

900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

INVITATION TO BID

Issue Date:	January 24, 2011
Bid Number	ITB-01-012-0-2011
Bid Title:	Mowing of Water Production Remote Sites and Lift Station 53

Bids must be received by:	February 17, 2011	3:00 PM
----------------------------------	-------------------	----------------

Pre-bid Information:	<u>MANDATORY PRE-BID CONVERENCE</u> <u>Wednesday, February 9, 2011 at 1:00 p.m.</u> City of Melbourne – Water Production Training Room 6055 Lake Washington Road Melbourne, Florida 32934 321-255-4622
----------------------	---

Sealed bids will be received in the Purchasing Division until the date and time as indicated above.

All bids shall be submitted in sealed envelopes (*in duplicate unless otherwise noted*) and mailed or delivered to the **City of Melbourne Purchasing Division, 900 E Strawbridge Avenue, 2nd Floor, Melbourne, Florida 32901**. The outside of the envelope shall plainly identify the bid by: BID NUMBER, TITLE, AND DATE AND TIME OF BID OPENING. ***It is sole responsibility of the bidder to ensure that their bid reaches the Purchasing Division before the closing date and hour as shown above.*** Bids received after the schedule time for opening will not be considered. Any bid envelope(s) received late will be returned to the bidder unopened.

All bidders and the general public are invited and encouraged to attend the bid opening. Bids will be opened, read aloud, and recorded.

Bidders may obtain Bid Documents from DemandStar by OnVia at www.demandstar.com or by calling 1-800-711-1712.

For further information contact:

Karen Smith, Buyer
Phone: (321) 608-7064
Fax: (321) 608-7070
E-mail: ksmith@melbourneflorida.org



David N. McCue
Purchasing Manager, C.P.M., A.P.P.

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

These instructions, requirements, and any special instructions contained in the specifications are a part of the terms and conditions of the Bidder's Proposal. Any exceptions/deviations to these instructions/requirements or specifications must be specified and submitted with the Bidder's Proposal. Failure to indicate any exceptions/deviations will be regarded as full acceptance of these requirements and instructions.

1. **LOCAL VENDOR PREFERENCE:** The City of Melbourne extends to those vendors, contractors or service providers, who maintain a valid local business tax receipt, issued either by the City of Melbourne or Brevard County, at least one (1) year prior to bid submission; and, whose business address is located within the City limits of the City of Melbourne boundaries or boundaries of Brevard County. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to City of Melbourne vendors/contractors and Brevard County vendors/contractors receive a two percent (2%) preference on bids, which do not fall into one of the categories outlined in City Ordinance 2009-30. Ordinance 2009-30 is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 900 E. Strawbridge Avenue (5th and 2nd floors respectively); Melbourne, Florida.

To establish that a vendor is either a local-city business or local-county business, the vendor shall provide written confirmation of compliance with the definitions for each such local business by completing and submitting with their sealed bid documents, a Local Vendor Preference Affidavit of Eligibility Form along with attached copies of their current and previous Business Tax Receipts.

A vendor who misrepresents the local preference status of its firm in a submitted bid to the City will lose the privilege to claim local preference for a period of two (2) years.

