, and zinc sulfate. For Medjool and Sylvester Date Palms, apply 6-7 lbs. per application and for Canary Island Date Palms apply 8-9 lbs. per application. Fertilizer to be applied in small piles scattered 12" to 48" out from trunk. Contractor shall follow manufacturer's recommendations for fertilization rates and quantities for all other palms.

During the two summer applications (May and August) the 8-2-12 shall be mixed with Sul-Po-Mag or K-Mag in a 1:1 ratio and applied together at the recommended rates.

Apply Supplemental Sul-po-mag, K-Mag, manganese sulfate or other micronutrients, as needed, to correct nutritional deficiencies.

Palms with reduced rooting space in small planters or beds, or those with extensive ground cover beneath, shall have overall fertilizer rates proportionately reduced by 1/3 to 1/2 and frequencies increased to 6 times per year (1 time each 2 months) to prevent phytotoxicity.

Observation: It shall be the Contractor's obligation to perform regular monthly inspections of all palms and report to the City any site condition which may be detrimental to the health and vitality of the palms. The base of palm trunks, canopy and palm leaf spears must be observed. Further, the Contractor is responsible to harvest and submit appropriate frond, spear leaf or root tissue samples from palms demonstrating unusual characteristics to an approved lab for disease analysis report and forward results and recommendations to the City. Palms that show signs of distress shall be immediately top drenched, if necessary. Insect and disease activity will be treated on an as-needed basis upon inspection. Required service calls and treatment between scheduled maintenance shall be at Contractor's expense. These reports are to be written and should be received by the City no later than ten days after each inspection. It is required that the City be notified in advance of planned treatments for disease or insects in order to allow them to witness and record the applications.

3.7.6

INSECT AND DISEASE ACTIVITY



The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, whitefly and other pests and disease by spraying affected grasses or 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 using Integrated Pest Management Principles. The Contractor 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. The Contractor shall develop a pest management plan as part of the maintenance and service plan for approval by the City. The Contractor's plan must establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. Should the Contractor fail to report any disease or pest infestation that results in damage to the Site(s) under the responsibility of the Contractor, the Contractor must replace such damage, including, but not limited to, re-sodding, replacement of trees, palms, shrubs, groundcover, etc.

Whitefly shall be controlled on all trees, palms, shrubs and groundcover and Contractor shall develop preventive measures in the pest management plan. Contractor is responsible to monitor infestations during the daily servicing and inspection of the site(s).

3.7.7

SPECIALTY PALM/TREE CARE

Specialty palms such as Dates Palms, Royal Palms, Bismark Palms and other specialty foliage shall be treated with preventive chemicals per each individual need to properly maintain them. This includes pest infestation, fungicides and deficiencies. Any specialty palm or other trees damaged due to over/under treatment shall be the responsibility of the Contractor and all damaged material shall be replaced within one (1) week of the damage being noticed, at the Contractor's expense, at no cost to the City. Aerial spraying on top of palms must occur on weekdays between the hours of 1:00 AM and 3:00 AM. Avoid spraying when residents are active. The following outlines a minimum of applications.

Insect Control: In January, April, August and November, inspect terminal bud of all palms for signs of boring/chewing insects. If evidence of a nest is discovered, drench terminal bud with Orthene, Imidacloprid or Safari or Lindane six times per year or as needed to control insect infestation (Lindane is to be used in limited amounts and only if evidence of beetles is present). The applications assume a continuing boring insect presence on site.

OTC Injections: Upon evidence of LY (lethal yellowing) or TPPD (Texas Phoenix Palm Decline) inform the City immediately and upon approval by the City, begin injections per label rate, per palm, of OTC tree injection formula (Tree Saver Inc. or equal). Follow manufacturer's recommendations re: injection method and



frequency. OTC injections are on an "As Needed" basis and will be considered a "Supplemental Service."

Date Palms (Phoenix dactylifera, Phoenix canariensis & Phoenix sylvestris):

Date Palm pest control contractor must be a State of Florida licensed pest control operator with a minimum of five years of experience in this type of work with Date Palms in South Florida.

Disease Control: Three times per year all Date Palms will be treated with a systematic fungicide(s). These applications will be performed as a root/soil drench during the months of March/April, July/August, and November/December and are considered to be preventive maintenance. Contractor is responsible to follow manufacturer's recommendations for rates and quantities. Soil/root drench utilizing "T-Storm" or "Cleary's 3336" fungicide combined with either "Subdue Max" or "Chip-co-Aliette" and "Mancocide". For every other application alternate between Subdue and Aliette. Take steps to ensure that the fungicide doesn't run off but is instead absorbed into the root system.

In the event *Thielaviopsis paradoxa* is identified in any of the palms and/or has infected a palm in close proximity to the subject palms, commence top to bottom trunk drenches utilizing T-Storm OR Cleary's 3336. Perform these trunk drenches concurrently to the root/soil drenches. Continue this requirement until such time as infected host palms have been removed from the proximity of the subject palms. Top to bottom fungicide trunk drenches are on an "As Needed" basis and will be considered a "Supplemental Service."

Should symptoms of Ganoderma develop on any palm, diseased palms shall be immediately removed and discarded in a landfill. If Ganoderma is detected in the form of visible conks, to mitigate the risk of disease translocation, immediately drench the entire conk with undiluted Chlorine bleach and then carefully separate them from the trunk, contain them in a ziplock bag and discard them at a landfill. Remove the host palm from the site as soon as possible. Contractor shall regularly inspect all palms for the presence of conks. Should any evidence or suspicion of the presence of Ganoderma become evident, Contractor shall immediately notify the City.

Palms that express symptoms or suspected symptoms of disease such as phytoplasma, lethal yellowing, etc. shall be immediately sampled and sent to the University of Florida Plant Disease Diagnostic Clinic. Follow UF/IFAS recommendations for



'Sampling Palms for Lethal Yellowing and Texas Phoenix Palm Phytoplasmas,' <https://edis.ifas.ufl.edu/in1197>.

Royal Palms: As a preventative measure, apply a Merit systemic insecticide root drench on all Royal Palms with a follow-up within 21 days, twice per year. In addition, apply a foliar application of Imidacloprid or Safari or approved equal, once per year. Drench head of palm until runoff occurs and repeat foliar spray within 21 days. Follow manufacturers' recommendations regarding application methods and rates. It is the responsibility of the Contractor to perform monthly evaluations of all Royal Palms to keep them healthy.

3.7.8 LAWN (St. AUGUSTINE)

Insects and fungus shall be controlled by both curative and preventative measures. Spray all lawn areas, as required, for control of chinch bugs, army worms, sod webworm, fungus, and other pests. Unless specifically approved by the City, only liquid pesticide applications are to be used for chinch bug control.

3.7.9 TREES, SHRUBS AND GROUND COVER

Treat trees, shrubs and ground cover, as needed, with the most appropriate selective pesticide for the targeted pests. Follow manufacturer's instructions for application, using Integrated Pest Management Principles. It is the Contractor's responsibility to perform monthly evaluations of all trees, shrubs and ground cover and treat as needed to keep them healthy.

3.7.10 HERBICIDE APPLICATIONS

Contractor may use selective herbicide by means of spray type to aid in the control of unwanted weeds and vegetation. Use and application must be in strict compliance with the manufacture's label directions. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with herbicide manufacturer's recommended rates and applicable Federal, State, County and Municipal regulations.

Contractor must only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor is required to obtain prior written approval as to the type, location and method of applications from the City's Project Manager(s) prior to the use of any herbicides. Any proposed changes in approved herbicide usage must be submitted for the City's Project Manager's approval at least five (5) working days in advance of the anticipated usage. The Contractor shall exercise extreme care



so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be the responsibility of the Contractor and all damaged material shall be replaced, within one (1) week of the damage being noticed, at the Contractor's expense.

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

NOTWITHSTANDING ANY LANGUAGE IN THIS CONTRACT, ALL CHEMICAL APPLICATIONS SHALL REQUIRE WRITTEN APPROVAL BY THE CITY PRIOR TO APPLICATION. CONTRACTOR SHALL SUBMIT YEARLY, QUARTERLY, AND MONTHLY CALENDARS FOR APPROVAL PURPOSES RELATING TO CHEMICAL APPLICATIONS AND LOCATIONS.

3.8 WEED CONTROL

The Contractor must perform weed control to prevent the encroachment of weeds into established turf and landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, drains, walls, concrete areas, etc. For the purpose of this specification, a weed will be considered as any undesirable or misplace plant. Weeds shall be controlled either by hand, mechanical or chemical methods. The Project Manager may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer as to expose the underlying soil.

Landscaping, including all annual flower beds, must receive weed control to eliminate unsightly and/or noxious weeds and are to be maintained free of weeds and grass. No weeds shall be visible in any landscape beds at the end of each month. This means complete removal of all weed growth shall be accomplished at each service visit.

All ditch lines must be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor must trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

Weed control must be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging paths, curbs, parking lots, fences, in expansion joints, catch basins, gutter areas, etc. At no time should there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.

If herbicides are used, weeds are not to be left, to die or dead, in mulched areas or flower beds, creating an unsightly appearance. For trees and palms within lawn areas, herbicide must be kept 2" away from trunk. Do not spray tree leaves, suckers or open wounds. Do not use string weed-eaters or string trimmers for trees and palms within lawn area to avoid trunk damage.

All vines growing along or on fences, walls or poles must be removed unless the City's Project Manager(s) directs in writing that they are to remain in a specific area.



Turf must be free of the following, or similar, undesirable vegetation alone or in combination and as further identified in the IFAS Extension Book, "Weeds or Southern Turfgrasses" from the University of Florida as follows: Annual, Purpler, and Yellow Sedge; Broomsedge; Castor Bean; Crowsfoot; Dogfennel; Goosegrass; Johnsongrass; Maiden Cane; Ragweed; Rhodegrass; Sandspur; Spanish Needle; Torpedo Grass; Tropical Soda Apple; Vaseygrass; White Clover; Dollarweed; Florida Pusley, Large Pusley.

3.9 TREE & PALM MAINTENANCE

All pruning shall be in accordance with the American National Standards Institute ANSI A-300 standards and practices. Tree maintenance must be under the direct supervision of an ISA certified arborist. A tree maintenance schedule developed by an ISA certified arborist shall be provided to the City in writing within (14) days after award of contract as part of the Maintenance and Service Plan. An ISA certified arborist shall be available for tree health inspections and tree maintenance recommendations when requested by the City. All work shall be performed by workers trained in accordance with ANSI Z133.1 safety regulations as required by OSHA. Maintain integrity of original design when trimming. Cuts shall be made with sharp and proper tools. On trees or palms known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Pruning of trees and palms shall only take place after notifying the City. All tree, palm and shrub pruning is included in this Contract. The Contractor shall maintain integrity of original design when trimming and shall not box plants whose habits of growth do not lend themselves to this type of trimming. The Contractor shall not use a machete for trimming and no plant material shall be trimmed using weed eaters. The contractor shall haul away all trimming debris from site, and properly dispose of at Contractor's expense. The Contractor's ISA certified arborist is responsible to analyze and identify all plant healthcare issues. If a plant is in decline, the Contractor is responsible to take the necessary samples (ie: tissue, soil, etc.) to a reputable lab such as UF/IFAS, or approved equal, to insure accurate diagnosis and treatment.

