

Bid # 11-B-032	Due Date: May 23, 2011 @ 3:00 PM	Mail Date: April 27, 2011
Purchasing Agent: Jesus M. Vieiro	Respond: 555 South Washington Avenue (PO Box 2806) Titusville, Florida 32796 (32781-2806)	
Bid Title/Name: State Roadways Median and ROW Maintenance		

CITY OF TITUSVILLE, Formal Invitation for Bid

PHONE (321) 383-5815

FAX (321) 383-5628

This is not an order!

Critical Response Data
Name of Company Bidding:
Address:
Notes: 1. Bids will be opened and publicly read aloud in the City of Titusville Council Chamber - City Hall, 555 South Washington Avenue, Titusville, Florida at 3:00 p.m. on the 23th day of May, 2011. 2. Bids must be submitted on the forms furnished by the City and in accordance with the specifications contained herein. An original and two copies of the bid package must be submitted. 3. This completed form must appear as the top sheet for all bids submitted. 4. A bid bond equal to 5% of the bid amount will be required with this bid. 5. A performance bond equal to 100% of the contract amount will be required. 6. The City reserves the right to not make any contract award for the services specified in this document.
A Pre-Bid Conference
Has been scheduled for 10:00 AM on May 9, 2011 in the Council Chamber - Second Floor - City Hall located at 555 S. Washington Ave, Titusville, FL 32796

PURSUANT TO CITY POLICY FAILURE OF A VENDOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELLATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

Total Amount of Bid or Base Bid	\$
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Bidder's Signature:	Bidder's Title*:
Typed/Print Name:	
Date:	Phone:
Fax:	E-Mail:

***ONLY AUTHORIZED REPRESENTATIVES OF THE BIDDER SHOULD SIGN THIS FORM**

Content Page & Checklist

Page	Description	Received by Initials	Items That Must Be Included With Submittal For Bid to Be Considered
1	Cover Page	_____	COMPLETED FORM
2	Content Page	_____	COMPLETED FORM
3	Instructions/Response	_____	COMPLETED FORM
4	No Bid Form	_____	
5	Specifications	_____	
9	Price Page/ Vendor Information	_____	COMPLETED FORM
10	Bidder's Legal Certification	_____	COMPLETED FORM
11	Questionnaire	_____	COMPLETED FORM
12	Drug Free Workplace Certif.	_____	COMPLETED FORM
13	Public Entity Crimes	_____	COMPLETED FORM
16	General Terms & Conditions	_____	
22	Form of Contract	_____	

Addendum/Other (please list)

Addendum # 1	dated	_____
Addendum # 2	dated	_____
Addendum # 3	dated	_____
Addendum # 4	dated	_____

Your bid may not be considered if any of the following are not provided:

1. **Proof that your firm is licensed to provide these services,**
2. **Proof of insurance,**
3. **A completed Drug Free Workplace Form, and**
4. **A completed Public Entity Crimes Form.**

CITY OF TITUSVILLE
INSTRUCTIONS/RESPONSE

Bid Name/Title 11-B-032, State Roadways Median & ROW Maintenance

Preparation of Bids

- Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at bidder's risk.
- All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. An authorized officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.
- Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is made.
- Unit price for each unit bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

Special Items (applicable to this bid only)

- a. _____
- b. _____
- c. _____

Authorized Signature:

Name of Company:

"NO BID" RESPONSE TO INVITATION FOR BID

If your firm is unable to submit a bid at this time, please provide the information requested in the space provided below and return to:

City of Titusville
Purchasing & Contracting Division
Post Office Box 2806
Titusville, FL 32781-2806

Attention: Purchasing & Contracting Buyer

We have received Invitation for Bid No. **11-B-032** due on **May 23, 2011 at 3:00 PM:**

Reason for "No Bid" (use company letterhead if necessary).

Would you like to be considered for this type of purchase in the future?

Yes (☐) No (☐)

By:
Signature:

Name & Title, Typed or Printed

Company Name

Phone Number/Fax

SCOPE OF WORK

STATE ROADWAY MEDIAN & ROW LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

ADMINISTRATIVE CONDITIONS

The City of Titusville is soliciting landscape and irrigation maintenance services for state road medians and right-of-ways within the City. The selected Contractor shall provide right-of-way line to right-of-way line maintenance for the following roads:

SR405	(SR50 to Target Entrance)
SR50	(I95 to US#1)
US#1	(SR50 to North City Limits)
SR406	(US#1 to West City Limits)
Total Miles	12.7

CITY RESPONSIBILITY

1. All work in this contract will be under the oversight of the City's Public Works Department.
2. The City shall schedule all other work in the areas to be serviced by the contractor as not to interfere with the contractor's work. To affect compliance with this paragraph the City shall designate a field representative for all areas to be serviced to interface with the contractor's designated representative for the same areas.
3. The City field representative and the contractor representative shall meet on site at each of the areas to be serviced by the contractor prior to any mowing operations commencing by the contractor to whom this service contract is awarded. At this meeting a clear understanding will be reached as to the exact area to be maintained and to what standard in accordance with these specifications is expected by the City. This is a follow-up meeting for the contractor's supervisors to ensure the information provided in the pre-bid meeting has been passed in its intact form to the individuals actually performing the service.
4. The City field representative will inspect all areas serviced by the contractor, per the contractor's submitted work schedule within 48 hours of receipt, or on the following scheduled City workday. Noncompliance conditions are covered in Contractor's Responsibility.
5. During the term of this contract, the City will utilize a Contractor's Performance Evaluation form to evaluate a Contractor's performance.
6. Contractor shall provide all supervision, labor, materials, equipment, transportation, tools and all other incidentals necessary to perform grass and landscape maintenance services contained herein and applicable to the medians and roadside shoulders, up to the R.O.W. limits, on the roads listed above. Landscape Maintenance to include the following:

- 1 Lawn maintenance to include: shoulder, medians, and vacant/undeveloped lots.
- 2 Shrub and Groundcover Maintenance
- 3 Fertilization
- 4 Weed and insect control (Right-of-Way Pesticide certification required)
- 5 Pruning, thinning, trimming of hedging and back growth
- 6 Mulching
- 7 General area cleanup

WORK HOURS:

- 1 The Contractor agrees to fulfill all of its obligations under this Contract during safe daylight hours -Monday through Friday (excluding legal holidays) between the hours of 7:00 AM and 5:00 PM. The Contractor shall perform no maintenance activities during legal holidays without the prior permission of the City. The Contractor agrees to give the City sufficient advance notice to request to perform maintenance on legal holidays or during overtime hours to allow the City to assess the impact that such maintenance would have.
- 2 The Contractor further agrees that in the event an emergency condition is declared, the Contractor will perform services requested by the City, during such hours as shall be specified by the City.
- 3 FDOT does not allow maintenance operations to be performed on state right-of-ways on official holidays.