2. **EXAMINATION BY BIDDERS:** All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid. Failure to examine is at the bidder's own risk.
3. **SUBMISSION OF FORMS:** All bids must be submitted and completed in ink or typewritten, on the forms provided by the City of Melbourne. The individual signing the bid must initial any erasures or other changes. All bids/proposals will not be considered unless the bidder or an authorized agent signs the bidder response sheet. Failure to properly execute the bid documents may result in rejection of the bid.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not necessarily restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.
5. **EXCEPTIONS:** Any deviations to these instructions or specifications must be submitted in writing with the bidder's proposal. Failure to indicate any deviations will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. **UNIT PRICES:** A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM TAXES:** The purchase of equipment, materials, and/or service by the City of Melbourne are exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Such taxes must not be included in the bid prices. Upon request, applicable federal excise exemption certificates will be furnished.
8. **PAYMENTS AND DISCOUNTS:**
- a. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s).
 - b. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
 - c. Late charges may be assessed against the City when payment is not made before the due date (forty-five (45) days after receipt of a proper invoice).
9. **DELIVERY:**
- a. All prices quoted shall be based on delivery **F.O.B. Melbourne, Florida** or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.
 - b. Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies, equipment, and/or service or equipment shall be delivered within thirty (30) days from the date of the award of the contract, unless specified otherwise.
 - c. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department/division of the City of Melbourne, unless loss of damage by the bidder shall in no way be cause for relief from responsibility.
10. **AWARD OF CONTRACT(S):** The contracting entity reserves the rights to: award by item, groups of items, or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions. Bid awards are subject to the Conflict of Interest provisions of Chapter 112, Florida Statutes.
11. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate.

12. **BID BONDS:** If required by the specifications, a bid bond (*or a certified check or cashier's check*) in the required amount must accompany the bid. This bond may be retained by the contracting entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City will return all bonds or deposits to unsuccessful bidders after the contract has been awarded.
13. **PERFORMANCE BONDS:** If required by the specifications, the successful bidder must post a performance bond in the amount required prior to award of contract. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.
14. **COMPLIANCE WITH APPLICABLE LAW:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.
15. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.
16. **LIABILITY:** The vendor shall hold and save the City of Melbourne, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a purchase order which may result from the bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FORM THE ABOVE SHALL HAVE PRECEDENCE.

DRUG-FREE WORKPLACE CERTIFICATION (Identical Tie Bids)

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- (4) In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

This sheet must be signed and returned with your bid response – PLACE BEHIND BID FORM!

Mowing of Water Prod. Remote Sites & Lift Sta. 53

(a) _____ Invitation to Bid Cover Sheet

(b) _____ General Instructions and Requirements for Bidders

(c) _____ Bidder Response Sheet **(MUST BE COMPLETED, SIGNED, AND RETURN WITH BID)**

(d) _____ Statement of No-Bid

(e) _____ Bid Form **(MUST BE COMPLETED AND RETURNED WITH BID)**

(f) _____ Bid Specifications (if provided)

(g) _____ Specific Instructions (if provided)

(h) _____ Bid Drawings (if provided)

(i) _____ Other documents (if provided) _____

(j) _____ Addenda (if provided)

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

☐ **Does** meet Drug-free Workplace Certification ☐ **Does not** meet Drug-free Workplace Certification

STATEMENT OF NO-BID

If your company will not be submitting a bid in response to this Invitation to Bid, please complete and submit this Statement of No-Bid response to:

City of Melbourne
Purchasing Division
900 E Strawbridge Avenue
Melbourne, FL 32901

Bid Number	ITB-01-012-0-2011	
Title	Mowing of Water Prod. Remote Sites & Lift Sta. 53	
Company Name		
Mailing Address		
City-State-Zip		
	COMPLETE THE FOLLOWING REASON(S) FOR NO-BID	
	Unable to comply with product or service specifications.	
	Unable to comply with scope of work.	
	Unable to quote on all items in the group.	
	Insufficient time to respond to the Invitation to Bid.	
	Unable to hold prices firm throughout the term of the contract period.	
	Our schedule would not permit us to perform.	
	Unable to meet delivery requirements.	
	Unable to meet bond requirements.	
	Unable to meet insurance requirements.	
	Other (Specify)	
Signature		Date

	LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY		INTERNAL USE ONLY
	City of Melbourne Purchasing Division 900 East Strawbridge Avenue Melbourne, FL 32901 Phone (321) 608-7062		
Preference Type: ☐ Local-City Business ☐ Local-County Business			
Legal Name of Firm: _____			
Contact Person: _____		Telephone: _____	
Email Address: _____		Fax: _____	