3.9.1 TREES

Prune, thin, and trim all trees once per year, to keep the trees healthy, to maintain the natural character of the variety, to control shape and 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. Selectively prune all mature trees over 20' height and adjacent to walks and vehicular areas to a minimum of 12' of clear trunk, and maintain minimum of 8' clear trunk for all other trees in accordance with Tree Care Industry Association and Miami-Dade County standards and practices. Remove sprouts or stems to maintain single trunk on single-trunk trees, as needed. Contractor must be responsible for the removal of water-sprouts/suckers growing from trees in areas where landscape maintenance is being conducted, up to the height of 8 feet, as needed. No pruning will be done immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied. Sucker growth will be removed as needed by hand from the base of trees and no herbicide will be used for this purpose. Prune only at time of season for the variety. Shape the top of small trees as needed. Tree pruning will also be



required from time to time due to damage from storms, frost or when blocking sight distances. All tree pruning shall follow the ANSI A-300 and ANSI Z-133 standards and Miami-Dade County Tree Ordinance, etc.

Contractor is responsible to prune mangroves if needed or requested by the City. Contractor is responsible for obtaining any required permits and licenses from Miami-Dade County DRER and other agencies to properly prune mangroves.

3.9.2 PALMS

Remove dead, dying and hanging fronds from palms, as needed, for clean appearance. Fronds removed shall be severed close to the petiole base without damaging live trunk tissue. The Contractor shall prune Coconut Palms (frond and fruit removal) a minimum of three times per year and other palms (frond and fruit removal) a minimum of two times per year to remove lower hanging fronds and fruit between 9 and 3 o'clock position, or more often as needed to keep free of fruit and/or dead hanging fronds, or as directed by City. Do not remove fronds that do not hang below a line parallel to the ground. Do not over-prune palms by removing live green fronds. Never pull or rip off palm fronds. The hurricane or candle cut pruning of palms is not allowed, also the use of climbing spikes is not allowed. When pruning palms, thoroughly sanitize pruning tools using chlorine bleach or isopropyl alcohol before use on site and in between each palm to mitigate the risk of disease translocation from site to site and/or from palm to palm.

Prune all Date Palms two times per year (May and October) to remove Date Palm seeds and lower fronds, or more often as needed to keep free of fruit and/or dead hanging fronds as directed by City. When pruning Date Palms, thoroughly sanitize pruning tools using chlorine bleach or isopropyl alcohol before use on site and in between each palm to mitigate the risk of disease translocation from site to site and/or from palm to palm. Prior to hurricane season (June 1st), prune Date Palms as follows: Prune seed stalks cutting the stems to within 6" of trunk and two lowest sets of fronds on palms that have been established on site for more than two years. Remove all of the inflorescence/date stalks. Follow with a fungicide application as specified in Article 3.8.7. At no time shall Date Palm fruit droppings litter sidewalks, streets or landscape areas. Using palm spikes to climb is not allowed. If fruit is not removed in a timely fashion and causes staining on sidewalks, streets or amenities, the Contractor shall immodestly clean these areas at their own expense.

3.10 SHRUB & GROUNDCOVER MAINTENANCE

Shrub and groundcover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant if needed. Mechanical trimming may only be used when the health or appearance of the plant will not be damaged by the mechanical trimmers. Groundcover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings. Cut back overgrowth of shrubs and groundcover that extends into the right-of-way preventing clear line of sight.



Contractor shall fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all shrub and groundcover beds within all of the Work areas and repair or replace damaged or dead landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the City unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the City's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Keep areas surrounding the base of bromeliads and cups free from leaf debris and hardwood mulch. Remove dead leaves at base to give clean appearance. Remove mother plant after the flower spike has declined. When pups become approximately 1/3 the size of mother plant, divide pups and replant. Dust with snail bait if needed and dust soil with timed release fertilizer as needed. Do not allow micro-nutrients to drift into bromeliads and do not overwater. Every year, depending on growing conditions, remove all the mother plants and replenish the planting bed soil and replant that seasons pups for all clumping species such as Aechmea species, Neorgelia species, etc.

3.11 BUTTERFLY GARDEN SPECIALIZED MAINTENANCE

Contractor is responsible to maintain the Butterfly Garden at Gateway Park in a manner that will promote a healthy landscape and shall be attended to on a daily basis. All shrubs and groundcover plants shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways. All shrubs and groundcover shall be pruned to insure the best shape, health and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. All pruning shall be done by hand and flowers deadheaded to promote new growth. Mechanical trimming may not be utilized.

Weeds are to be completely removed by hand from all shrub, hedge, ground cover or flower beds everyday. Chemical weed killer is prohibited. A minimum of once a year, the soil shall be amended. The soil amendment shall be included under Supplemental Services.

Butterflies are sensitive to pesticides, therefore, natural products such as insecticidal soaps or plant-based oils shall be utilized, if needed, with the approval of the City's Project Manager.

The Contractor is required to meet with the City's Project Manager and/or designee to review the Butterfly Garden maintenance on a weekly basis.

3.12 MULCH

Mulch shall be certified arsenic free, Premium Gold, Grade 'A' Mulch or approved equal (provide evidence of type and grade of mulch to City prior to delivery for approval). Contractor shall maintain a maximum depth of (2.5") of mulch around landscaping beds including tree rings. If trees or shrubs are mulched too heavily it is detrimental to the plant. Contractor shall remove excess mulch while taking care not to injure the plant. Mulch shall be installed so as to not be within 4" of base of tree trunk (trunk and flare should be visible) and 1" below adjacent curbs and pavement. Mulch shall be laid evenly and Contractor shall be careful not to cover any ground landscape lighting or irrigation heads. Contractor will provide and install all required mulch at the contract unit prices established



in the Contract as requested by the City. Mulch is on an "as needed" basis and will be considered a "Supplemental Service."

3.13 SOD MAINTENANCE / MOWING

Properly maintained grass and vegetation provide a pleasing appearance and proper ground cover for recreational areas are essential elements of a healthy community. More vitally, this presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf.

If sod is deteriorating due to excessive use, it is the Contractor's responsibility to immediately inform the City to obtain approval to temporarily close that portion of park to allow sod to regenerate. City shall approve so as not to disrupt general use of the park.

All St Augustine, Bahia and Bermuda turf must be maintained at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the City's Project Manager(s), at no additional cost to the City.

The Contractor's Maintenance and Service Plan must include the mowing schedule for St. Augustine including the minimum number of mow cuts required.

The standards for mowing are:

3.13.1 Contractor must pick up and dispose of litter, leaves, debris (not limited to bags, cans and paper) prior to mowing. This litter and debris includes but is not limited to glass, rocks, dead foliage, metal, branches, paper, plastic items, palm fronds or other debris subject to becoming a projectile if engaged by a mower. The associated cost must be included in the cost of mowing.

3.13.2 Use string trimmers for areas not accessible to mowing equipment. Trim around poles, guardrails, fence posts, and other fixed objects. Trimming must be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs, fence posts, poles, guardrails and other fixed objects. Contractor shall be responsible for replacing or repairing damaged vegetation and fixed objects including chipped paint due to string trimming. Do not use string trimmers adjacent to trunks to avoid trunk damage. All cuttings must be removed after trimming.

3.13.3 There must never be visible rows or clumps of turf clippings allowed to remain on turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No turf clippings or trimming must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.



3.13.4 Grass/Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. Bare grass areas must be restored and re-sodded and soil conditions improved at no cost to the City. All stones and rubbish that appear on the surfaces must be removed. The areas must be sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, must be restored and re-sodded as approved by the City's Project Manager(s) to match the existing turf. The Contractor must perform soil testing and sampling at the City's Project Manager's request, which must be conducted by a college or university with a specialty in land management or a commercial laboratory; such tests are the responsibility of the Contractor.

3.13.5 St. Augustine grass shall be mowed with a rotary mower for a minimum of (45) cuts per year or more frequently as needed to maintain a well-manicured appearance at all times. The cutting height shall be a maximum of 3 ½" to 4" above soil.

3.13.6 Bahia grass shall be mowed with a rotary mower for a total of (36) cuts per year or more frequently as needed to maintain a well-manicured appearance at all times. The cutting height shall be a maximum of 3 ½" to 4" above soil.

3.13.7 The mowing of wet grass shall be avoided when possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid ruts or wear. Wind-row mowing patterns are not permitted.

3.13.8 The Government Center and School shall be mowed on Saturdays only.

3.13.9 Shallow tine slice aeration shall be performed at least twice per year to provide proper air and water exchange for maximum growth potential and health of St. Augustine turf in parks only. Aeration shall result in a hole depth of 5 inches with average spacing of 16 holes per square foot. In areas with noticeable compaction and wear, additional aeration will be required at no additional cost. Coordinate dates for this work with the City. Contractor is to check the depth of any wires, irrigation or utilities prior to application.

3.14 SPECIAL CONDITIONS FOR BERMUDA TURF (NOT APPLICABLE AT THIS TIME)

Bermuda turf shall be vibrant, healthy, green, thatch free and nutrient rich at all times. Apply high quality commercial fertilizer and soil amendments to maintain best horticultural practices and standards for major and minor nutrients, and optimum soil pH levels year-round to ensure healthy and vibrant Bermuda turf as defined by the City, at its sole discretion. Contractor shall complete a minimum of (4) soil analyses per year to verify the major and minor element requirements as well as pH levels, and adjust fertilizer application and soil amendments as needed to maintain year-round



healthy and vibrant turf, subject to City approval. Submit all soil analyses to City for review.

3.14.1 MOWING BERMUJA TURF

The mowing of Bermuda turf is not to exceed 1 ½" and not below 1" or as directed by City with a reel type or rotary type with contour deck mower. Remove all clippings and thatch after each cut. Cutting blades and bed-knife shall be washed down before and after each use to prevent the spread of spores, weed seeds and other contaminants. Mow and edge all Bermuda turf a minimum of two (2) times per week, including weekends (104 cuts per year). Turf shall be cross-cut and direction shall be changed weekly.

3.14.2 FUNGUS & INSECT CONTROL

Insects and fungus in Bermuda turf shall be controlled by both curative and preventative measures. Apply fungicide at the first symptoms of fungal presence in Bermuda turf. Follow manufacturer's instructions for application methods and amounts. Turf shall be maintained to remain 100% fungus free year-round.

Apply 'TopChoice' manufactured by Bayer or approved equal for fire ant and mole cricket control two times per year minimum on Bermuda turf. Timing will be critical on mole cricket applications and frequencies or application will be as needed to successfully control their infestations. Nematode samples will be taken at least two (2) times per year and action shall be taken per the recommendation of the lab results to control the populations. Follow manufacturer's instructions for application methods and amounts. Any turf damaged due to over/under treatment shall be the responsibility of the Contractor and all damaged material shall be replaced, within one (1) week of the damage being noticed, at the Contractor's expense, at no cost to the City. Turf shall be maintained to remain 100% pest free year-round.

3.14.3 FERTILIZATION

For fertilization on Bermuda turf, the Contractor shall apply Polyon 22-0-22 slow release fertilizer with 67% Ronstar manufactured by Harrell's. The granular fertilizer shall have an analysis N-P-K ratio of 1-0-1 applied every 90 days (4 times per year). Products should be applied at the rate of 2 pounds of actual nitrogen with 2 pounds of Ronstar per 1,000 square feet of lawn area. Granular applications may be adjusted based on soil tests. The Contractor is responsible for contracting with a laboratory approved by the City, to complete two soil analyses per year to verify the minor element requirements, and adjust fertilizer application as needed. The Contractor will submit soil analysis to City for review. Micronutrients and supplemental macronutrients to be determined by soil and tissue tests. All micronutrients and supplemental macronutrients should be applied as a liquid form for foliar uptake. Contractor is responsible to follow manufacturer's recommendations for fertilization rates and amount.