THERE SHALL BE NO SUB-CONTRACTING OF ANY LANDSCAPE SERVICES. The contractor submitting the bid MUST be licensed to perform work specified herein, this should be stated on the price sheet and the proper licensing certification attached to the bid upon submittal. Under no circumstances shall this work be performed without prior approval of the City.

DEFINITIONS

Mowing -the act of cutting grass and weeds by mechanical, power driven machinery. The device must be suitable, as determined by the City for the operation being performed. Acceptable types of mowing equipment shall be rotary or reel. Flail type mowers are not acceptable as mowing equipment under the terms of this contract.

Edging -the act of cutting grass and weeds along sidewalks, around landscape areas, roadways and similar hard surface objects with a blade-type power edger. Edging shall refer to the vertical removal of any and all plant material which encroaches over on onto sidewalks (both sides), curbs, steps, driveways and concrete areas

Trimming -the act of cutting grass and weeds around fence posts, light poles, street, traffic signs, trees, fire hydrants, buildings, etc. with a power driven string cutter. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under park structures, trees, poles, tables, signs, fences, landscape beds, etc. Also includes removal of all plant material from expansion joints and other cracks in curbs, sidewalks (both sides), driveways and other concrete surfaces within the service area.

Trash Removal -the act of picking up and disposing of in a suitable manner all objects that obviously do not belong in the area of intended mowing operations, which can easily be handled by a single individual. This shall also include the clean up or removal and disposal of all plant matter and dirt produced by the cutting operation.

Blowing -the act of consolidating for removal or dispersal of mowing debris by the use of a power driven, forced air, high velocity blower.

Inclement Weather -any weather condition such as rain, fog or other extreme condition, which would require suspension of work for either employee safety or producing unsatisfactory mowing conditions.

Wet Ground -any condition where the ground is saturated to the point where a mowing problem is created, such as tire ruts, stuck equipment or unsatisfactory cut to the grass.

Chemical Weed and Grass Control -the application of herbicides to all plant beds and pavers within the highway rights-of-way. Current Right-of-Way pesticide applicator license is required.

Insect Control -the application of pesticides to all lawn areas and application of ant infestations with approved Fire Ant Bait. Current Right-of-Way pesticide applicator license is required.

CONTRACTOR RESPONSIBILITY

- 1 All trash shall be removed from the intended area to be mowed. This trash will be identified as items such as but not limited to paper cups, newspaper, paper plates, bottles, cans, sticks, grass clippings, cigarette butts etc. Any item must be removed that if mowed over would be shredded and scattered around, producing an unsightly appearance. If the City has trash receptacles on the site (ie: barrels or dumpsters), these may be utilized for disposal but only if such disposal does not cause them to overflow and become unsightly. Should this condition occur or should no receptacles be available, the contractor shall remove all trash from the site and dispose of in compliance with Federal, State, City and City laws. The disposal must be at an authorized landfill. The contractor is solely responsible for any disposal fees.
- 2 All hard surfaced areas will be cleaned after mowing, edging and trimming of all clippings and cut plant material. This may be accomplished by sweeping or blowing.
- 3 The contractor shall be responsible to ensure the equipment listed for the purpose of performing the work as required by these specifications is kept in good working order. Mowing equipment must not leak oil or hydraulic fluid. The blades on mowing equipment must be kept sharp. Should a deficiency in this area be brought to the contractor's attention by the City field representative and the contractor fails to correct the problem by the next scheduled service date, City will not compensate contractor until such deficiency is corrected to the City's satisfaction. Repeated failures by the contractor to correct deficiencies in a timely fashion shall be considered default on the part of the contractor and be reason sufficient enough to terminate the contract in accordance with the terms of these specifications.

- 4 The contractor shall provide its own storage yard for parking, maintenance and storage of all equipment and materials.
- 5 The contractor is responsible for the repair of any sprinkler heads, water, electric, telephone lines, hedges, shrubbery, trees buildings, etc., damaged during the course of its operation. These repairs will be accomplished immediately, with like materials at the contractor's expense. The contractor may flag mark all irrigation systems components prior to commencing mowing operations to reduce possibility of damage. It is recommended the contractor inspect all areas to be maintained prior to starting and report any damage to the City field representative for verification as to eliminate such damage being discovered during the post service inspection and being assessed as damage caused by the contractor during his operations.
- 6 The contractor must submit the City a request for inspection within 24 hours to the City after the service has been performed at a specific site. The City will designate a drop off location or locations for each Operational Area that contract service is being performed. A form must be submitted for each site every time mowing service or other service such as fertilization, pesticide or herbicide applications, is rendered at that site. It will also be submitted if the contractor encounters a problem, both present and potential, and suggestions for solutions. The City representative will inspect the area for specification compliance. If a noncompliance condition is noted, the contractor will be notified, in writing, by the City of the condition and has 24 hours to correct the deficiency. The notification of the contractor will be documented with the time and date the contractor was notified. When the contractor has corrected the deficiency, the City representative must be notified by the contractor for re-inspection.
- 7 Reductions of the contractor's compensation will be made for noncompliance with the specifications contained herein. The contractor shall have 24 hours to correct any deficiencies noted by the City representative. Should the contractor fail to respond and correct any deficiency within 24 hours, the contractor's compensation, for any specific roadway, will be reduced in accordance with the following schedule:
 - *Mowing, Edging, Cleanup of mowing debris, Trash/debris removal, Weeding: 10% Compensation Reduction*
 - *Insect Control, & Fertilization beds: 30% Compensation Reduction*
 - *Pruning: 10% Compensation Reduction.*Should the above compensation reductions deductions become a routine necessity, the contract with the Landscape Maintenance Contractor will be terminated by the City.

INSPECTION AND UNSATISFACTORY WORK

1. In the event of unsatisfactory work, the Contractor shall re-do the necessary service without additional compensation for those areas so that the total service cycle may be completed in a satisfactory manner within the 24 hour specified time.
2. Termination: Lawn maintenance is subject to inspection by the City, and will be done on a regular basis upon receipt of the monthly Contractor's report, and to authorize payment for work performed. Termination for cause will be conducted as follows. In the event of unsatisfactory work, the vendor shall have 24 hours to correct the noted deficiencies after

notification by the Owner through written communication. All deficiencies will be documented in writing. Repeated failures by the contractor to correct deficiencies, within the time specified herein, will result in termination of the contract by the City and vendor shall forfeit the outstanding/remaining value of the performance bond.