Mailing Address: _____		Physical Address (if different): _____	
_____		_____	
_____		_____	

Melbourne or County Business Tax Receipt Number: _____		Current Date Issued: _____	
☐ Required copies attached?		Previous Date Issued: _____	
Number of full-time employees working in the City of Melbourne (for city preference) or Brevard County (for county preference): _____		_____	
I certify that my company meets the following qualifications to be eligible for local vendor preference: (1) Maintains a valid business tax receipt issued by either the City of Melbourne or Brevard County, at least one (1) year prior to the opening of a bid for which the business may seek local vendor preference, and (2) Maintains a physical business address located within the City of Melbourne or Brevard County, from which the vendor is operating or performing its business, and at which it maintains full-time employees. Note: A post office box shall not be considered a physical business address. I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Melbourne products and/or services for a period of two (2) years. Authorized Signature: _____ Date: _____ Printed Name: _____ Title: _____ NOTARY Witness: _____ Date: _____			

Form Revised 1/11/2010

BID FORM
City of Melbourne
Division of Purchasing

BID NO. ITB-01-012-0-2011

Bidder: _____

Mowing of Water Production Remote Sites and Lift Station 53

Sealed bids will be received by the Purchasing Division, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901 until February 17, 2011 at 3:00 p.m. at which time and place bids will be opened and publicly read for ***mowing of Water Production remote sites and Lift Station 53***. Bidder shall furnish [(X) all or () any or all] of the supplies, materials, and/or services, as described below, delivered **F.O.B., destination**.

The bid package includes the following forms which must be returned for bid acceptance:

1. Completed Bidder Response Sheet (Return original and duplicate. Form must be manually signed.)
2. Completed Bid Form. (Return original and duplicate)
3. Other documents as indicated: **List of Lawn Maintenance Equipment, 3 References**

MANDATORY PRE-BID CONFERENCE: As it is deemed critical to the understanding of the work to be performed under this contract, a MANDATORY pre-bid conference is scheduled for **Wednesday, February 9, 2011 at 1:00 p.m.** at the Water Production Training room. All potential bidders will check in at the office of the Melbourne Reverse Osmosis Facility located at **6055 Lake Washington Road, Melbourne, Florida 32935**. Only vendors attending this mandatory pre-bid conference will be permitted to submit a bid.

SCOPE OF WORK: The Contractor shall furnish all labor, material, and equipment to perform all work relating to the mowing of Water Production remote sites, in accordance with Bid Specifications, for the prices herein stated below:

Item	Location	Price Per Cut	Annual Cost
A	Aurora Road Elevated Tank	\$_____ x 34 =	\$_____
B	Avenue B Chlorine Booster Station	\$_____ x 34 =	\$_____
C	Canova Booster Pumping Station	\$_____ x 34 =	\$_____
D	Front Street Chlorine Booster Station	\$_____ x 34 =	\$_____
E	Hibiscus Booster Pump Station	\$_____ x 34 =	\$_____
F	Indialantic Elevated Tank	\$_____ x 34 =	\$_____
G	North Booster Station & lot	\$_____ x 34 =	\$_____
H	North Well Road	\$_____ x 34 =	\$_____
I	Oak Street Elevated Tank	\$_____ x 34 =	\$_____
J	Patrick Elevated Tank	\$_____ x 34 =	\$_____
K	Wickham Road Vacant Lot	\$_____ x 34 =	\$_____
L	Pineda Water Tank	\$_____ x 34 =	\$_____
M	Lift Station 53	\$_____ x 34 =	\$_____

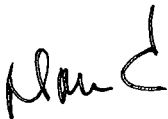
Failure to complete the above will result in the Bid being declared non-responsive

NOTE ANY DEVIATIONS BELOW:

SPECIFIC TERMS AND CONDITIONS:

1. **Specification Deviation:** Bidder must annotate any proposed deviations to specifications on Bid Form or add separate attachment to bid proposal.
2. **MANDATORY PRE-BID CONFERENCE:** As it is deemed critical to the understanding of the work to be performed under this contract, a **MANDATORY** pre-bid conference is scheduled for **Wednesday, February 9, 2011** at 1:00 p.m. at the Water Production Training room. All potential bidders will check in at the office of the Melbourne Reverse Osmosis Facility located at 6055 Lake Washington Road, Melbourne, Florida 32935. Only vendors attending this mandatory pre-bid conference will be permitted to submit a bid.
3. **Required Documents:** The Bidder shall provide, with submission of their bid, the following:
 - (a) List of lawn maintenance equipment – List of equipment which will be used to perform work should the bidder be awarded a contract.
 - (b) References - List of credible references from a minimum of three (3) customers within Brevard County for whom similar services have been performed, to verify their company's ability to perform the specified services. This list is to include company name or entity, contact name and title, address and telephone number for each reference noted.Additionally, the Bidder, if awarded the Bid, shall be required to submit the following documents:
 - (c) Proof of Insurance as required in General Terms and Conditions
4. **Safety Training:** Prior to the start of any work at any Water Production facilities, the awarded contractor and subcontractor personnel, will be required to receive site specific safety training (i.e., emergency egress procedures, site familiarization, etc.) to be provided by City of Melbourne personnel.
5. **Purchase Contract:** Upon receipt of written notification of award, bidder agrees to enter into a written contract within fifteen (15) consecutive calendar days.
6. **Contract Period:** The anticipated contract period is April 1, 2011 through March 31, 2012. The contract is renewable at the agreement of both parties, for two (2), twelve (12) month periods, at the same rates, not to exceed a consecutive three (3) year periods, and contingent upon funding by the Melbourne City Council.
7. **Information:** For technical information, contact Water Production Maintenance Supervisor at (321) 255-4627. For bid administration information, contact Karen Smith, Buyer, at (321) 608-7064.

CITY OF MELBOURNE



David N. McCue, C.P.M.
Purchasing Manager

City of Melbourne
BID SPECIFICATIONS
Bid No. ITB-01-012-0-2011
Mowing of Water Production Remote Sites & Lift Sta. 53

1.0 SCOPE OF WORK:

The Contractor shall furnish all labor, materials, and equipment to perform all work relating to the mowing of Water Production remote sites, in accordance with the Bid Specifications outlined below for twelve (12) remote sites and Lift Station 53.

The City may add or delete sites at any time by issuing an amendment to the Purchase Agreement. The Contractor shall be paid for all services satisfactorily completed before any deletions.

2.0 CONTRACT QUALIFICATIONS

- 2.1 Contractor shall possess sufficient equipment to perform work under this contract. (Refer to "Special Terms and Conditions"; "Required Documents" Item A)
- 2.2 Contractor shall have at least **three (3) years** of experience in landscape maintenance or commercial mowing service field. (Refer to Page 9, "Special Terms and Conditions"; "Required Documents" Item B)
- 2.3 Contractor shall be licensed in accordance with all appropriate City and County agencies.

3.0 MAINTENANCE INSTRUCTIONS

The Contractor shall perform, but not be necessarily limited to, maintenance **thirty-four (34)** times annually per attached Maintenance Schedule (Exhibit A) as defined below:

- 3.1 Police area for litter/debris prior to mowing.
- 3.2 Mow grass.
- 3.3 Edge and blow off all sidewalks, curbs, and areas adjoining asphalt.
- 3.4 Keep all buildings, fences (inside/outside as required per site) and above ground structures free from vegetation by means of weed trimmers. The City reserves the right to inspect all sites to ensure vegetation is controlled to the City's satisfaction. **If the City requires Contractor to return to correct any deficiencies as specifically outlined by City staff, work shall be completed in a timely manner and at no additional cost to the City.** Line items shall not be approved for payment until all work is completed to the satisfaction of the City (***Refer to Bid Specification Section 7.3***).
- 3.5 Take extra care to guard against damage to buildings and/or equipment. Any damage to City property resulting from the negligence of the contractor shall be repaired at the sole expense of the Contractor and to the satisfaction of City staff.
- 3.6 Remove all debris ***immediately*** from work site. All debris and any other matter removed from the contract area shall be disposed of in compliance with federal, state, county, and City laws. The Contractor is solely responsible for any disposal fees (dumping charges). The disposal must be at an authorized landfill. ***Failure to adhere to this requirement may result in cancellation of contract.***

4.0 **MAINTENANCE AREAS**

All areas listed below shall be maintained in accordance with the **Maintenance Instructions** (Sections 3.0) as provided above and as annotated below:

- 4.1 **Aurora Road Elevated Tank:** Maintain area directly under the elevated tank *inside the perimeter fencing*.
- 4.2 **Avenue B Chlorine Booster Station:** Maintain fenced area and north entrance from fence to Avenue B.
- 4.3 **Canova Booster Pumping Station:** Maintain fenced area to include any overgrowth from neighboring properties; south entrance to station; and from fence to street (**approximately forty-five (45) feet**).
- 4.4 **Front Street Chlorine Booster Station:** Maintain **twenty-five (25) feet** east from the existing fence and **fifty (50) feet** south of sidewalk.
- 4.5 **Hibiscus Booster Pumping Station:** Maintain fenced area.
- 4.6 **Indialantic Elevated Tank:** Maintain fenced area to include any overgrowth from neighboring properties *extending inside the perimeter fencing*; entrance side of the tank; and from the *front* fence to the street.

Note: Extra care shall be used to guard against damage to sprinkler system.
- 4.7 **North Booster Station and lot:** Maintain fenced area *west* of existing trailer to entrance and from *south fence to beginning of maintenance road on north side of tank*. Maintain area around ground storage tank and pump room. Open lot to the north shall be maintained to fence lines. Maintain area outside *front* fence to road.
- 4.8 **North Well Road:** Maintain eight (8) foot from each side of road from gate entrance to pump station. Maintain inside fenced areas of Well #2, generator station, and Well #1 and two (2) foot outward from fences. Maintain inside fenced area of the pump station *located at the west end of road and outside of the fence to the edge of the lot*.

Note: In and around open pit valve shall be kept free from vegetation, litter, and debris prior to mowing.
- 4.9 **Oak Street Elevated Tank:** Maintain fenced area.
- 4.10 **Patrick Elevated Tank:** Maintain fenced area and **three (3) feet** around outside of *front fence only*.
- 4.11 **Wickham Road Vacant Lot:** Maintain lot area to road edge.
- 4.12 **Pineda Water Tank:** Area shall be maintained *inside* the fenced area. Maintain areas around ground storage tank and related structures/apparatus.
- 4.13 **Lift Station 53:** Maintain lot area to road edge and around structures/apparatus.

5.0 **CONTRACTOR RESPONSIBILITY**

- 5.1 Contractor and all employees doing work under this contract must obtain a City-issued badge. This badge must be conspicuously worn by Contractor and all employees whenever performing work under this contract or entering City property. **Failure to adhere to this requirement shall result in immediate termination of this contract.**
- 5.2 Contractor must check in and out with the Water Production Maintenance Superintendent whenever performing work under this contract. It is ***imperative*** that the City is aware when and where the Contractor and/or contractor employees are on-site. **Failure to adhere to this requirement shall result in immediate termination of this contract.**

- 5.3 Contractor shall complete the "Weekly Activity Report" form (Exhibit B) demonstrating the work completed each week and convey any problems that the Contractor may encounter while performing work under this contract. This report must be completed listing all work done between Monday – Friday of each week and returned to the Water Production Maintenance Supervisor no later than the following Wednesday. ***Failure to complete this form and submit to the Water Production Maintenance Supervisor by the above due dates may result in non-payment for work completed.***

This form can be mailed or hand delivered to: Water Production/Attention Maintenance Supervisor; 6055 Lake Washington Road; Melbourne, Florida 32935; or faxed to (321) 255-4636.