3.14.4 AERATION, VERTICUTTING, SLICING

Shallow tine slice aeration shall be performed at least every other month (six times per year) to provide proper air and water exchange for maximum growth potential and health of Bermuda turf. Aeration shall result in a hole depth of 3-4 inches with average spacing of 16 holes per square foot. Deep tine aeration, minimum 8" deep, shall be performed



twice per year. In areas with noticeable compaction and wear, additional aeration will be required at no additional cost. Coordinate dates for this work with the City. Contractor is to check the depth of any wires, irrigation or utilities prior to application.

Verticutting must be performed once a year and thatch build-up needs to be monitored and alleviated when necessary. De-thatching should be maintained at a depth of ¼" – ½" of depth and thatch shall be collected and disposed of by the Contractor.

3.14.5 WEED CONTROL

For weed control, on Bermuda turf, the Contractor shall apply Sencor 75 Turf herbicide and Revolver Selective herbicide by Bayer or approved equal to maintain a 95% weed free turf, following the manufacturer's instructions for application methods and amounts. Visible weeds shall be removed by hand before the base reaches more than one inch in diameter.

3.15 EDGING

Sidewalks, driveways, curbs, and other concrete or asphalt edges must be edged concurrently (same day) with each mowing cycle. Edging height must match surrounding area turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas must be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:

- Edging must be performed at the same time as mowing and must be cut to the same height standards established for turf mowing heights.
- Contractor must maintain the shape of planting beds when edging.
- No vegetation or debris may encroach onto the curb or sidewalk.
- No deviation of soil height of more than 4" above or 2" below the top of curb or sidewalk.
- No grass, vegetation, or debris may encroach onto a path.
- No encroachment of vegetation more than 3" over mulch on trees and landscape beds.
- Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals must be subject to the approval of the City's Project Manager(s) in accordance with the requirements of the Contract Documents.
- The Contractor shall use caution when applying chemicals in order that adjacent plant material will not be adversely affected.
- The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

3.16 LINE TRIMMING

Turf must be line trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Line trimming must be performed concurrently (same day) as turf mowing. Trimming height must match surrounding area turf heights. Trimming around trees should be done



so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming must be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for replacing the damaged vegetation with the same species and size at no cost to the City.

Trimming must be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs, fence posts, poles, guardrails and other fixed objects. Contractor shall be responsible for repairing fixed objects including chipped paint due to line trimming. All cuttings must be removed after trimming.

3.17 CATCH BASINS

No fuels, oils, solvents, or similar materials are to be disposed of in any catch basins. The Contractor must closely adhere to Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties.

3.18 GRAFFITI REMOVAL

The Contractor shall advise City for authorization/ pre-pre-approval before commencing graffiti removal. The Contractor **may** provide graffiti removal from all site furnishings, retaining walls, utility boxes and vaults, barrier wall of William Lehman Causeway and Sunny Isles Blvd. Causeway. The Contractor shall assess each surface for the most efficient and effective method of removal with the least impact to the structure and the environment. Methods shall include wipe-off with solvent, commercial self-contained power washing and/or paint-over with closely matched paint with paint sprayer or roller, as directed by the City. The removal of graffiti shall receive high priority and should be addressed within one business day of notice of work to be performed and the work must proceed continuously and expeditiously until the work is complete. The Contractor is responsible for immediately notifying the City of any graffiti found during the regular servicing and inspection of the City. Graffiti removal shall include the barrier walls of the William Lehman Causeway and Sunny Isles Blvd. Causeway. Graffiti removal is on an as needed basis and will be considered a "Supplemental Service."

3.19 LITTER/DEBRIS REMOVAL

Litter removal is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks, beach as well as to motoring and pedestrian traffic within the City, but it is more important to provide safety. Litter in the parks and adjacent swale areas, roadways, cul-de-sacs, landscaped areas and swales is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the parks, motorists, pedestrians, and the equipment operators.

The Contractor must perform litter and debris removal in all areas where Work is performed. Responsibilities must include, but not be limited to, the removal and disposal of all natural debris (tree limbs, palm frond, leaves, fallen trees, dry brush, dead animals, etc.) and man-made debris (tires, tire pieces, plastic bags, bottles, lumber, building materials, furniture, shopping carts, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs



and postings, etc.). Leaves must be removed from all turf areas, gutters, sidewalks, pathways, and paved areas. Landscape lighting shall be wiped down, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects.

The Contractor shall properly and legally dispose of any dead animals located within the City limits when discovered by the contractor or when requested to do so by the City. The animal must be removed within six hours of the request if the request is made between 5:00pm and 7:00am and within two hours if the request is made between 7:00am and 5:00pm.

The Contractor shall collect shopping carts from public property and return them to the owner on a daily basis.

The Contractor must sweep all driveways, parking areas and sidewalks where turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

The Contractor shall use mechanized leaf vacuums to remove all debris from all walks, drives, roads, and pedestrian areas, as often as requested by City, and shall remove all excess soil, trimmings, debris, and equipment from site after each visit.

Contractor must properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations, at Contractor's expense. City dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

Contractor must notify the Project Manager(s) of any debris or any other situation(s) that create a hazardous condition. All debris removed from the City of Sunny Isles Beach is to be disposed of at an off-site EPA and State of Florida approved dumping site, at Contractor's expense.

3.20 MATERIALS

All materials supplied and used by Contractors shall be the best kind available and used in accordance with manufacturer's instructions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. City inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee.

Replacement

Any plants which are damaged or die as a result of improper maintenance or lack of sufficient maintenance shall be replaced by the Contractor, at no cost to the City, within (10) calendar days upon discovery by the Contractor or notification by the City. Plants which are not in a healthy growing condition that renders them below the minimum quality standard (Fla. #1), and/or plant material is dead shall be replaced.

The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the City, in advance. The extended time shall be



negotiated between all parties concerned, but must receive final approval by the City. After the (10) day replacement period, the City may perform the work and withhold monies due to the Contractor for materials and labor costs.

Size, Quality and Grade of Replacement

- a. Replacement material shall be of the same brand, species, quality and grade as that of the material to be replaced, or it shall conform to the Florida Grades & Standards for nursery plants Florida #1 Quality, whichever is higher. The size of the replacement plants shall not be necessarily the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.
- b. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.
- c. Any soil supplied by Contractor shall be good, clean, friable top soil (or planting soil mix), free from any toxic, noxious or objectionable materials. including rocks, lime rock, plant parts or seeds.
- d. All trees shall be measured six (6) inches above ground surface.
- e. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species.
- f. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Project Manager.
- g. Replacements shall be guaranteed for (1) year or the length of the Contract, whichever is greater.
- h. The Contractor shall be responsible for hand watering the replacement (if required), for 42 calendar days after planting at no additional charge to the City.

END OF SECTION



Section 4 Basic Services

4.1 **BASIC SERVICES (RECURRING MONTHLY)**

The basic services listed within this section are services to be conducted on a routine schedule as outlined in the Contractor's Maintenance and Service Plan and approved by the City. This section is to include the supplying of all necessary personnel, materials, supplies, labor, supervision, equipment, fuel, and other miscellaneous necessities to fully maintain the general condition of the City's parks, recreational facilities and beach access areas to a superior level that will meet or exceed the Performance Standards and Technical Specifications in accordance with Section 3 and all requirements of the Contract Documents.

This work shall include, but not be limited to, weeding, mowing, turf maintenance, edging, pruning, hedge trimming, raking, sweeping and vacuuming sidewalks, herbicide applications including preventive and corrective applications, fertilization and pest management services using Integrated Pest Management principles, irrigation system maintenance, repair and adjustments, landscape maintenance, replacing any plants lost due to negligence of the Contractor, seasonal color replacement, daily removal of all litter including dead animals, shopping cart removal and litter pick up seven days per week. The Bidder will be responsible for the supply and installation of all irrigation materials necessary for a fully operational irrigation system.

The supplying and placing of this section is separate and unique from the Supplemental Services ("On Demand") Section 5, also listed in this ITB and the bid price shown for this section will be considered full and total payment for all normal ongoing operations. For any additional payments under this item, or any other, the service must be specifically requested by the City for a unique and specific task.

4.1.1 **A. PARKS (See section A of the bid form)**

The Bidder shall conduct "Landscape Maintenance Services" as defined in this ITB to all City parks. All the tasks required in the maintenance of the Parks shall be completed in accordance with Section 3, Performance Standards & Technical Specifications.

PARKING LOTS

The Bidder shall conduct "Landscape Maintenance Services" as defined in this ITB to all City parking lots. All tasks required in the maintenance of City parking lots shall be completed in accordance with Section 3, Performance Standards & Technical Specifications.

A11 This bid item is to include the areas around the Heritage Park Parking Garage, the area along the pathway to the Wm Lehman Causeway on the south side of the garage, the areas along the



east side of Ocean Reserve Condo and those areas adjacent to the right-of-way (i.e. the wall).

- A12 This bid item is to include the North, South and West sides of the Gateway Park Parking Garage between the property line and garage.
- A13-A14 Pier Parking Lot and Bella Vista Parking lot. Removal of all litter and debris shall be conducted once per day, 7 days a week.

4.1.2 **B. SEASONAL COLOR REPLACEMENT (see section G in the Bid Form)**

The Bidder shall conduct "Landscape Maintenance Services" as defined in this ITB to replace the City's seasonal color three times per year in a timely fashion. All tasks required in the replacement of seasonal color shall be in accordance with Section 3, Performance Standards & Technical Specifications.

- B1 thru B3 This bid item is to include the removal and proper disposal of prior season's flowers and soil, new Atlas 3000 planting soil mix and soil amendments, pre-emergent herbicide, delivery, layout and placement of annual flowers in 4.5" pots, cleanup and maintenance of new flowers in the locations designated by the City.

4.1.3 **C. ROYAL PALM MAINTENANCE**

The Bidder shall conduct "Landscape Maintenance Services" as defined in this ITB to maintain all Royal Palms. All tasks required in the maintenance of Royal Palms shall be in accordance with Section 3, Performance Standards & Technical Specifications.

- C1 This bid item is to include Merit soil drench for Royal Palms two times per year including a follow-up application per specifications in the locations designated by the City.
- C2 This bid item is to include Imidacloprid or Safari or Foliar spray for all Royal Palms once per year, including a follow-up per specifications in the locations designated by the City.

4.1.4 **D. DATE PALM MAINTENANCE**

The Bidder shall conduct "Landscape Maintenance Services" as defined in this ITB to maintain all Phoenix dactylifera, Phoenix canariensis and Phoenix sylvestris. All tasks required in the maintenance of Date Palms shall be in accordance with Section 3, Performance Standards & Technical Specifications.



D1

This bid item is to include Date Palm maintenance including all root/soil fungicide drench applications per specifications in the locations designated by the City.

END OF SECTION



SECTION 5 Supplemental Services

5.1 Supplemental Services (“On Demand”):

This section is separate from the Basic Services (Recurring Monthly) maintenance. Even though some of the items listed in this section are part of the monthly recurring maintenance, the Bidder must assure that these are also available on demand. These services will be requested as needed by the City. The bid and award evaluation will include the unit prices submitted in the Supplemental Services Bid Form.

5.1.1 E. PLANT REPLACEMENT (see section F in the Bid Form)

Plant replacements shall conform to, or exceed the minimum standards for Florida No. 1 grade or better in the most current edition of the Florida Grades and Standards for Nursery Plants prepared by the State of Florida Department of Agriculture and Consumer Services.

F1 thru F106 This bid item is to include removal and proper disposal of existing plants, and then delivery, layout, placement, new topsoil, staking, mulch, initial hand watering until established if needed, cleanup and maintenance of new plants in the locations designated by the City.