3. The Contractor shall perform all its obligations and functions under this contract in accordance with these specifications, and in a professional and businesslike manner so that the turf areas and plantings are maintained in a healthy, vigorous growing condition and are maintained in a neat and clean appearance. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City and the various users of these areas; and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities in these areas.
4. Landscape Maintenance Services shall consist of a regularly scheduled program for maintaining the health and appearance of all plants and turf. All landscape maintenance services shall follow accepted horticultural industry practices.
5. The Contractor shall show reasonable immediate response to correct problems or perform special actions as requested by the City's representative. Contractor shall designate a representative who shall act as contact with the City's Representative.
6. The contractor shall protect all planted areas from trespassing during maintenance procedures and protect all plants and living things in the application of chemicals. When using chemicals, fertilizers, machinery, use according to manufacturer's directions and specifications. The Contractor is responsible for any and all damage done or personal injury resulting from improper use or application of chemicals. Damaged material shall be repaired and/or replaced by the Contractor.

LANDSCAPE MAINTENANCE PER CUT INCLUDES ALL THE FOLLOWING:

A. MOWING:

1. Subject to adjustment for unusual weather or growing conditions, mowing of all Medians and Right of Way areas will be completed on an average once every seven (7) days from May1 through November 30, and on an average of every fourteen (14) days from December 1 through April 30, for a total of approximately thirty six [36] mowing cuts or cycles per year. Contractor shall alter patterns as necessary to avoid rutting. All turf shall be mowed using rotary mowers to a finished height of 3.0" TO 3.5". Mowing in wet areas should be avoided. Areas where large mowers are not practical or would damage property must be mowed using small walk-behind equipment. No gouges or scalping of turf will be allowed. Contractor will insure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to City promptly. Contractor shall periodically alter mowing patterns to avoid rutting. Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. Mowing over litter or debris will not be allowed; each area must be policed prior to mowing. Mowing shall include one mower width behind the sidewalk on all unimproved lots in order to keep the sidewalk area clear of vegetation.

2. The areas to be mowed are in and around public thoroughfares. Pedestrian and vehicular traffic exists throughout all areas to be maintained by Contractor. The safety and convenience of the public is of paramount importance in the execution of the Contractor's obligations under this Contract. The Contractor shall not compromise public safety nor allow any condition that will endanger or inconvenience the public in the performance of its obligations under this Contract.
3. All areas, including curbs, gutters, inlets, sidewalks, roads and fence lines shall be raked, blown, vacuumed and/or cleaned of clippings, leaves, sticks, twigs, fronds, or any other debris on each maintenance day. Collected debris shall be properly disposed of. No unauthorized dumping, burning or burying of debris will be allowed.
4. Plant bed areas shall be detailed on every cut cycle. This includes weeding of all plant beds, pruning of plants and insect control.

B. EDGING AND LINE TRIMMING:

1. Contractor shall trim and properly edge all shrub, groundcover, and flower beds as well as tree rings, curbs, walls, sidewalks, signs, etc. and remove clippings so as not to blow in the street. Trimming and edging shall be executed as required. Damage to property or existing vegetation by improper trimming or edging shall promptly be repaired or replaced at Contractor's cost.
2. Edging will precede mowing. Mechanical blade edgers and string weed eaters will be used to vertically cut grass surfaces along curbs, sidewalks, and bed lines to maintain a clean sharp appearance at all times. Edger blades shall be kept sharpened at all times.
3. In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, canals, etc., shall be trimmed around as required.

C. MEDIAN WEED CONTROL (herbicide/pesticide application)

1. Weeding shall be accomplished, in all areas, completely, no less than once every seven (7) days from May 1 through November 30, and no less than once in every fourteen (14) days from December 1 through April 30, for a total of approximately thirty-six (36) weeding cycles per year, such that all areas are continuously free of weeds, undesirable grasses or any extraneous plants. Weed control shall be performed at the early signs of weed growth and shall be repeated as required. This includes hand weeding. The use of a line trimmer for weed removal WILL NOT be an accepted practice for weed control. Herbicide applications and hand weeding are the only methods of weed control accepted by the City.
2. The Contractor shall use herbicides recommended for the control of the types of weeds encountered in turf and landscape areas. Weed control includes removal of weeds by herbicide at cracks and joints in concrete and asphalt pavement surfaces; and along concrete gutters, curb drain inlets, and catch basins within the project; and 3 feet out from the edges of curbs or edge of grass if no curbs exist. The manufacturer's written instructions

shall be strictly adhered to for application rates, etc. When using herbicide, exercise care not to get herbicide on shrubbery. Contractor shall be responsible for replacing, at no cost to City, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices, to include herbicide damage, insecticide burn, and insect damage that distorts 50% of the plant. Replacement plant material shall be identical to original plant material and must be approved by City's Field Representative prior to replacement.

3. Plant beds shall be weeded by hand as required each weeding cycle. All weeds and refuse shall be removed from the site the same day. Weed control by hand and/or spraying shall be continuous through the contract term. **All** beds shall be maintained in a weed free condition. Contractor may use a pre-emergent herbicide for plant bed weed control if appropriate or allowed by label.
4. Contractor shall remove all undesirable vegetation, debris and sand as required at cracks and joints in concrete and asphalt pavement surfaces, along curbing areas, gutters, and at storm drain inlets within the project area as required each cycle.
5. Should public posting be required, it will be the responsibility of the contractor.

D. INSECT CONTROL IN TURF AREAS:

1. Application of pesticides to all lawn areas will be done two (2) times a year. Note: A granular fertilizer with insecticide in the late fall and early spring can be counted as a treatment. Example: 10-2-14 with weed control. Contractor shall guarantee effectiveness and provide recalls as necessary. The Contractor will treat fire ant infestations with approved Fire Ant Bait as needed, or as requested by the City's field representative.

Before any herbicides, pesticides, or ant bait are used on the project site, Contractor shall notify, in writing, City's Field Representative of types to be used, application rates, application schedule and all particulars with reference to chemical composition. All chemicals used shall be approved for such use by all applicable regulatory agencies and strictly follow the manufacturers recommended instructions.

E. FERTILIZATION

1. **LAWN:** Contractor will apply a 12-2-14 granular turf fertilizer (with weed control) in March and October of each year. All applications shall be in accordance with fertilizer manufacturer recommendations. Contractor shall be responsible for any damages resulting from improper fertilization. Should public posting be required, it will be the responsibility of the contractor. Contractor will sweep all paved surfaces of stray fertilizer from a broadcast spreader after each treatment.
2. **TREES:** Trees shall be fertilized twice yearly: February/March and September/October, at the rates recommended by the manufacturer.