- 5.4 Contractor shall have his/her employee(s) controlled and directed by an on-site Foreman in order to coordinate activities according to the bid specifications and in a professional manner.
- 5.5 Any and all subcontracting work done through the Contractor must be submitted for approval to the Water Production Superintendent prior to commencement.
- 5.6 Contractor shall provide a contact phone number to the Water Production Maintenance Supervisor.
- 5.7 Contractor shall report immediately any and all conditions or damage occurring to City or private property; whether he/she caused said condition of damage or only observed the condition or damage. Damage may involve, but not limited to landscape plantings and trees, buildings, signs, curbs, sidewalks, roadways, equipment vehicles, fences, and above ground utilities and components.
- 5.8 Contractor shall be familiar with all above ground public utilities equipment, i.e., pumps, motors, valves, hydrants, and all other above ground components.
- 5.9 Contractor shall be responsible for a neat, orderly site appearance.
- 5.10 Contractor shall inform the Water Production Maintenance Supervisor of any delays or non-performance which must be noted on the "Weekly Activity Form".
- 5.11 Contractor shall not impede normal City operations.
- 5.12 All work shall be performed in a workmanship and professional manner.

6.0 **SCHEDULING OF WORK**

- 6.1 It is ***essential*** that contractor notifies the Water Production Maintenance Supervisor or their designee when they will be on premises. Failure to make this notification will result in termination of contract for default.
- 6.2 The contractor shall supply a monthly work schedule to the Water Production Maintenance Supervisor.
- 6.3 Work shall not begin earlier than 7:00 a.m. and shall not extend past 6:00 p.m., Monday through Friday. Advanced, written permission must be obtained by the Water Production Maintenance Supervisor for any work performed on Saturday.
- 6.4 The Contractor must make every effort to stay on schedule. All delays must be reported to the Water Production Maintenance Supervisor and on the "Weekly Activity Report" form.
- 6.5 The Water Production Maintenance Supervisor will determine if work not done on schedule constitutes a deficiency. The City may refuse to pay for work items not completed as scheduled and is declared a deficiency.

- 6.6 The City reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. In the event inclement weather prevents the completion of work, Contractor will resume work schedule as submitted. In the event of equipment failure or any other problem that will prevent the completion of the schedule, the Water Production Maintenance Supervisor must be notified immediately.

7.0 **PAYMENT**

- 7.1 Payment will be made after receipt of an itemized invoice from the Contractor and acceptance of the work by the City, less any deductions or assessments as described.
- 7.2 The amounts invoiced shall be those agreed upon by this contract or by change order to the contract. The unit price shall include all labor, equipment, overhead, profit and any other incidental costs to perform the contracted maintenance.
- 7.3 The City shall establish the payment amount. If the Contractor fails to perform the work in accordance with the contract, the City may hold part or all payments due to the Contractor. Partial payment may be withheld (never paid) if the Contractor has performed poorly.

City of Melbourne
GENERAL TERMS AND CONDITIONS
MOWING OF WATER PRODUCTION REMOTE SITES AND LIFT STA. 53
Bid No. ITB-01-012-0-2011

1.0 **APPLICABLE LAW:** The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations. All debris and any other matter removed from the contract area shall be disposed of in compliance with federal, state, county, and City laws. The Contractor is solely responsible for any disposal fees (dumping charges). The disposal must be at an authorized landfill.

2.0 **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Melbourne.