5.1.2 F. MATERIALS (See section G in the Bid Form)

The supplying and placing of this item is separate and unique from the normal need to supply and place this material as part of the ongoing operations covered in other bid items. For this item to be accepted and paid for by the City, the service must be specifically requested by the City for a unique and specific task.

5.1.2.1 OTC INJECTIONS

F1-F2 This bid item is to provide Coconut and Date Palm OTC (Lethal Yellowing) injections in the locations designated by the City. Follow manufacturer's recommendation regarding application rates and methods.

5.1.2.2 TOPSOIL

F3 This bid item is to include the supplying, delivery, placement, and grading of 70/30 topsoil in the locations designated by the City. This topsoil shall be a high quality mix of 70% organics (Florida peat, etc.) and 30% sand.

5.1.2.3 PREMIUM GOLD COLORED MULCH



F4-F5 This bid item is to include the supplying, delivery, placement, and grading of certified arsenic free certified Premium Gold colored mulch in the locations designated by the City.

5.1.2.3.1 SPECIAL CONDITIONS

Certified arsenic free Premium 'Gold' (provide evidence of type and grade of mulch, to City, prior to delivery, for approval by Project Manager). Mulch shall be placed around all planting areas not covered by shrubs, ground cover, or existing mulch (two times per year, or as directed by City), so as to effect a 2.5" mulch depth. Contractor will provide and install all required mulch at the contract unit prices.

5.1.2.4 TRAP SAND

F6 This bid item is to include the supplying, delivery, placement, and grading of #70 Trap Sand in the locations designated by the City.

5.1.2.5 ATLAS 3000 MIX

F7 This bid item is to include the supplying, delivery, placement, and grading of Atlas 3000 planting soil mix by Atlas Peat & Soil (or approved equal) in the locations designated by the City.

5.1.2.6 ST. AUGUSTINE 'FLORATAM' SOD

F8-F9 This bid item is to include the supplying, delivery, placement, and initial irrigating of Solid St. Augustine 'Floritam' Sod (or approved equal) in the locations designated by the City.

5.1.2.7 BERMUDA 'TIFWAY' 419

F10 This bid item is to include the supplying and delivery of Bermuda 'Tifway' 419 Turf (or approved equal) on pallets, off-loaded and installed in a location designated by the City.

5.1.2.8 PASPALUM NOTATUM

F11 This bid item is to include the supplying and delivery of Paspalum notatum (Argentine Bahia Sod) on pallets, off-loaded and installed in a location designated by the City.



5.1.2.9 PASPALUM VAGINATUM

F12 This bid item is to include the supplying and delivery of Paspalum Vaginatum (Seashore Paspalum) on pallets, off-loaded and installed in a location designated by the City.

5.1.2.10 PALM BEACH CAP ROCK

F13 This bid item is to include the supplying and delivery of Palm Beach Cap Rock (or approved equal) by square feet, and off-loaded in a location designated by the City.

5.1.3 G. LABOR (see section H of the Bid Form)

This is a separate item for work not already covered by, or paid for through other pertinent bid items. It is intended that this item shall cover call-outs for emergency and unique situations. For this item to be accepted and paid for by the City, the services must be specifically requested by the City for a specific non-covered task.

5.1.3.1 LANDSCAPE SUPERINTENDENT

G1 thru G2 This bid item is for additional work by a trained and competent Landscape Superintendent who shall be fluent in English.

5.1.3.2 LANDSCAPE LABORER

G3 thru G4 This bid item is for additional work by a trained and competent Landscape Laborer.

5.1.3.3 IRRIGATION SPECIALIST

G5 thru G6 This bid item is for additional work by a trained and competent Irrigation Specialist who shall be fluent in English.

5.1.3.4 IRRIGATION LABORER

H7 thru H8 This bid item is for additional work by a trained and competent Irrigation Laborer.

5.1.4 H. EQUIPMENT (See section I in the Bid Form)

This is a separate item for work not already covered by, and paid for through, other pertinent bid items. It is intended that this item shall cover call-outs for emergency and unique situations. For this item to be accepted and paid for by the City, the services must be specifically requested by the City for a specific task.



5.1.4.1 BACKHOE OPERATOR INCLUDING OPERATOR

H1 thru H2 This bid item is for additional work by a trained and competent Backhoe Operator using a fully functioning and properly maintained tractor with a front end mounted loader and a backhoe.

5.1.4.2 DUMP TRUCK INCLUDING OPERATOR

H3 thru H4 This bid item is for additional work by a trained and competent Dump Truck Operator using a fully functioning and properly maintained dump truck with a GVW rating of 15,000 or greater.

5.1.4.3 TRAILER MOUNTED WATER TANK INCLUDING OPERATOR

H5 This bid item is to provide a fully functioning and properly maintained Trailer Mounted Water Tank with a capacity of 500 gallons or greater. It should also have an operating and properly maintained pump and hose reel. The Bidder shall be responsible for paying for any water usage and shall obtain a water meter from the City of North Miami Beach. The City will designate specific areas where the Bidder will be allowed to fill up.

5.1.4.4 SELF PROPELLED TRENCHER INCLUDING OPERATOR

H6 thru H7 This bid item is to provide a fully functioning and properly maintained Self Propelled Trencher with a minimum attainable depth of twenty-four inches, and a minimum trench width of six inches.

5.1.4.5 BUCKET TRUCK

H8 This bid item is to provide a fully functioning and properly maintained bucket truck of no less than 65'.

5.1.4.6 CHIPPER BRUSH

H9 This bid item is to provide a fully functioning and properly maintained chipper brush.

5.1.4.7 STUMP GRINDER



H10 This bid item is to provide a fully functioning and properly maintained stump grinder.

5.1.4.8 GRAPPLE LOADER

H11 This bid item is to provide a fully functioning and properly maintained grapple loader with a 30 cubic yard capacity.

5.1.4.9 BULLDOZER INCLUDING OPERATOR

H12 thru H13 This bid item is to provide a fully functioning and properly maintained bulldozer with competent operator, that can be utilized on the beach.

5.1.5 I. MISCELLANEOUS ITEMS (see section I of the Bid Form)

This bid item is to include the supplying of all necessary materials, supplies, labor, equipment, fuel, and other miscellaneous necessities to conduct the following tasks. Such work shall be considered as miscellaneous items which are subject to the City's final approval. Upon approval, the City will pay the contractor based on the labor rate specified in the Bid Form of the Bid Cost Proposal. For work requested beyond the provided labor rates, the City's Project Manager may request quotes from other contractors for the stated miscellaneous items.

I1 REPLACE / REPAIR NETTING

Repair or replace any netting or screening at the baseball field in Pelican Community Park and soccer field at Senator Gwen Margolis Park. The repairs are to be made only upon authorization of the City, but the Bidders are responsible for immediately notifying the City of any holes or openings that are found during the daily servicing and inspection of the park. The repairs will be done to industry standards and shall follow the recommendations of the manufacturer.

I2 GRAFFITI REMOVAL

Cover over or remove, as directed by the City, any graffiti. The Contractor shall advise City for authorization/ pre-pre-approval before commencing graffiti removal. This proposal item is intended to include all work, including any needed repairs required to allow the graffiti to be addressed. All work must begin within one (1) day of being notified by the City, and the work must proceed continuously and expeditiously until the job is completed. The Bidder is responsible for immediately notifying the City of any graffiti found during the regular servicing and inspection of the City.

I3 BEE, WASP AND HORNET REMOVAL



Proper removal and eradication of bee, wasp and hornet nests by a registered beekeeper or trained Pest Control Operator.

14 PREVENTIVE MOSQUITO CONTROL WITHIN CITY PARKS AND BEACH

This bid item includes fogging the City parks with a motorized cart and /or backpack. Work to be completed overnight in the pre-dawn hours (exact times to be determined by City) in a manner safe to the public. Avoid spraying when residents are active. Contractor is to eliminate mosquito breeding sites by removing standing water. Mosquito control shall be a supplemental service.

15 DATE PALM FUNGICIDE TRUNK DRENCH

This bid item includes a top to bottom fungicide trunk drench utilizing T-Storm or Cleary's 3336 in the event that Thielvopsis paradoxa is identified in close proximity to subject palms.

16 DEEPROOT ROOT BARRIER

Model #UB 24-2

This Bid item is to include the supplying, delivery and placement of DeepRoot Root barrier (or approved equal) in the locations designated by the City.

17 – 122 MISCELLANEOUS ITEMS CONTINUED

(*Please note, the following line items pertain to disaster debris hauling, which will only be activated upon a notice to proceed after a declared emergency, these line items intentionally include ROW and Parks as part of the scope)

5.1.6.1 Emergency Push/Road Clearance

At the request of the City for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, photos and descriptions, and zones/areas worked. Services performed under this Contract element will be compensated using lines J6-J21 – Hourly Labor and Equipment Price Schedule.



5.1.6.2 DEBRIS REMOVAL SERVICES

For the following line items J12-J21, related to debris removal, the City may award to the lowest responsive responsible bidder as a tertiary bidder in the event that the primary and secondary debris removal contractor has defaulted. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the contractor shall be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the City.

The program Manager or a higher ranking decision-making designee shall be physically present at the City within twenty-four (24) hours after notice has been given to commence work. Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal to a Temporary Debris Management Site(s) (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of personnel, tools and generators, under the direct supervision of the debris monitoring consultant. Program Manager will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. Program Manager / Operations Manager shall coordinate daily with the City's Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives. The City Debris Monitoring Manager must approve all Final Disposal Sites, in writing. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. The Program Manager operations and remediation must comply with all local, state and federal safety and environmental standards.

5.1.6.3 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Contract element will be compensated using J7-J21 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS



or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

5.1.6.4 ROW C&D DEBRIS REMOVAL

Services performed under this Contract element will be compensated using J7-J21 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.



5.1.6.5 REMOVAL OF DEBRIS FROM CITY PARKS & FACILITIES

Services performed under this Contract element will be compensated using J7-J21 Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved DMS Site in accordance with all federal, state and local rules and regulations.

All debris removal from City Parks, improved public property, and Facilities will be at the approval and authorization of the City prior to removal.

5.1.6.6 SAFETY

The Contractor shall be solely responsible for maintaining safety at all work sites including Temporary Debris Storage (TDMS(s) and debris collection sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer's assigned to the project for the duration of this contract.

5.1.6.7 ENVIRONMENTAL PROTECTION

- a. Any and all fluids or chemicals (work-related materials such as oil, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.
- e. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.



5.1.6.8 DOCUMENTATION MANAGEMENT AND SUPPORT

Contractor's Program Manager shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. Program Manager shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. Contractor's Program Manager shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

Each load ticket shall contain the following information:

- Primary Contractor name.
- City contract/Disaster number.
- Load ticket number.
- Sub-Contractor name.
- Truck Driver name.
- Date and time of pick up.
- Date and time of delivery.
- Pick up location (street address or primary street between specific area).
- Loading Zone Number
- Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- Truck ID number and capacity.
- Total cubic yards picked up.
- Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- Delivery site.
- Load Monitor Printed Name and Signature.
- Dump Monitor Printed Name and Signature.
- GPS.

5.1.6.9 REPORTS

Contractor's Program Manager shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City.

Within thirty (30) days of final inspection and/or closeout of the project by the City, Program Manager shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. Program Manager shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to Project Manager have been fully paid. Contractor's Program Manager will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the



City. Program Manager shall notify the City's Project Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

17 ON-SITE DEBRIS MANAGEMENT MANAGER

The Contractor shall provide an on-site Debris Management manager to the City. The Debris Management manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. The Debris Management manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Contractor shall work closely with the City's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Contractor shall follow all of the requirements of 2 C.F.R. §200.318-326 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

The Debris Management Manager will work closely with the City's contracted Monitor and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Project Manager shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. Debris Management Contractor shall provide hard copies and electronic scanned documents with an itemized spreadsheet. Debris Management Contractor shall assist the City in preparing Federal and State reports and applications for reimbursement. Debris Management Contractor shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. Project Manager shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. Debris Management Contractor shall retain all documentation and records for a minimum of ten (10) years.