3. SHRUBS AND GROWDCOVERS: All shrubs and groundcovers shall be fertilized by broadcasting over beds two times a year: early February/March and October/November, at the rates recommended by the manufacturer.
4. PALMS: All palms shall be fertilized during April and September. The fertilizer shall be broadcast under foliage canopy at rates recommended by the manufacturer.
5. Contractor shall provide a fertilization schedule to the City's field representative for all trees, shrubs, groundcover, flowers and lawns describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. Any plants damaged by over fertilizing or by the use of the wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, timing, methods and composition must be approved by the City in writing prior to application by the Contractor. All plants which show deficiency of particular nutrients shall be examined by a professional horticulturist for treatment and cost of examination borne by the Contractor.
6. An 8-10-10 granular fertilizer must be used. Liquid fertilizer cannot be used as a substitute.
7. Contractor shall be responsible for replacing, at no cost to City, any plant materials that dies or is damaged beyond acceptable condition as a result of improper or negligent maintenance practices, to include fertilizer burn that distorts 50% of the plant. Replacement plant material shall be identical to original plant material and must be approved by City's Field Representative prior to replacement.

F. PRUNING

1. Contractor shall prune, thin and trim all shrubs/groundcovers as required to keep the plants healthy, to maintain the natural character of the variety, to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect infected, superfluous and intertwining branches, vines and the removal of dead or decaying stumps and all other undesirable growth. Weedeating/line trimming is not an acceptable form of hedge trimming.
2. Contractor shall maintain all staking, guying, flag ribbons, etc on newly installed plant materials in sound structural and supporting integrity as directed by the City's Field Representative. Contractor shall remove staking and guying upon City's request as required.
3. Cuts on plant materials should be made with sharp and proper tools.
4. Contractor shall prune only at the time of season proper for the variety or as directed by the City's Field Representative. Prune flowering shrubs after the flowers have fallen. Vines and groundcover plants shall require periodic cutting back to encourage lateral growth. Contractor shall trim all hedges each pruning cycle as necessary to keep them looking neat and level as directed by the City's Field Representative. All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of.

5. Contractor will remove suckers at base of crepe myrtle trees. City will be responsible for pruning crepe myrtles and holly trees.

G. TRASH AND DEBRIS REMOVAL

1. Prior to mowing activities, the Contractor shall perform complete and continuous policing and litter pick-up of all landscape areas. All debris, such as, but not limited to, papers, bottles, cans, sticks, palm fronds, leaves, grass clippings and cigarette butts, shall be removed from all areas before each mowing and whenever deemed necessary by the Contractor or City to maintain a neat, clean appearance. All broken limbs or branches will be removed immediately upon notification by the City or upon routine inspection of grounds by the Contractor. The debris will be removed from the jobsite.

H. MULCHING

1. The Contractor will fluff the mulched areas as needed, or as requested by the City's representative. The Contractor shall edge or line-trim the mulched bed line to maintain a clean sharp appearance at all times.
2. The City may require, from time to time, the Contractor to furnish and install mulch around plants and trees, in order to maintain a neat and clean appearance. Only cypress mulch will be used. Contractor will be compensated at its bid price per cubic yard of mulch furnished and installed.

I. REPLACEMENT OF PLANT MATERIAL

1. Prior to Contractor's commencement of work under this Contract, the Contractor and the City's Field Representative shall inspect the work areas and note in a written report the condition of the grounds within the work areas. Contractor shall be responsible for replacing, at no cost to City, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices, to include herbicide damage, insecticide burn, and insect damage that distorts 50% of the plant. Replacement plant material shall be identical to original plant material and must be approved by City's Field Representative prior to replacement.
3. The Maintenance Contractor shall not be liable for plant, turf or tree damage due to vehicular accident, unless accident occurs as a result of Contractor's work or operations for the performance of the services required herein, vandalism or Act of Nature -the City bearing the cost of replacement and/or repair.

J. IRRIGATION SYSTEM MAINTENANCE

1. The Contractor shall provide repair services for the irrigation system located in the maintenance areas including but not limited to head replacement, head adjustment, valve replacement, pipe replacement, etc.
4. This service shall be provided on an as needed basis and when requested by the City. The Contractor shall notify the City field representative prior to under taking any irrigation repair on the City system.

5. The Contract shall be compensated for irrigation repairs by labor cost provided and direct reimbursement of material cost. The bid price per man-hour shall include all supervision, labor, tools, equipment and transportation necessary to perform irrigation repairs.
6. All repair work shall be inspected by the City field representative prior to placing into service.
7. The City shall make timing adjustments to irrigation system.

K. **ADDITIONAL SERVICES**

The following services, are over and above the mowing cycle and/or irrigation cycle activities, shall be performed on an as needed basis when requested by the City. Contractor is to submit prices in its bid for the services specified below:

1. **Mulching** - The City may require mulch around plants and trees as to maintain a clean and neat appearance. Cypress mulch shall be the only mulch utilized and paid by the cubic yard. The bid price per cubic yard shall include furnishing and installing mulch.
2. **Landscape Maintenance** - The City may require additional work for special events or at other times and the contractor will be paid under the hourly rate submitted in bid. Minimum payment 8 Man-hours. The bid price per man-hour shall include all supervision, labor, materials, tools, equipment and transportation necessary for landscape maintenance.
3. **Mowing vacant/undeveloped lots** - The City may require the contractor to mow vacant/undeveloped lots. These services will be provided on as needed basis. Contractor shall have or have the capability to obtain the necessary equipment to perform the required mowing. The bid price shall include all supervision, labor, tools, equipment and transportation necessary to perform such mowing in lots up to ½ acre in size. Compensation for larger lots will be prorated. As a separate item contractor will provide pricing to mow the entire City property located east of US 1 at Harrison Street. The price for this item will also include the removal and disposal of trash and debris, any necessary edging and line trimming.
4. **Removal of debris from vacant/undeveloped lots** - The City may require the contractor to remove and dispose of debris from vacant/undeveloped lots. These services will be provided on as needed basis. Contractor shall have or have the capability to obtain the necessary equipment to perform the required debris removal and disposal. The bid price per cubic yard (CY) of debris removal shall include all supervision, labor, tools, equipment and transportation necessary to load, remove and properly dispose of debris. Dump fees shall be billed for as a separate item and shall not be included in the contractors debris removal unit price.

SPECIAL CONDITIONS

1. All personnel employed by the contractor shall at all times present a neat appearance, be competent in their skills and be courteous to the general public. The contractor's employees

shall not identify themselves as being employees of the City. In the event of any difficulty with the public by the contractor, the City field representative shall be notified immediately.