3.0 **CHANGE IN SCOPE OF WORK:** The City of Melbourne may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City and Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City of Melbourne in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

4.0 **CONTRACTOR EMPLOYEES**

4.1 **Conduct:** Contractor's employees, officers, and subcontractors (where approved by the City) shall not identify themselves as being employees of the City of Melbourne. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Melbourne, and shall be courteous to the public. In the event of difficulty with the public, the Water Production Superintendent or his/her designee, shall be notified immediately. The Contractor shall agree to prohibit the use of intoxicating substances by drivers and crewmembers while on duty or in the course of performing their duties under this contract.

4.2 **Safety:** The Contractor will insure that his/her employees are provided safety protective equipment, e.g., steel toe or hard soled work shoes, goggles, hearing protectors, gloves, etc.

4.3 **Driver's License:** Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Florida, the class of which shall be appropriate to the vehicles operated, in accordance with State law.

5.0 **CONTRACTOR EQUIPMENT:** The Contractor shall provide and maintain during the entire period of this Contract, equipment sufficient in number, condition, and capacity, to efficiently perform the work and render the services required by this Contract.

All vehicles must be maintained in good repair, appearance, and sanitary condition at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. **The Contractor shall furnish the City with a list identifying all equipment to be used in fulfilling this contract and notify the City of any additions or deletions.**

All vehicles used by the Contractor must be clearly identified with the name, address, and phone number of the local office on each side of the vehicle.

- 6.0 **DRUG-FREE WORKPLACE PROGRAM:** The City of Melbourne has adopted a policy establishing a drug-free workplace for itself, and as a requirement, for Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

Any Contractor who is awarded a contract shall require a drug-free workplace for all employees working under the contract. Specifically, all employees of the Contractor who are working under a contract with the City of Melbourne shall be notified, in writing, by the Contractor (reference Drug-Free Workplace Certification form) that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

Failure to require a drug-free workplace in accordance with the policy may result in termination of the contract and possible debarment from bidding on future City of Melbourne contracts/projects.

- 7.0 **HOLIDAY SCHEDULE:** The following is a list of holidays on which contract services will not be performed unless approved by the City:

New Years Day (January 1)

Martin Luther King's Birthday (3rd Monday of January)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Holiday (4th Thursday & following Friday in November)

Christmas Eve (December 24)

Christmas Day (December 25)

- 8.0 **INDEMNIFICATION:** The Contractor will indemnify and hold harmless to the City and their agents and employees from the performance of the work and/or litigation under the contract, regardless of whether or not it is caused in part by the party to be indemnified hereunder. If, on account of breach or default or failure to perform by the Contractor of the Contractor's obligation under the terms and conditions of this contract, it shall become necessary for the City to employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Contractor agrees to pay all costs and a reasonable attorney's fee incurred by the City in such connections, including attorney's fee and costs in any appeals.

- 9.0 **INDEPENDENT CONTRACTOR:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered agents of the City of Melbourne; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, or agents. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

10.0 **INSURANCE:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

10.1 **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

10.1.1 Insurance Services Office's form providing commercial general liability insurance which must include coverage for premises/operations, contractual liability, independent contractors, additional insured endorsement, broad form comprehensive general liability, broad form property damage, products, completed operations, contractors pollution liability, personal injury, and explosion, collapse, and underground hazard.

10.1.2 Insurance Services Office's forms providing Automobile Liability, code 1 "any auto" including hired and non-owned autos endorsement.

10.1.3 Workers' Compensation insurance and Employers Liability insurance.

10.2 **Minimum Limits of Insurance:** Contractor shall maintain limits no less than:

10.2.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.2.2 Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage

10.2.3 Workers' Compensation and Employers Liability: Workers' compensation and Employers Liability limits of \$500,000 per accident.