18 TREE CLIMBER/ CHAINSAW AND GEAR

Contractor shall trim, cut and/or fell leaning trees and/or hanging limbs only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.



I9 LABORER W/SMALL TOOLS, TRAFFIC CONTROL OR FLAG PERSON

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s).

I10 SKILLED SAWMAN

The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. Contractor operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.

I11 LOADING AND HAULING DEBRIS FROM PUBLIC PROPERTY AND RIGHTS-OF-WAY TO A TEMPORARY DEBRIS STAGING AND REDUCTION SITE WITHIN CITY LIMITS

Immediately following a disaster, it may be necessary for Contractor to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing. Debris Removal from Public Rights-of-Way – As identified and directed by the City, contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. Contractor shall provide debris collection in a systematic manner according to Work Zones in accordance with advanced written authorization from the Contract Manager. Contractor shall haul all debris to designated temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an “as needed” basis. In the event that no City TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the City.

Contractor shall segregate all debris to the extent practical. Eligible debris includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s) 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager.



Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved DMS Site in accordance with all federal, state and local rules and regulations. All debris removal from City Parks, improved public property, and Facilities will be at the approval and authorization of the City prior to removal.

J12 LOADING AND HAULING DEBRIS TO A FINAL DISPOSAL SITE PER CUBIC YARD

The contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work. The Contractor shall not use any disposal facility without the written consent of the contract manager. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

I13 LOADING AND HAULING DEBRIS TO A FINAL DISPOSAL SITE PER CUBIC YARD

Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard in excess of 25 miles (Estimated 5,000 cubic yards)

I14 DEBRIS REDUCTION BY CHIPPING/GRINDING PER CUBIC YARD

Contractor shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with City approval. Processing may include, but is not limited to, reduction by tub grinding, or other alternate methods of reduction such as compaction.

I15 REMOVAL OF HAZARDOUS TREES AND LIMBS

Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

- i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
- ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
- iii. The tree has a split trunk that exposes heartwood.



Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- iv. The limb is greater than two (2) inches in diameter.
- v. The limb is still hanging in a tree and threatening a public-use area.
- vi. The limb is located on improved public property.

I16 REMOVAL OF STUMPS

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and remove eligible hazardous stumps from the City's authorized ROW. Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11

The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

1. The stump root ball is exposed by fifty (50) percent or more;
 2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.
 3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.
- B. The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.
- C. Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.
- D. Costs for the removal of hazardous stumps shall be invoiced separately.
- E. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized representative.
- F. The eligible hazardous stump shall be transported to the City's DMS or to the City's designated final disposal site.
- G. Stumps measuring less than twenty-four (24) inches in diameter, measured twenty-four (24) inches above ground, which require extraction shall be converted to a cubic yard measurement by the conversion table included in the FEMA FP 104-009-2, Appendix E, Stump Conversion Table.
- H. Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.



I17-J21 EQUIPMENT

Prior to start of work, the Monitoring Contractor and the City will perform the certification of each vehicle engaging in the services specified within this bid. Certification forms will indicate the type of vehicle; make; model; license plate number; Project Manager Equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract. Per [FEMA Recovery Policy RP9523.12](#), mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

I22 DEAD ANIMAL CARCASSES

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to shall collect, transport and dispose of dead animal carcasses. Including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.

END OF SECTION



DELIVER TO:

City of Sunny Isles Beach
City Clerk
18070 Collins Avenue
Sunny Isles Beach, FL 33160

**SECTION 6
INVITATION TO BID
BID SUBMITTAL FORMS**

**OPENING: 2:30 P.M.
10/1/2020**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	Purchasing Agent	Date Issued:	This Bid Submittal Consists of
	<i>Genesis Cuevas, MPA</i>	8/28/2020	Pages 80+

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

ITB 20-08-01

ITB 20-08-01 City Landscaping Services

A Bid Deposit in the amount of **5%** (of the total of Option A or [Option B](#)) of the bid shall accompany all bids

A Performance and Payment Bond in the amount of **100%** of the bid will be required upon execution of the contract by the successful bidder and City of Sunny Isles Beach

Firm Name:

RETURN ONE ORIGINAL, 4 COPIES AND ONE ELECTRONIC USB OR CD OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 101 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE



PRICE SUBMITTAL
 for
PARKS AND RECREATIONAL LANDSCAPE MAINTENANCE SERVICES- Option A

**Basic Services
 ("Recurring Monthly")
 Section**

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, placed, and accepted by the City. The Bidders, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead, no anticipated profits, etc.) other than the proposal unit price of the items times the number of items authorized, ordered, placed, and accepted by the City. The following work consists of furnishing all labor, materials, supplies, equipment, tools, transportation and supervision necessary to perform and maintain the City's landscape maintenance needs for City Facilities, Parks in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Prices must be **TYPED**.

A. PARKS

No.	Ref Item No.	DESCRIPTION	Est. Quantity	Per Week Price	Extended Total
1	A1	Senator Gwen Margolis Park (17815 North Bay Rd)	52 Weeks	\$	\$
2	A2	Town Center Park (17200 Collins Avenue)	52 Weeks	\$	\$
3	A3	Samson Oceanfront Park (17425 Collins Avenue)	52 Weeks	\$	\$
4	A4	Pelican Community Park (18115 North Bay Road)	52 Weeks	\$	\$
5	A5	Golden Shores Park (201 195 Street)	52 Weeks	\$	\$
6	A6	Heritage Park (19250 Collins Avenue)	52 Weeks	\$	\$
7	A7	Intracoastal Park - North (16200 Collins Avenue)	52 Weeks	\$	\$
8	A8	Intracoastal Park - South (16000 Collins Avenue)	52 Weeks	\$	\$



9	A9	Fishing Pier (Fish guts to be removed outside of City limits)	52 Weeks	\$	\$
10	A10	Gateway Park (151 Sunny Isles Blvd.)	52 Weeks	\$	\$
11	A11	Heritage Parking Garage	52 Weeks	\$	\$
12	A12	Gateway Parking Garage	52 Weeks	\$	\$
13	A13	Pier Park Parking Lot	52 Weeks	\$	\$
14	A14	Bella Vista Parking Lot	52 Weeks	\$	\$
Subtotal Section "A" Lines No. 1 – 14:					\$
B. SEASONAL COLOR REPLACEMENT					
15	B1	Seasonal Color Replacement Pentas, 4.5" pot, full; remove old plantings and fertilize with Nutricote	2,820 plants	\$	\$
16	B2	Seasonal Color Replacement Begonia 'Big Series', 4.5" pot, full; remove old plantings and fertilize with Nutricote	2,820 plants	\$	\$
17	B3	Seasonal Color Replacement Caladium 'Florida Sweetheart', 4.5" pot, full; remove old plantings & fertilize with Nutricote	2,820 plants	\$	\$
Subtotal Section "B" Line No. 15 - 17:					\$
C. ROYAL PALM MAINTENANCE					
18	C1	Merit Soil Drench for Royal Palms (Two times per year)	380 Applications	\$	\$
19	C2	Imidacloprid or Safari or Foliar Spray for Royal Palms	190 Applications	\$	\$



		(One time per year)			
Subtotal Section "C" Line No. 18 - 19:					\$
D. DATE PALM MAINTENANCE					
20	D1	Date Palm Root/Soil Drench (3 times per year)	1149 Applications	\$	\$
Subtotal Section "D" Line No. 20:					\$
TOTAL BASIC SERVICES ("Recurring Monthly") Lines No. 1 – 20:					\$
TYPED Written Total Basic Services:					
Supplemental Services ("On Demand") Section (This Is Not Included in the Monthly Maintenance)					
<p><u>NOTE:</u> The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, placed, and accepted by the City. The Bidders, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead, no anticipated profits, etc.) other than the proposal unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.</p>					
No.	Ref Item No.	DESCRIPTION	Est. Qty.	UNIT PRICE (For One Item)	Extended Total
E. PLANT REPLACEMENT					
<i>Shrubs & Groundcover</i>					
21	E1	Aechmea blanchetiana - <i>Orange Bromeliad</i> 3 gallon	25	\$	\$
22	E2	Aechmea blanchetiana - <i>Orange Bromeliads</i> 7 gallon	25	\$	\$
23	E3	Aerva lanata 'Red Velvet' - <i>Red Velvet</i> 1 gallon	100	\$	\$



24	E4	Alcantarea imperialis – Imperial Bromeliad 17" Pot	25	\$	\$
25	E5	Arachis glabrata - <i>Rhizoma (Perennial)</i> <i>Peanut</i> 1 gallon	200	\$	\$
26	E6	Argusia gnaphalodes - <i>Sea Lavender</i> 3 gallon	25	\$	\$
27	E7	Bromeliad Neorgelia 'Fireball' 1 gallon	25	\$	\$
28	E8	Capparis cynophallophora - <i>Jamaica Caper</i> 3 gallon	50	\$	\$
29	E9	Chrysobalanus icaco 'Horizontal' <i>Horizontal Cocoplum</i> 3 gallon	50	\$	\$
30	E10	Chrysobalanus icaco 'Red Tip' - <i>Cocoplum</i> 3 gallons	100	\$	\$
31	E11	Chrysobalanus icaco 'Red Tip' - <i>Cocoplum</i> 7 gallon	25	\$	\$
32	E12	Clusia guttifera - <i>Small Leaf Clusia</i> 3 gallon	25	\$	\$
33	E13	Clusia guttifera – <i>Small Leaf Clusia</i> 7 gallon	200	\$	\$
34	E14	Clusia guttifera – <i>Small Leaf Clusia</i> 15 gallon	25	\$	\$
35	E15	Coccoloba uvifera – <i>Seagrape</i> 3 gallon	25	\$	\$
36	E16	Coccoloba uvifera – <i>Seagrape</i> 7 gallon	25	\$	\$
37	E17	Codiaeum variegatum 'Mammey' – <i>Croton</i> 3 gallon	25	\$	\$
38	E18	Codiaeum variegatum 'Petra' – <i>Croton</i> 3 gallon	25	\$	\$
39	E19	Conocarpus erectus - <i>Green Buttonwood</i> 3 gallon	100	\$	\$



40	E20	Conocarpus erectus - <i>Green Buttonwood</i> 7 gallon	50	\$	\$
41	E21	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 3 gallon	100	\$	\$
42	E22	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 7 gallon	50	\$	\$
43	E23	Cordyline fruticosa 'Aunie Lou' – <i>Ti Plant</i> 3 gallon	25	\$	\$
44	E24	Cordyline fruticosa 'Red Sister' – <i>Ti Plant</i> 3 gallon	200	\$	\$
45	E25	Crinum augustum 'Queen Emma' 7 gallon	25	\$	\$
46	E26	Crinum asiaticum – <i>Crinum Lily</i> 7 gallons	25	\$	\$
47	E27	Dianella tasmanica 'Variegata' <i>Variegated Blueberry Flax Lily</i> 1 gallon	25	\$	\$
48	E28	Dietes vegeta - <i>White African Iris</i> 3 gallon	25	\$	\$
49	E29	Ernodea littoralis - <i>Golden Beach Creeper</i> 1 gallon	25	\$	\$
50	E30	Ficus microcarpa 'Green Island' 3 gallon	200	\$	\$
51	E31	Ficus microcarpa 'Green Island' 7 gallon	800	\$	\$
52	E32	Ficus pumila – <i>Creeping Fig</i> 1 gallon	25	\$	\$
53	E33	Furcraea foetida – <i>Erect False Agave</i> 7 gallon	25	\$	\$
54	E34	Hamelia nodosa – <i>Dwarf Firebush</i> 3 gallon	25	\$	\$
55	E35	Hamelia patens - <i>Firebush</i> 3 gallon	25	\$	\$