2. All work must be accomplished with total regard for public safety. Maintenance work shall be scheduled to provide the least inconvenience to passers-by. The contractor must take every precaution to avoid injury to its employees and the general public. If the City in the interest of public safety deems signs, barricades or traffic control cones necessary, such items will be procured and placed on site during service by the contractor at the City's direction. Any injury to an individual of the general public as a direct result of the contractor's operations on City property must be reported immediately to the City field representative.
3. The Contractor shall take necessary precautions to protect City property. Any damage to City property or private property, which has occurred as a direct result of the contractor's operations on City property, must be reported to the City's field representative immediately.
4. In the event damage is done to City property by the contractor during the course of the mowing operations and such damage is not repaired within a reasonable length of time by the contractor and upon such notification of the contractor, the City shall reserve the right to make such repairs and bill Contractor or deduct from payment, due to Contractor, the cost of such repairs.
5. The Contractor shall not be responsible for traffic accidents, unless accident occurs as a result of Contractor's work or operations for the performance of the services required herein or acts of God such as freeze damage or heavy storms that would create unusual cleanup, pruning, or replacements in excess of the normal scope of grounds maintenance service.
8. The Contractor shall comply with all requirements of federal, state, and local laws as well as all rules and regulations of any agency having jurisdiction over the work or services required hereunder.
9. The Contractor shall comply with all the Maintenance of Traffic (MOT) requirements applicable to the performance of the services contained herein. Contractor shall provide City MOT plans for all the roadways locations previously stated.
10. The Contractor shall have properly trained employees including certified in FDOT Maintenance of Traffic (MOT). Proof of certification will be required for all employees working on the project for the following levels:

Basic MOT - All workers

Restricted Activities Training - All workers installing / maintaining traffic control

All MOT must comply with FDOT design standards.

9. FDOT Inspection

The medians and ROW that will be maintained, by the contractor, under this contract are under the jurisdiction of the Florida Department of Transportation (FDOT) and accordingly the contractor's work is subject to the inspection, review and approval of FDOT. FDOT will inspect, review and grade the entire work zones. The Contractor will make all corrections required by the FDOT, at no additional cost to the City, within 7 days of receipt of the quarterly report issued by FDOT.

FDOT's inspection criteria is as follows:

Large Machine – Mowing of roadside areas with large mowers up to 7ft or larger

Slope Mowing – Grass brush and weed cutting along slopes that are too steep to mow with conventional mowers

Intermediate Machine – Mowing of areas using mowers 40" to 7'.

Small Machine – Mowing roadside with small hand or riding mowers having a cutting width <40".

Weed Control (Manual) – Brush, weed and grass cutting (<4") performed by hand tools.

Tree Trimming & Removal – The trimming of height and side of trees and removal of undesirable trees. To include the chipping and/or removal of all debris from the work site.

Landscaped Area Maint. – Maintenance of landscaped areas including mowing, weeding, and the replacement of plant material.

Chemical Weed/Grass – The application of herbicides to slopes, ditches, fences, guardrail, barrier walls, bridges, curb and gutter, obstructions, shoulders and other areas within the high right-of-way.

Chemical Weed/Grass Selective – The application of herbicides to control undesired vegetation in turf within the highway right-of-way. This involves application of selective chemical formulations by wiping and handgun method.

Roadside Litter Removal – Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter.

Edging / Sweeping – Removal of vegetation and debris from the curb, gutter and sidewalk.

PRICE PAGE

Bid prices shall include all supervision, labor, materials, tools, equipment, transportation and all incidentals necessary to perform all the work, including the safety requirements specified herein. Bid prices shall remain firm for 90 calendar days subsequent to the bid opening date. THIS IS NOT AN ORDER

Item	Description	Unit	Quantity	Unit Price	Ext. Price
1	US# 1 ROW and Median Maintenance- Trash removal, edging, weeding, mowing, etc.	Each Cycle	36		
2	US# 1 ROW and Median Maintenance- Fertilizing and insect control	Each Cycle	2		
3	US# 1 ROW and Median Maintenance- Pruning services	Each Cycle	2		
4	SR50 ROW and Median Maintenance – Trash removal, edging, weeding, mowing, etc.	Each Cycle	36		
5	SR50 ROW and Median Maintenance – Fertilizing and insect control	Each Cycle	2		
6	SR50 ROW and Median Maintenance – Pruning services	Each Cycle	2		
7	SR406 ROW and Median Maintenance – Trash removal, edging, weeding, mowing, etc.	Each Cycle	36		
8	SR406 ROW and Median Maintenance – Fertilizing and insect control	Each Cycle	2		
9	SR406 ROW and Median Maintenance – Pruning services	Each Cycle	2		
10	SR405 ROW and Median Maintenance - Trash removal, edging, weeding, mowing, etc.	Each Cycle	36		
11	SR405 ROW and Median Maintenance – Fertilizing and insect control	Each Cycle	2		
12	SR405 ROW and Median Maintenance – Pruning services	Each Cycle	2		
	Additional Services				
13	Furnish and install mulch	Cubic Yard	100		
14	Other Landscape Maintenance	Man-Hours	800		
15	Irrigation Repairs	Man-Hours	400		
16	US 1 and Harrison St. Maintenance - Trash removal, edging, weeding, mowing, etc.	Each Cycle	36		
17	Mow vacant/undeveloped lots up to ½ acre	Each	20		
18	Debris removal (vacant/undeveloped lots)	C.Y.	100		
19	Dump fee allowance	TON	100	\$18.00	\$1,800.00
TOTAL ANNUAL PRICE					

The quantities contained in the above price page do not constitute any guarantee of work. Such quantities are the City's estimated quantities which will be used for bid evaluation and award purposes only. Contractor agrees that it shall be compensated based on the actual quantities of work performed. Contractor further agrees that its bid prices are valid whether the actual quantities of work performed exceed or be less than the quantities shown in the price page above.

**RETURN TO THE PURCHASING & CONTRACTING OFFICE AT
555 S. Washington Avenue, Titusville, FL 32796
IN A SEALED ENVELOPE BY DUE DATE AND TIME STIPULATED**

Any questions regarding this bid may be faxed to the attention of the Purchasing & Contracting Administration at 321-383-5628 or emailed to jesus.vieiro@titusville.com at least ten (10) days prior to bid opening date.

By signing below, I certify that I have read the entire bid document and agree to its contents.

VENDOR INFORMATION:

COMPANY NAME AND ADDRESS:	PHONE # _____
	FAX # _____
	E-MAIL _____
	FEIN # _____
AUTHORIZED SIGNATURE: _____	
PRINTED SIGNATURE: _____	
TITLE: _____	
DATE SIGNED:	DATE DUE: 3:00 p.m. May 23, 2011

BIDDER'S LEGAL CERTIFICATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed Agreement, and any/all other documents accompanying or made part of this bid invitation.

- I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. **I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the city adequate time to evaluate the bids.**
- I agree to abide by all conditions of this bid and understand that the Titusville Law Enforcement Department prior to bid award may conduct a background investigation.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.
- I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a bid for the same product or service; no officer, employee, or agent of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name: _____

By: _____
Signature Name & Title, Typed or Printed

Mailing Address (City, State & Zip Code):

Telephone Number: _____ Fax Number _____

State of _____

County of _____

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public

☐ Personally Known

☐ Produced I.D. _____

QUESTIONNAIRE

This form is to be utilized to provide general information about your firm/company to the City of Titusville. Please submit this form with your sealed bid.