10.3 **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.4 **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

10.4.1 General Liability and Automobile Liability Coverages

The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 10.4.2 Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

10.4.3 All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Board Form Indemnification Agreement – All contractual liability insurance policies (general liability, auto liability, and workers' compensation) maintained pursuant to this contract shall include the provision of the following hold harmless clause:

The Contractor agrees to indemnify, save harmless and defend the City, its officers, City Attorney, managers and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the Contractor and performed or caused to be performed.

- 10.4.4 Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII

- 10.4.5 Verification of Coverage: The Contractor shall file with the City Clerk and shall keep in full force and effect at all times during the term of this contract, a certificate of insurance and original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the City of Melbourne, Florida, as an additional insured including a waiver of subrogation provision evidencing general liability, auto liability, and workers' compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 10.4.6 Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 11.0 **SCOPE OF WORK:** Unless otherwise specified, service for routine contract pay items and special work items shall include: furnishing all labor; supervision; equipment; tools; materials; insurance; bonding; and all other items incidental thereto which are necessary to perform the work as specified for grounds maintenance. The Contractor shall provide his/her own yard for parking, maintenance, and storage of equipment.

- 12.0 **SAFETY TRAINING:** Prior to the start of any work at the Water Production facilities, the awarded contractor employees and subcontractor personnel, will be required to receive site specific safety training (i.e., emergency egress procedures, site familiarization, etc.). All training will be coordinated with a contractor representative and a City of Melbourne Liaison.

Each City entity reserves the right to reject any contractor employee or subcontractor employee doing business for the awarded contractor that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be at the contractor's expense.

- 13.0 **TERMINATION FOR DEFAULT:** If, through any cause, the Contractor shall fail to fulfill, in a timely manner, its obligations under this contract, or if the Contractor shall violate any of the terms and conditions of the contract, the City of Melbourne shall have the right to terminate this contract by giving written notice by certified letter to the Contractor of such termination specifying thereof, at least ten (10) days before the effective date of such termination.

- 14.0 **TERMINATION FOR CONVENIENCE:** The contract may be cancelled by either party, upon sixty (60) days certified written notice to the other party.

- 15.0 **VANDALISM AND VEHICLE ACCIDENT:** If an accident occurs within the contract boundaries or on adjacent property or public right-of-way, the Contractor shall report the accident to the City of Melbourne Risk Manager (321) 608-7820, within twenty-four (24) hours of occurrence. All cases of vandalism shall be reported to the City Risk Manager immediately.

The City Risk Manager will provide the Assistant City Manager, Management Services, with a recommended course of action and will keep the Contractor advised at all times.

Bid No. ITB-01-012-0-2011
Mowing of Water Production Remote Sites

Exhibit A
Maintenance Schedule

<i>Month</i>	Times per Month/per Site
January	1
February	2
March	2
April	3
May	3
June	4
July	4
August	4
September	4
October	3
November	2
December	2
TOTAL	34

Bid No. ITB-01-012-0-2011
Mowing of Water Production Remote Sites

Exhibit B
Weekly Activity Report

For Week Ending _____

Mowing Site	Date Mowed	Person Performing Work
Aurora Road Elevated Tank	_____	_____
Avenue B Chlorine Booster Station	_____	_____
Canova Booster Pumping Station	_____	_____
Front Street Chlorine Booster Station	_____	_____
Hibiscus Booster Pump Station	_____	_____
Indialantic Elevated Tank	_____	_____
North Booster Station & lot	_____	_____
North Well Road	_____	_____
Oak Street Elevated Tank	_____	_____
Patrick Elevated Tank	_____	_____
Wickham Road Vacant Lot	_____	_____
Pineda Water Tank	_____	_____
Lift Station 53	_____	_____
_____	_____	_____

Please indicate any problems that may interfere with completion of contract work:

Signature

Date

Failure to complete this form and submit to Water Production Project Manager in a timely manner may result in non-payment for work completed. It may be mailed or hand delivered to:

Water Production/Attention Maint. Supv.
6055 Lake Washington Road
Melbourne, Florida 32935

Or faxed to:
(321) 255-4636