56	E36	Ixora 'Nora Grant' 3 gallon	200	\$	\$
57	E37	Ixora 'Taiwanese' 7 gallon	25	\$	\$
58	E38	Jasminum volubile - <i>Wax Jasmine</i> 3 gallon	300	\$	\$
59	E39	Lantana depressa 'Gold' – <i>Gold Lantana</i> 1 gallon	50	\$	\$
60	E40	Liriope muscari 'Big Blue' – <i>Lilyturf</i> 1 gallon	200	\$	\$
61	E41	Microsorium scolopendria – <i>Wart Fern</i> 3 Gal.	25	\$	\$
62	E42	Monstera deliciosa - <i>Ceriman</i> 3 gallon	25	\$	\$
63	E43	Muhlenbergia capillaris - <i>Muhly Grass</i> 3 gallon	100	\$	\$
64	E44	Myrcianthes fragrans - <i>Simpson Stopper</i> 3 gallon	25	\$	\$
65	E45	Neomarica caerulea 'Regina' – <i>Apostle's Iris</i> 3 gallon	25	\$	\$
66	E46	Nephrolepis exaltata – <i>Boston Fern</i> 1 gallon	100	\$	\$
67	E47	Pennisetum setaceum 'Alba' <i>White Fountain Grass</i> 3 gallon	25	\$	\$
68	E48	Philodendron 'Rojo Congo' 3 gallon	25	\$	\$
69	E49	Podocarpus macrophyllus – <i>Japanese Yew</i> 7 gallon	50	\$	\$
70	E50	Psychotria ligustrifolia – <i>Bahama Coffee</i> 3 gallon	25	\$	\$
71	E51	Psychotria nervosa – <i>Wild Coffee</i> 3 gallon	25	\$	\$
72	E52	Ruellia brittoniana 'Purple Showers' 3 gallons	50	\$	\$



73	E53	Schefflera arboricola 'Trinette' 3 gallon	300	\$	\$
74	E54	Schefflera arboricola 'Trinette' 7 gallon	100	\$	\$
75	E55	Schefflera arboricola 'Dazzle' 3 gallon	300	\$	\$
76	E56	Schefflera arboricola 'Emerald Green' 3 gallon	25	\$	\$
77	E57	Serenoa repens 'Cinerea' - <i>Saw Palmetto</i> 7 gallon	25	\$	\$
78	E58	Serenoa repens 'Cinerea' - <i>Saw Palmetto</i> 15 gallon	25	\$	\$
79	E59	Sophora tomentosa - <i>Necklace Pod</i> 3 gallon	25	\$	\$
80	E60	Spartina bakeri - <i>Sand Cordgrass</i> 1 gallon	25	\$	\$
81	E61	Stachytarpheta jamaicensis <i>Native Blue Porterweed</i> 3 gallon	25	\$	\$
82	E62	Tradescantia Spathacea 'Tricolor' - Dwarf Oyster Plant 1 gallon	100	\$	\$
83	E63	Tripsacum floridanum - <i>Florida Gamagrass</i> 3 gallon	100	\$	\$
84	E64	Tripsacum dactyloides - <i>Fakahatchee Grass</i> 3 gallon	100	\$	\$
85	E65	Uniola paniculata - <i>Sea Oats</i> 1 gallon	200	\$	\$
86	E66	Zamia furfuracea - <i>Cardboard Palm</i> 7 gallon	25	\$	\$
87	E67	Zamia pumila - <i>Coontie</i> 7 gallon	25	\$	\$
<i>Trees & Palms</i>					
88	E68	Acoelorrhaphe wrightii 'Paurotis Palm' 14' ht. (7-8 trunks min 6' c.t. min)	3	\$	\$



89	E69	Bismarkia nobilis- <i>Bismark Palm</i> 12' g.w.	5	\$	\$
90	E70	Bulnesia arborea - <i>Verawood</i> 12' ht.	5	\$	\$
91	E71	Bursera simaruba - <i>Gumbo Limbo</i> 12' ht.	3	\$	\$
92	E72	Chamaerops humilis – <i>European Fan Palm</i> 3'-4' ht.	3	\$	\$
93	E73	Chrysophyllum oliviforme - <i>Satin Leaf</i> 6' o.a.	3	\$	\$
94	E74	Clusia guttifer - <i>Small Leaf Clusia</i> 10' ht.	3	\$	\$
95	E75	Clusia rosea – <i>Pitch Apple</i> 12' ht.	3	\$	\$
96	E76	Coccoloba diversifolia - <i>Pigeon Plum</i> 12' ht.	3	\$	\$
97	E77	Coccoloba uvifera - <i>Seagrape</i> 12' ht.	3	\$	\$
98	E78	Cocos Nucifera Gr. Malayan - <i>Coconut Palm</i> 4' g.w.	3	\$	\$
99	E79	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i> 8' g.w.	3	\$	\$
100	E80	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i>	3	\$	\$
101	E81	Cocos Nucifera 'Gr. Malayan' - <i>Coconut Palm</i>	3	\$	\$
102	E82	Conocarpus erectus - <i>Green Buttonwood</i> 12' ht.	5	\$	\$
103	E83	Conocarpus erectus 'Sericeus' <i>Silver Buttonwood</i> 12' ht.	5	\$	\$
104	E84	Cordia sebestena - <i>Orange Geiger</i> 12' ht.	4	\$	\$
105	E85	Delonix regia – <i>Royal Poinciana</i> 16' ht.	3	\$	\$
106	E86	Ilex cassine – <i>Dahoon Holly</i> 10' Ht.	3	\$	\$
107	E87	Krugiodendron ferreum – <i>Black Ironwood</i> 12' Ht.	3	\$	\$



108	E88	Ligustrum japonicum - <i>Japanese Privet</i> 10' ht., Multi-trunk	3	\$	\$
109	E89	Livistona chinensis - <i>Chinese Fan Palm</i> 12'-14' ht.	3	\$	\$
110	E90	Lysiloma latisiliqua - <i>Wild Tamarind</i> 12' ht.	3	\$	\$
111	E91	Myrcianthes fragrans - <i>Simpson Stopper</i> 10' ht.	3	\$	\$
112	E92	Pandanus utilis - <i>Screw Pine</i> 10'-12' ht., triple trunk	3	\$	\$
113	E93	Phoenix dactylifera 'Medjool' 16' c.t. to nut (certification required)	10	\$	\$
114	E94	Phoenix dactylifera 'Medjool' 22' c.t. to nut (certification required)	10	\$	\$
115	E95	Phoenix sylvestris - <i>Sylvester Date Palm</i> 14 c.t. to nut	3	\$	\$
116	E96	Phoenix roebelenii - <i>Pygmy Date Palm</i> 6'-8' ht., triple	5	\$	\$
117	E97	Ptychosperma elegans - <i>Alexander Palm</i> 10'-12' ht., double trunk	5	\$	\$
118	E98	Ptychosperma elegans - <i>Solitare Palm</i> 20' ht., single	5	\$	\$
119	E99	Roystonea elata - <i>Florida Royal Palm</i> 16' g.w.	5	\$	\$
120	E100	Roystonea elata - <i>Florida Royal Palm</i> 8' g.w.	5	\$	\$
121	E101	Sabal palmetto - <i>Cabbage Palm</i> 16'-20' ht.	10	\$	\$
122	E102	Taxodium distichum - <i>Bald Cypress</i> 12' ht.	5	\$	\$
123	E103	Thrinax radiata - <i>Florida Thatch Palm</i> 4' ht.	3	\$	\$
124	E104	Thrinax radiata - <i>Florida Thatch Palm</i> 8' ht.	3	\$	\$
125	E105	Veitchia montgomeryana - <i>Montgomery Palm</i>	5	\$	\$
126	E106	Veitchia montgomeryana - <i>Montgomery Palm</i> 18'-20' ht., triple trunk	5	\$	\$



127	E107	Wodyetia bifurcata – <i>Foxtail Palm</i> 12' g.w.	5	\$	\$
Subtotal Section "E" Lines No. 21 – 127:					\$
F. MATERIALS					
128	F1	Coconut Palm OTC Injection	596 Application	\$	\$
129	F2	Date Palm OTC Injection	383 Application	\$	\$
130	F3	Topsoil (70/30 Mix) Delivered and Installed	200 Cu. Yd.	\$	\$
131	F4	Premium Gold Mulch Delivered and Installed	1,500 Cu. Yd.	\$	\$
132	F5	Premium Gold Mulch Delivered and Installed	100 Bags (2 cu. ft.)	\$	\$
133	F6	#70 Trap Sand Delivered and Installed	700 Cu. Yd.	\$	\$
134	F7	Atlas 3000 (or equal) Mix Delivered and Installed	100 Cu. Yd.	\$	\$
135	F8	Solid St. Augustine 'Floritam' Sod Delivered and Installed	2500 Sq. Ft.	\$	\$
136	F9	Solid St. Augustine 'Floritam' Sod Delivered and Installed	60 pallets (500 SF Each)	\$	\$
137	F10	Solid Bermuda 'Tifway 419' Turf Delivered and Installed	5 pallets (400 SF Each)	\$	\$
138	F11	Solid Paspalum notatum 'Argentine' Bahia Sod Delivered and Installed	5 pallets (400 SF Each)	\$	\$
139	F12	Paspalum Vaginatatum Loaded and Installed	5 pallets (400 SF Each)	\$	\$
140	F13	Palm Beach Cap Rock	4 Sq. Ft.	\$	\$



Subtotal Section "F" Lines No. 128 – 140					\$
G. LABOR					
141	G1	One Landscape Superintendent	100 Hours (8am – 5pm, M-F)	\$	\$
142	G2	One Landscape Superintendent	100 Hours (All other times)	\$	\$
143	G3	One Landscape Laborer	100 Hours (8am – 5pm, M-F)	\$	\$
144	G4	One Landscape Laborer	100 Hours (All other times)	\$	\$
145	G5	One Irrigation Specialist	75 Hours (8am – 5pm, M-F)	\$	\$
146	G6	One Irrigation Specialist	50 Hours (All other times)	\$	\$
147	G7	One Irrigation Laborer	75 Hours (8am – 5pm, M-F)	\$	\$
148	G8	One Irrigation Laborer	50 Hours (All other times)	\$	\$
Subtotal Section "G" Lines No. 141 – 148					\$
H. EQUIPMENT					
149	H1	One Front End Loader with Backhoe, including an Operator (Hourly Rate)	5 Hours	\$	\$
150	H2	One Front End Loader with Backhoe, including an Operator (Daily Rate)	5 Days		\$