Name of Company _____ Fed I.D. # _____

Please answer the following:

1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? _____ Yes _____ No.
3. Number of years your firm/company has provided the type of product/service required by the Invitation for Bid: _____ years.
4. Type of business (check which applies)
_____ Minority Owned _____ Woman Owned _____ Small _____ Other
5. Headquarter address if different from business address _____
6. Names of key employees who will work on this project and their years of experience in the type of service related to work specified in this bid:

	<u>Name and Title</u>	<u>Years of Experience</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____

Public Entity Work References Name/Title

Phone Number

A.	_____	_____
B.	_____	_____
C.	_____	_____

Please indicate below the names and addresses of your primary/secondary suppliers for the product covered under this bid (if applicable.)

Primary

Name: _____ Phone No. _____
Address: _____ Contact: _____

Secondary

Name: _____ Phone No. _____
Address: _____ Contact: _____

Name of Person Completing Form: _____

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature, Title, Date

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
who, after being first sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20 _____.

____ Personally known Produced I.D. _____

Notary Public

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida 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 with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with the _____
Bid/Proposal for THE CITY OF TITUSVILLE.
2. This sworn statement is submitted by _____,
whose business address is _____
and (if applicable) its Federal Employer Identification (FEIN) is _____.
3. My name is _____ (please print name of individual
signing) and my relationship to the entity named above is _____.
4. 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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies

to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

STATE OF FLORIDA
COUNTY OF _____

(Signature)
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, _____ (title) on behalf of _____.

He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

(Notary Signature)

Name: _____
My Commission Expires: _____
Commission Number: _____

PLEASE COMPLETE AND SUBMIT WITH BID

GENERAL TERMS & CONDITIONS

1. **Receipt of Bids - Due Date:** Sealed bids (two copies) shall be submitted to the office of the Purchasing Agent no later than the date and time specified. Bids will not be accepted after the bid due time and date. Bids shall be addressed as follows:

Purchasing & Contracting Division
City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

Each bid shall be submitted in a sealed envelope prior to the time established for the opening of bids, and the envelope shall be marked with the bid number, title of bid, and bid opening date. If submitted other than by mail, it shall be delivered to the Purchasing & Contracting Division office. Bids submitted by mail must be received in the Purchasing & Contracting Division office by the due date and time specified in the bid documents. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the bidder.

2. **Withdrawal of Bids:** Bidders may withdraw a bid after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the bids.

3. **Pre-Bid Conference:**

- a. **Mandatory:** This pre-bid conferences must be attended by all or bid will not be accepted.

- b. **Non-mandatory:** This pre-bid conferences do not require attendance, however, bidders are encouraged to attend to obtain more information concerning this bid.

Prospective bidders will be invited to attend, as designated in the Invitation for Bid, to become familiar with job site and conditions and/or to discuss pertinent questions. Any additions to specifications derived from a pre-bid conference will be addressed in the form of an Addendum to all bidders. The type of pre-bid conference (if any) applicable to this project is designated on the cover page.

Whether the pre-bid conference is mandatory or not a site visit is mandatory for all bidders submitting a bid that require the Bidder to perform services at an specific site or location.

4. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the bidder. Submission of a bid shall constitute acknowledgment by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.

5. **Questions Regarding Specifications or Bid Process:**

To ensure fair consideration for all bidders, the City prohibits communication to or with any department, division, or employee during the submission process, except as provided in paragraph "b" below. Additionally, the City prohibits communication initiated by a bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Any communication between bidder and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper accurate evaluation of the bid. Such communication initiated by a bidder may be grounds for disqualification of the offending bidder from consideration of award for the bid currently in evaluation and/or any future bid depending on severity of the infraction.

- a. Any questions relative to interpretation of specifications or the bid process, shall be addressed to the Purchasing & Contracting Division, in writing, in ample time before the period set for the receipt and opening of bids. Inquiries received within ten (10) days prior to the date set for the receipt of bids will be not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective

- bidders no later than five (5) days before the date set for receipt of bids. Oral interpretations will not be provided.
- b. It will be the responsibility of the bidder to contact the Purchasing & Contracting Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the bid.
 - c. Direct inquiries shall be posted with the Purchasing & Contracting Division, City of Titusville, P. O. Box 2806, Titusville, FL 32781-2806.
6. **Pricing/Shipment Cost:** All prices must be firm for the delivery schedule contained herein. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the Bid invitation and will not be accepted. All prices shall be quoted F.O.B. (Free On Board) delivered to any City of Titusville department facility unless otherwise stipulated in the BID invitation or exceptions taken by the Bidder.
 7. **Political Subdivision:** Under Florida Law, prices contained in State Term Contracts, State Negotiated Agreement Pricing Schedules (SNAPS), Cooperative Bids, or current bids, shall be made available to the City of Titusville unless otherwise excepted by the terms of this engagement. The City reserves the right to purchase any commodity or service from these said instruments if in the best interest of the City. Conversely, the City may disregard these instruments and purchase through alternate means.
 8. **Bidder's Certification Form:**
 - a. Each bidder shall complete the "Bidder's Certification" form included with this Invitation for Bid, and submits the form along with the bid.
 - b. The failure of a bidder to submit this form shall be cause for reject of the bid.
 - c. The form must be acknowledged before a Notary Public with a notary seal affixed on the document.
 9. **"No Bid" Response Form:** In the event you elect not to bid on this requirement, please complete and return the attached "No Bid" form.
 10. **Alternatives/Substitutions to Specifications:** Any alternatives or substitutions to the attached specifications must be clearly delineated, properly marked and submitted with the bid (use separate sheets of paper and make them part of the price quote if necessary.)
 11. **Meeting Specifications:** Vendor's price submittal shall be for items that fully meet the specifications. If it does not, please indicate variances, no matter how slight, and attach Vendor's detailed specifications for discrepant item(s) in bid. Please note that the inability to meet specifications is grounds for bid disqualification.
 12. **Period of Offer Validity:** Prices quoted in the bid must remain valid for a period of ninety (90) days from the date of the bid opening unless otherwise instructed.
 13. **Evaluation of Bid Award:** The City reserves the right to award the bid to the lowest most responsive and responsible bidder who submits a bid meeting all specifications, whose bid is most advantageous and represents the best value to the City. The City reserves the right to accept any bid or portion thereof provided that it is most advantageous and in the best interest of the City to accept. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, discounts, and service reputation of the bidder, in determining the most advantageous bid.
 14. **Criteria For Award or Rejection of Bids:** The purchase order will be awarded to the lowest, most responsive, and most responsible bidder complying with all the provisions of the Invitation for Bid, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids and to waive any informality in bid received whenever such rejection or waiver is in the City's best interest. The City also reserves the right to reject the bid if a bidder who has previously failed to perform properly or complete on time contracts or purchase orders of a similar nature, or a bid of a bidder whose investigation shows is not in a financial or other position to properly perform the contract.
 - a. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- b. The ability, capacity, and skill of the bidder to perform the services required.
 - c. Whether the bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - e. The quality of performance of previous contracts, purchase orders or services rendered.
 - f. Previous and existing compliance by the bidder with laws and ordinances relating to contracts, purchase orders or services.
 - g. The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
 - h. The quality, availability, and adaptability of the supplies or services to the particular use required.
 - i. The ability of the bidder to provide future maintenance and service for the use of the subject matter if required by the bid specifications.
 - j. Whether the bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the bidders' taxes or assessments are delinquent.
 - k. Whether the bidder is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
 - l. Such other additional criteria as may be developed for a specific price quote.
15. **Bidder's Signature:** The City requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such an agreement will be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in award withdrawal.
- In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above.
- In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.
- If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Administrator at 321.383.5767, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful bidders.
16. **Selection/Rejection of Options:** The City of Titusville reserves the right to select/reject any bid or portions thereof and/or options, based on price or other criteria deemed to be in the best interest of the City.
17. **Submittal of Bids:** Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all applicable blank spaces completed. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered, as representing the bidder's intention and the totals shall be corrected to conform thereto.
18. **Bid Tabulation:** Bid tabulations will be posted in Onvia Demand Star. Bidders may request copies of the bid tabulation documents in person or by enclosing a stamped, self-addressed envelope with the bid.
19. **Bid Award:** Award will be made approximately within four weeks after the advertised bid opening date. It is incumbent on bidders to contact the Purchasing & Contracting Division at 321.383.5767, to determine the apparent successful bidder(s). Any appeal to the decision