151	H3	One 15,000 GVW (or larger) Dump Truck with an Operator (Hourly Rate)	5 Hours	\$	\$
152	H4	One 15,000 GVW (or larger) Dump Truck with an Operator (Daily Rate)	5 Days	\$	\$
153	H5	One Trailer Mounted Water Tank (500 gallon minimum) with Pump and Hose Reel (Daily Rate)	5 Days	\$	\$
154	H6	One Self Propelled 24" Deep by 6" Wide Trencher with an Operator (Hourly Rate)	5 Hours	\$	\$
155	H7	One Self Propelled 24" Deep by 6" Wide Trencher with an Operator (Daily Rate)	5 Days	\$	\$
156	H8	Bucket Truck (equipment only) (Hourly Rate)	20 Hours	\$	\$
157	H9	Chipper Brush (equipment only) (Hourly Rate)	20 Hours	\$	\$
158	H10	Stump Grinder (equipment only) (Hourly Rate)	10 Hours	\$	\$
159	H11	Grapple Loader (30 cu. yd. capacity, equipment only) (Hourly Rate)	10 Hours	\$	\$
160	H12	Bulldozer (Including Operator) (Hourly Rate)	10 Hours	\$	\$
161	H13	Bulldozer (Including Operator) (Daily Rate)	5 Days	\$	\$
Subtotal Section "H" Lines No. 149– 161:					\$
I. MISCELLANEOUS ITEMS					
162	I1	Repair Ball Field Netting at Pelican Community Park & Gwen Margolis Park	100 Square Yards	\$	\$



163	12	Remove or Cover Graffiti, as Directed	50 Hours	\$	\$
164	13	Bee, Wasp & Hornet nest removal	10 Removals	\$	\$
165	14	Preventive Mosquito Control within City Parks and Beach	10 Hours	\$	\$
166	15	Date Palm fungicide trunk drench	383 Application	\$	\$
167	16	DeepRoot Root barrier	100 Linear Foot		
The following rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.					
168	17	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	Hourly Labor Rate	\$	\$
169	18	Tree Climber/ Chainsaw and Gear	Hourly Labor Rate	\$	\$
170	19	Laborer w/ Small Tools, Traffic Control, or Flag Person	Hourly Labor Rate	\$	\$
171	110	Skilled Sawman	Hourly Labor Rate	\$	\$
172	111	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard within City Limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$	\$
173	112	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard within 25 miles of City limits (Estimated 5,000 cubic yards)	Per Cubic Yard	\$	\$
174	113	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard in excess of 25 miles (Estimated 5,000 cubic yards)	Per Cubic Yard	\$	\$



175	I14	Debris Reduction by Chipping/Grinding Per Cubic Yard	per Cubic Yard	\$	\$
176	I15	Removal of Hazardous Trees and Limbs Work consists of removing and placing them at a City approved location on the City ROW. 6 inch to 23.99 inch diameter	Each	\$	\$
177	I15 (A)	Continued... 24 inch to 35.99 inch diameter	Each	\$	\$
178	I15 (B)	Continued... 36 inch and larger diameter	Each	\$	\$
179	I16	Removal of Hazardous Stumps Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows: 24.1 inch to 36.99 inch diameter	Each	\$	\$
180	I16A	37 inch to 48.99 inch diameter	Each	\$	\$
181	I16B	49 inch and larger diameter	Each	\$	\$
182	I17	Generator, 500 KW, List kW Capacity (Daily Rate)	Hourly Labor Rate	\$	\$
183	I18	Wheel Loader, 3 CY, 152 HP (Including Operator) (Daily Rate)	Hourly Labor Rate	\$	\$
184	I19	Dozer, Tracked, D4 or Equivalent (Including Operator) (Daily Rate)	Hourly Labor Rate	\$	\$
185	I20	Tub Grinder 800 to 1,000 HP (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$	\$
186	I21	Truck, Flatbed (Including Operator) (Hourly Rate)	Hourly Labor Rate	\$	\$



187	122	Dead Animal Carcasses Work consists of collection, Hauling and final disposal of dead animal carcasses.	Per pound	\$	\$
Subtotal Section "I" Lines No. 162 – 187:					\$
TOTAL SUPPLEMENTAL SERVICES FOR ("On Demand") Lines No. 21 – 187:					\$
TYPED Total Supplemental Services:					
<hr/>					
GRAND TOTAL BASIC SERVICES ("Recurring Monthly") & SUPPLEMENTAL SERVICES ("On Demand") Lines No. 1 – 187:					\$
TYPED Grand Total of Basic Services & Supplemental Services:					
<hr/>					

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to perform as per contract, and per bid amount, if the firm is awarded the Contract by the City of Sunny Isles Beach. The undersigned further certifies that he/she has read the Invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. Two authorized signers will be required.

(1)Authorized Signatory: _____

Executed by/Title: _____

(2)Authorized Signatory: _____

Executed by/Title: _____

For (Company): _____



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE OF OFFICER: _____

DATE: _____



BID SUBMITTAL FORM

Bid Title: Landscaping Services

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Sunny Isles Beach to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Bidders agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

- The Bidder has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Bidder has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Bidder.
- This Bid 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; the Bidder has not directly or indirectly induced or solicited any other Bidders to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidders or over the City.

The City and the successful Bidder will establish completion times for each individual Work Item and the successful Bidder agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Work Orders and/or Notice to Proceed.

Firm Name:

Street Address:

Mailing Address (if different):



Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. __/__/__-__/_/__/__/_/__/__/_/___

** By signing this document the bidder agrees to all Terms*

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.



SECTION 7 Proposal Format & Questionnaire

7.1 FORMAT

Bidders must submit (1) original, four (4) copies and one USB file of the Bid. The original Bid must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Bidder's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Bidder, the ITB number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the ITB will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. Company Information
 - In response to this ITB, all Bidders must provide the following:
 - Name of Agency/Company (including any "Doing Business As" names)
 - Company Locations
 - Internet Web Site Address (if any)
 - Details of Entity Business Structure (Corporation, Partnership, LLC)
 - Date Founded
 - Home office address and telephone number, and local address and phone number
 - List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
 - Proof of Insurance
 - Indication of how long it would take to implement service after authorized to begin

2. Qualifications
 - Fully completed Questionnaire in accordance with Article 7.2.
 - The Contractor must demonstrate they have substantial experience in the large scale landscape and irrigation maintenance of parks. This experience must include a minimum of five years experience in this type of work, including the maintenance of a wethose or similar sub-surface irrigation system.
 - Copies of all applicable licenses and certifications

3. Staffing
 - Resumes including relevant experience and qualifications of key personnel, including key personnel of subcontractors, if any, that will be assigned to this project.
 - Organizational chart of entire structure that is proposed to service account.



- List job description in the organization described above.
 - Overall employee policy and training program.
 - Outline of safety program.
4. Bid Form
- A fully completed Bid Form in accordance with Section 6.
 - Any pricing conditions or contingencies must be clearly stated.
5. References
Each Bidder must submit a minimum of (5) References
- Each reference must have name of contact person/title, phone number, email address and name of business/Government Agency
- The City retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.
6. Availability
Indicate current and anticipated workloads and availability for other activities and include proximity or frequency to the City for service calls. Identify the extent and nature of any anticipated outside support.
7. Contract Forms
All completed contract forms



7.2 QUESTIONNAIRE

This Completed Form Must be submitted with the Bid. The City may, at its sole discretion, require that the Bidder submit additional information not included in the submitted form. Such information must be submitted with two (2) Calendar Days of the City's request. Failure to submit the form or additional information upon request by the City will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some information may not be applicable. In such instances insert "N/A". All questions are to be answered in full without exception.

The City shall be entitled to contact every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. The contractor, by completing this questionnaire, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the City.

Only complete and accurate information shall be provided by the Contractor. The Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City any subsequent agreement between the City and the Contractor.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

d. What is your primary business? _____

(This answer should be specific)

e. Name of licensed/certified employee(s), license/certification number, and relationship to



company:

f. Names of previous licensed/certified employee(s), with license/certification number during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date
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3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____
(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership:

a. Identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

b. Is any owner identified above an owner in another company? Yes No



If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority	All	Cost	No-Cost	Other
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification:
 (Apprentices must be listed separately for each classification)

6. Name of Certified Arborist: _____ (provide copy of certification)

7. Name of Certified Irrigation Technician: _____ (provide copy of license)

8. Name of Certified Pest Control Operator: _____ (provide copy of license)



9. Has any owner or employee of the company been convicted of a federal offense or moral turpitude: If yes, please explain:

10. Insurance & Bond Information

Insurance Carrier name & address: _____

a. Insurance Contact Name, telephone, & e-mail: _____

b. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

c. Number of Insurance Claims paid out in last 5 years & value: _____

d. Bond Carrier name & address: _____

e. Bond Carrier Contact Name, telephone, & e-mail: _____

f. Number of Bond Claims paid out in last 5 years & value: _____

11. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settled or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

12. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?



Yes No (If yes, provide an attachment that provides an explanation of the project and explanation)

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation. Yes No
14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle, and must specify whether the equipment or vehicle will be dedicated for use solely on the City's Landscape Maintenance Work. During the Bid evaluation process the City may request copies of rented or leased equipment. The Equipment and Vehicles form in Section 7.3 has been provided to aid Bidders in submitting the requested information.

B. Project Management & Subcontract Details

1. Program Manager for this Contract- Parks:

a. Name: _____

b. Years with Company: _____

c. Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:

2. Field Supervisor for this Project- Parks:

a. Name: _____

b. Years with Company: _____

c. Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:



3. Subcontractors: (See Contract restrictions on Subcontracting)

Name	Trade/Work to No. be performed	% of Work	License
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C. Disposal Site(s)

1. Will your company be disposing of cuttings and debris at a Miami Dade County Site? Yes/No (circle one). If yes, provide a copy of all applicable Landscape Permits.

2. If your company is using alternate disposal sites provide the following information for a maximum of two alternate sites:

a. Name of Company: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail Address: _____
License Number: _____

License Issued By: Miami-Dade County State of Florida (Circle one)

b. Name of Company: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail Address: _____
License Number: _____

License Issued By: Miami-Dade County State of Florida (Circle one)

D. Circle which bid the bidder is submitting for: **Option A (Parks)** or **Option B (Parks and Row)**



D. Current and Prior Experience:

1. Current Experience including current projects or contracts, recently awarded, or pending award. Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the City should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name, address and contact person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

E. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or projects listed in D2. above. The attached form is to be used and is to be included with the Bid submission. The City, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.

F. Proposed Maintenance Plan

Provide an attachment to this questionnaire specifically describing the proposed maintenance plan of action for the Work to be offered for the Landscape Maintenance Services Bid, ITB 20-08-01. How many crews of what size and makeup will be used to perform the work? How many days per week and how many hours per week will be allotted to accomplish the work? Will you adjust staff seasonally, and, if so, how will you do so in order to meet demands of the Performance Standards & Technical Specifications? Contractor shall closely evaluate the City's minimum manpower requirements defined in the Performance Standards and make recommendation if minimum specified manpower is sufficient and, if not, how many personnel do they recommend. The Contractor's recommendation will be taken into consideration in Bid evaluation.

G. Financial Status

1. Attach a professionally prepared financial statement with the City's ability to audit upon request, including Contractor's latest balance sheet and income statement showing the following items:
 - a. Current assets, i.e. cash, joint venture account, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities, i.e. accounts payable, notes payable, accrued expenses, provision for



- income taxes, advances, accrued salaries, and accrued payroll taxes,
- e. Other liabilities, i.e., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings, and
- f. Name of firm preparing financial statement and date thereof

2. Bankruptcies:

- a. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

- b. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

- c. Loans: Is this Contractor in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify details, circumstances, and prospects for resolution).

H. Declaration

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on _____(date)

Authorized representative (print): _____

Authorized representative (signature): _____

I. Disaster Recovery Services

Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief



description of the work completed. Contractor should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.



7.3 EQUIPMENT AND VEHICLES

*Note: This form is to be used for question A14 of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to City's Work</u>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>



7.4 PERFORMANCE DEFICIENCY DEDUCTION

Notification to _____

Date: _____ Time: _____ Method: _____

The following performance deficiency has been observed and requires immediate attention to correct.

Location: _____

Value of Deduction: \$ _____

City Representative to check deficient items and comment (if applicable) below:

- ___1. General Performance deficiency.
- ___2. Failure to comply with minimum City defined manpower requirements.
- ___3. Failure to provide adequate equipment.
- ___4. Failure to protect public health and/or correct safety concerns.
- ___5. Failure to comply with water restrictions.
- ___6. Major irrigation deficiencies.
- ___7. Other: _____ Comments: _____

Please initiate the necessary corrective action(s) and notify the City Representative when complete for re-inspection.

City Representative signature: _____

Contractor's Representative signature: _____



EXHIBITS



EXHIBIT A



ELECTRONIC CODE OF FEDERAL REGULATIONS

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

Procurement Standards

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable



or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and



(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and



(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67



Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and



(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or



(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes



energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.



(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity



has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246,



“Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



ITB #20-08-01

**City of Sunny Isles Beach
Parks & Recreational Facilities
Landscape Maintenance Services
Area Map - North**

LEGEND

A Parks



Exhibit 'B' - North



ITB #20-08-01

**City of Sunny Isles Beach
Parks & Recreational Facilities
Landscape Maintenance Services
Area Map - Central**

LEGEND

A Parks



Exhibit 'C' - Central

N. Bay Rd.

B2 (SR 826) SUNNY Isles Blvd. (West Bound)

(SR 826) SUNNY Isles Blvd. (East Bound)

GATEWAY PARK A10

A9

SR 826 / COLLINS AVENUE

OCEANIA PARK

Atlantic Ave

Atlantic Isle

Atlantic Isle

A7
INTRACOASTAL PARK (NORTH)

Poinciana Dr.

A8
INTRACOASTAL PARK (SOUTH)

Intracoastal Waterway

159 St./Kings Point Dr.

Atlantic Ocean

158 St. / Bayview Dr.



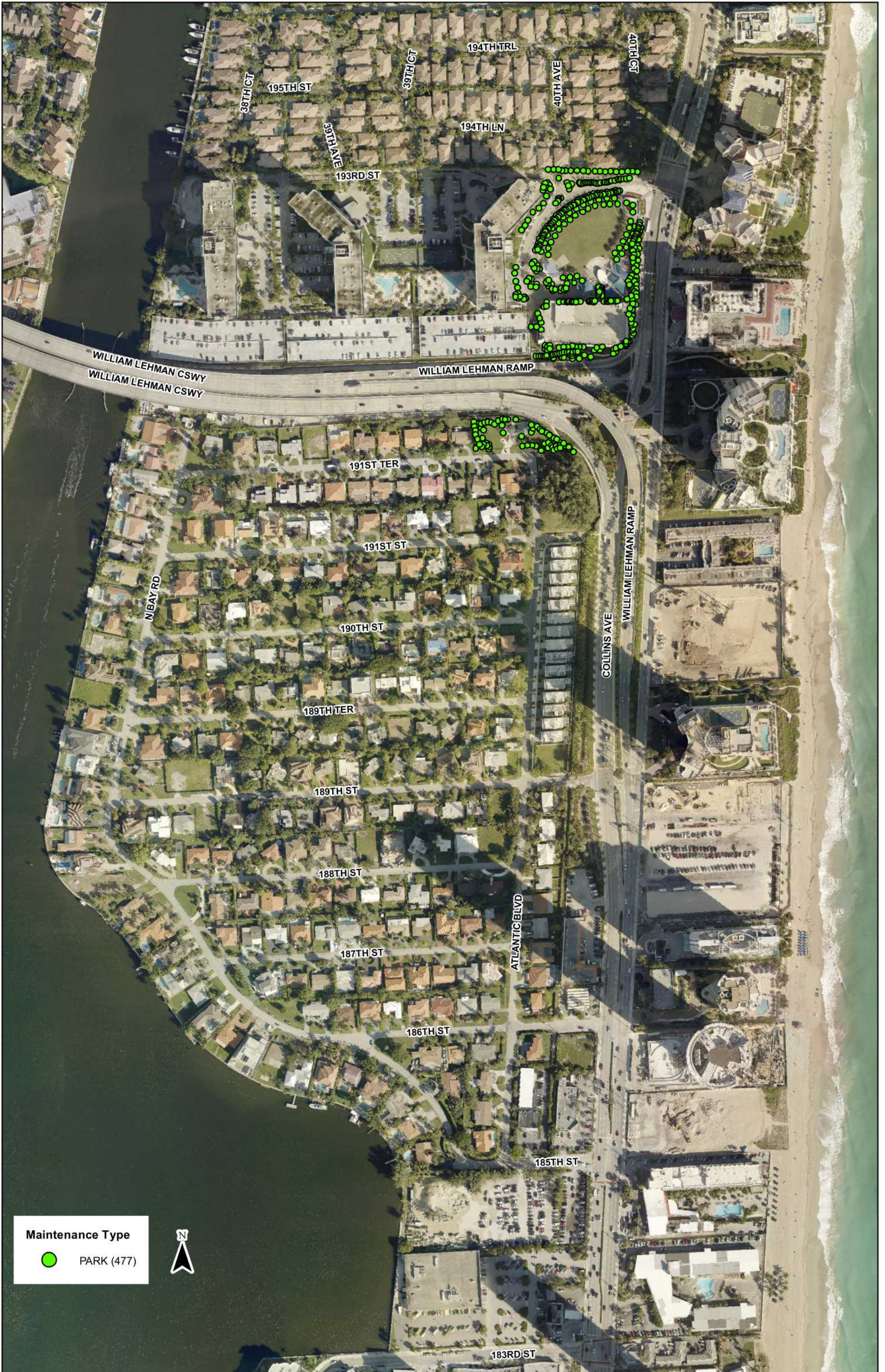
ITB #20-08-01

City of Sunny Isles Beach Parks & Recreational Facilities Landscape Maintenance Services Area Map - South

LEGEND

A Parks









Parks & Recreational Facilities Landscape Maintenance Services
ITB #20-08-01

TREE SUMMARY

SPECIES	QTY
ALEXANDER PALM	39
ALLSPICE TREE	1
BAHAMA STRONGBARK	1
BALD CYPRESS	6
BANYAN	2
BISMARCK PALM	1
BLACK IRONWOOD	5
BLOLLY	3
BRAZILIAN BEAUTYLEAF	24
CALOPHYLLUM	3
CHRISTMAS PALM	3
CLUSSIA	7
COCONUT PALM	289
DATE PALM (MEDJOO)	148
DESERT CASSIA	1
FIREBUSH	4
FOXTAIL PALM	5
GREEN BUTTONWOOD	103
GUMBO LIMBO	56
HIBISCUS	6
JAMAICA DOGWOOD	1
JAPANESE BLUEBERRY	68
LIGNUM VITAE	3
LIGUSTRUM	11
LOCUST BERRY	1
MAHOGANY	14
MONTGOMERY PALM	21
OAK	63
ORANGE GEIGER	13
PARADISE TREE	1
PAUROTIS PALM	14
PIGEON PLUM	19
PURPLE GLORY TREE	1
RED STOPPER	4
ROBELLINI PALM	83
ROYAL PALM	63
ROYAL POINCIANA	3
SABAL PALM	152
SATIN LEAF	4
SCREWPINE	2
SEA GRAPE	4

SPECIES	QTY
SENEGAL DATE PALM	1
SHAVING BRUSH TREE	1
SHORT LEAVED FIG	2
SILVER BUTTONWOOD	21
SIMPSON STOPPER	11
SOLITAIRE PALM	95
SPANISH STOPPER	7
SPICEWOOD	1
THATCH PALM	49
TRAVELERS PALM	10
WASHINGTON PALM	20
WAX MYRTLE	18
WILD TAMARIND	13
WILLOW BUSTIC	2
YELLOW CASSIA	16
YELLOW ELDER	1
TOTAL	1520

EXHIBIT 'H'



AFFIDAVITS





NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
COUNTY OF _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
(Type of Business) (State)

of which he is _____.
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20____

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)



PUBLIC ENTITY CRIMES

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "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 Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

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 had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

- a.) predecessor or successor of a person convicted of a public entity crime; or
- b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime 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.

11.5. I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which 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 of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) 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.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____.

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I am the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: Landscape Maintenance Services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _____ day of _____, 2020.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials 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: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date



PERFORMANCE BOND

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Sunny Isles Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No, awarded the day of _____, 20____, with _____ in accordance with contract documents prepared by the City of Sunny Isles Beach, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for services described within (Bid No. _____) within _____ calendar days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within one and one half (1 1/2) years, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Contract in accordance with its terms and conditions; or
 - 4.2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposers, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive Proposers, arrange for a Contract between such Proposers and City, 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 City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City 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 _____, 20_____.

WITNESS:

Secretary

(CORPORATE SEAL)

BY:

(Name of Corporation)

(Signature)

(Type Name and Title Signed Above)

IN THE PRESENCE OF; INSURANCE COMPANY:

BY:

***Agent and Attorney-in-Fact**

* (Power of Attorney must be attached)

(Address)

(City/State/Zip Code)

(Telephone)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Signature: Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



BID BOND

City of Sunny Isles Beach

18070 Collins Avenue

Sunny Isles Beach, FL 33160

Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Sunny Isles Beach, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2010 for:
_____.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Proposers would, if awarded the Contract, enter into a written Contract with the City 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 City of Sunny Isles Beach and furnishes the Performance Bond, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Sunny Isles Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

DOCUMENT CONTINUES ON NEXT PAGE

IN PRESENCE OF:

Individual or Partnership Principal

Affix Corporate Seal

Business Address

City, State, and Zip Code

Business Telephone

Business Facsimile

ATTEST:

(Corporate Surety)*

Secretary

*Impress Corporate Seal

By:

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.



NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
COUNTY OF _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
(Type of Business) (State)

of which he is _____.
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 20____

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)



PUBLIC ENTITY CRIMES

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "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 Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

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 had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

- a.) predecessor or successor of a person convicted of a public entity crime; or
- b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime 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.

11.5. I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which 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 of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) 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.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I am the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: Landscape Maintenance Services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _____ day of _____, 2020.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials 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: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date



PERFORMANCE BOND

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Sunny Isles Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No, awarded the day of _____, 20____, with _____ in accordance with contract documents prepared by the City of Sunny Isles Beach, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for services described within (Bid No. _____) within _____ calendar days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within one and one half (1 1/2) years, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Contract in accordance with its terms and conditions; or
 - 4.2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposers, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive Proposers, arrange for a Contract between such Proposers and City, 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 City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City 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 _____, 20_____.

WITNESS:

Secretary

(CORPORATE SEAL)

BY:

(Name of Corporation)

(Signature)

(Type Name and Title Signed Above)

IN THE PRESENCE OF; INSURANCE COMPANY:

BY:

***Agent and Attorney-in-Fact**

* (Power of Attorney must be attached)

(Address)

(City/State/Zip Code)

(Telephone)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Signature: Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



BID BOND

City of Sunny Isles Beach

18070 Collins Avenue

Sunny Isles Beach, FL 33160

Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Sunny Isles Beach, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2020 for:
_____.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Proposers would, if awarded the Contract, enter into a written Contract with the City 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 City of Sunny Isles Beach and furnishes the Performance Bond, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Sunny Isles Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

DOCUMENT CONTINUES ON NEXT PAGE

IN PRESENCE OF:

Individual or Partnership Principal

Affix Corporate Seal

Business Address

City, State, and Zip Code

Business Telephone

Business Facsimile

ATTEST:

(Corporate Surety)*

Secretary

*Impress Corporate Seal

By:

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.