to award must be filed in writing five (5) days from the tentative award date to the Purchasing & Contracting Administrator. The City's governing body shall consider and award all orders or contracts exceeding \$15,000.

20. **Bidder Qualification:** The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the agreement. The City will notify you in writing of our intent to conduct an inspection or survey of your facility.

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. The City will only consider bids from firms who maintain current City occupational license or state certifications.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

21. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your BID as non-responsive.

22. **Conflict of Interest:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Bidders must disclose with their BID the name of any officer, director, or employee who is also an employee of the City of Titusville. Further, all Bidders must disclose the name of any City of Titusville employee who owns, directly or indirectly, an interest in one or more of the Bidder's firm(s) or any of its branches.

23. **References:** If required by the bid document, bidders shall submit as a part of the bid package, three (3) account references, with name of account, address, contact person, and telephone number. Governmental references are preferred.

24. **Failure to Execute Purchase Order:** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made; or the City may reject all the bids and rebid. Contractors who default are subject to suspension and/or removal from the approved vendor's list.

25. **Trade Names:** In cases where an item to be bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the bid response therein by the bidder. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be deemed acceptable. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what alternative he proposes to furnish and forwards with his bid a cut illustration or other descriptive material which will clearly indicate the character of the article covered in this bid.

The City reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, before the successful award and before manufacturing or shipment the vendor

may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such data and specifications are in compliance with the City's requirements.

26. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the Purchase Order or any supplement to the Purchase Order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.
27. **Fiscal Year Funding Appropriation:**
- a. Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
 - b. Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
28. **Execution of the Purchase Order/Contract:** The successful bidder shall at the City's option, within fifteen (15) calendar days after notification of award is issued by the City of Titusville, to enter into a purchase order or contract with the City on forms provided by the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
29. **Florida Prompt Payment Act/Invoicing and Payment:** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this BID. All invoices must show the City of Titusville purchase order number.
30. **Discounts:** Bidders may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.
31. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation for Bid and must be completed and returned with your bid.
32. **Equal Opportunity Employer:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or vendor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or vendor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO Regulations.

33. **Public Entity Crime:** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
34. **Award Dispute Resolution:** Bid award challenges shall be posted in writing with the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will present his recommendations to the governing body who will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be filed with the Purchasing & Contracting Division within 72 hours after posting or notice was given of the bid tabulation or after receipt of notice by the City of intended award. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements, which promulgated the protest.
35. **Bid Award Cancellation:** The City reserves the right to cancel this bid and not award any work at any time, or withdraw any or all bid awards at anytime for any reason.
36. **Suspension or Rescindment of Bidding Privileges:**
The City of Titusville may put any vendor, contractor, supplier, service provider, or other entity on notice that it will not accept its bids for violation of one or more of the issues listed below.
- Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
 - Disregard for the prudent use of taxpayer's funds.
 - Causing the City to litigate.
 - Shoddy workmanship.
 - Deliberate attempts to deceive the City.

THE CITY RESERVES THE RIGHT TO MODIFY, REMOVE, ADD CONDITIONS AT ANY TIME TO THESE GENERAL CONDITIONS TO PROTECT ITS BEST INTERESTS.

**STATE ROADWAYS ROW and MEDIAN MAINTENANCE
SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____ located at _____, hereinafter referred to as the ("Contractor"), sets forth that

WHEREAS, the City desires to engage a Contractor who has special and unique competence and experience providing right of way (ROW) and road median maintenance services; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, at the regular City Council meeting of _____, the award of this contract was duly considered and awarded to the Contractor; and

WHEREAS, the Contractor has fully agreed to abide by all stipulations set forth in this contract and pertinent requirements thereto; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. This Contract shall commence on the day it is executed by both parties and the term of the Contract shall extend for one year from the commencement date with three (3) optional one (1) year extensions thereof upon written agreement of both parties. The maximum contract duration shall be four (4) years.

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called CONTRACT DOCUMENTS) consist of this Contract, the Documents for Invitation for Bids # 11-B-032, Contractor's Bid dated _____, with all related Documents, Addenda if any, any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum performance standards of quality for this Project. They do not purport to cover any details entering into the design and construction of materials or equipment. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all supervision, labor and materials, equipment, tools, transportation and other incidentals necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

3. ENGAGEMENT OF CONTRACTOR. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the ROW and Median Maintenance Services of designated roadways (US1, SR50, SR405 and SR406) in accordance with the Agreement Documents.

4. SCOPE OF WORK AND RELATED DATA. The intent of the Scope of Work, and other Agreement Documents is that the Contractor furnishes all supervision, labor

and materials, equipment, tools, transportation and other incidentals necessary for the proper execution ROW and Median Maintenance Services of designated roadways (US1, SR50, SR405 and SR406) including, but not limited to, mowing, weed control, pruning with associated removal and disposal, chemical weed and grass control, roadside litter control, edging and sweeping, repair irrigation system, fertilize, pesticide, clean up and any other required associated or incidental activities in full compliance with the Agreement Documents, hereinafter referred to as "Work," unless specifically noted otherwise. The Contractor shall do all the work described in the Contract Documents and all incidental work considered necessary to complete the Work entirely ready for use in a manner acceptable to the City. The contractor shall cure, at its own expense, any work found defective or unacceptable by the City.

Any discrepancies found between the Contract Documents and site conditions, or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be performed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Technical Specifications, shall be furnished and executed the same as if they were called for by

the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Technical Specifications. The City will provide full information when errors or omissions are discovered.

5. COMPENSATION. The City will pay the Contractor at the unit prices indicated in the Contractor's proposal attached hereto as Exhibit "A". Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and has been properly documented and invoiced. Payments shall not be made for Work deemed incomplete or deficient by the City. At the end of each month, the Contractor shall submit an invoice with the supporting documentation of all work completed and accepted by the City for that month to the Finance Department and payment of the approved invoice amount.

Claims. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. RELEASES. When it is determined, as a result of a joint inspection of the Work by the Contractor and City that the Work has been completed, for any given cycle, in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's request for payment to the City. Prior to payment, the Contractor shall execute and deliver to the City a Release of Claim for all claims against the City arising under or by virtue of the work ordered. Also, from each supplier or subcontractor who has notified the City of his right to file a Claim (Notice to City) or who is listed in the Contractor's

Release of Claim as an unpaid potential Claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

7. PROJECT SCHEDULE The Contractor shall perform the services outlined in the Agreement Documents in a timely manner consistent with the stipulated cycles or schedules contained in the Contract Documents and as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control occasioned by an "Act of God" may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. "Rain day" extensions shall be granted upon written request of the Contractor to the City when the City determines that weather conditions make it counterproductive to work on said days. "Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by serving written notice of suspension to the Contractor. In the event that the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this Paragraph without the City's permission. In the event that the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

8. TERMINATION OF CONTRACT. This Agreement may be terminated by the City with or without cause provided at least five (5) days written notice of such termination shall be given to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The

Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any work done by the Contractor shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

9. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review and acceptance of the City. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of Technical Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

All materials and each part or detail of the Work shall be subject at all times to review and approval by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing and Contracting Administrator.

10. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services

necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

11. PERSONNEL. The Contractor represents that it will secure at its own expense all personnel and sub-Contractors required for services, which are necessary to complete the Work as described in this Agreement. All services under this Agreement shall be performed by the Contractor or sub-Contractor and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Agreement shall not be employees of the City; however, Contractor may hire personnel that may have worked prior for City as a full or part time employee, or either as contract, temporary or day labor.

All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any worker, including supervisors, employed by the Contractor or subcontractors who, in the opinion of the City does not perform work under this Agreement in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

12. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract

requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

13. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City, the Work shall be under the charge and care of the Contractor, and it shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be properly located so as to facilitate prompt inspection.

14. CLEANING UP. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave its work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, sprinklers, etc., disturbed or damaged during the prosecution of the Work. Payment will be withheld until such clean up and repairs are completed

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from moneys due the Contractor.

15. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work which is performed by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

16. INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Titusville, its officers agents, officials, representatives and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal which the City of Titusville, its officers, officials, agents, officials representatives or employees or any other person(s) or

business entity(ies) who may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Contractor, its agent(s), vendors, subcontractor(s), representatives, servants, or employees in the execution, performance or nonperformance or failure to adequately perform Contractor's obligations pursuant to this contract.

17. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any 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.

If any funds other than Federal appropriated funds have been paid by the Contractor 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 any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

19. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor

shall not undertake any work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

20. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

21. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

22. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City which is Attachment I, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

23. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.089 and must be signed.

25. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall

be in Brevard County, Florida. **The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.**

26. LIQUIDATED DAMAGES. **None required for the project under this Agreement.**

27. BOND. Contract shall provide a performance bond equal to 100 % of the contract amount.

28. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Agreement, the provisions of the latter shall prevail.

29. INSURANCE. The Contractor agrees to carry insurance, of the types and subject to the limits as set forth below and maintain said insurance during the life of this agreement:

- (a) Workers' Compensation - Contractor shall purchase workers' compensation insurance as required by law.
- (b) Commercial General Liability - Contractor shall purchase Commercial General Liability insurance with a \$1,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, "X-C-U" hazards and property damage in the amount of \$500,000.
- (c) Commercial Auto Liability - Contractor shall purchase Commercial Auto Liability insurance with a combined single limit of at least \$1,000,000.

Further, Contractor shall maintain such insurance as is reasonably required to satisfy its obligations to protect the Work paid for by the City but not yet accepted.

The insurance company selected shall be A+ or better per the Best's Key Rating Guide. The Contractor and the insurance company(s) shall agree to furnish the City thirty (30) days written notice of their intent to cancel or terminate said insurance. It is the full responsibility of the contractor to insure that all sub-contractors have full insurance coverage as stated above.

The Contractor shall not commence the Work under this contract until it has obtained all the insurance required under this paragraph and certificates of such insurance have been submitted to the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved by the City. The Contractor shall carry and maintain until acceptance of the Work, insurance as specified herein and in such form as shall protect him and any subcontractor performing work under this Contract, or the City, from all claims and liability for damages for bodily injury, including accidental death, under this Contract, whether by himself or by any subcontractor or by any one directly or indirectly employed by either of them.

The Contractor shall furnish to the City certificates of insurance in duplicate showing proof of insurance, naming the City as an additional insured party, prior to the start of construction as provided in the Contract.

30. GUARANTEE. Contractor warrants that mowing and edging services provided and work performed for a period of not less than one (1) schedule cycle from the date that such services were performed. Contractor also warrants that pruning, fertilizing and insect control services and work performed for a period of not less than one hundred eighty (180) calendar days from the date that such work was accepted by the City. Contractor warrants that irrigation system repairs, and replacement of plants, shrubs and sod services and work performed for a period of not less than one (1) year from the date that such work was accepted by the City.

The making of any payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

31. INDEPENDENT CONTRACTOR. Vendor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be

limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

32. RIGHT OF THE OWNER TO TERMINATE CONTRACT. If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of his property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the Owner under the contract, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion -- by Contract or otherwise -- and the Contractor and its Sureties shall be liable to the Owner for any excess cost incurred by the Owner. In such case, the Owner may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

CONTRACTOR:

By _____

Name: _____

Title: _____

Date _____

OWNER:

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By _____
Mark K. Ryan, City Manager

Date _____

ATTEST:

Wanda Wells, City Clerk

Date _____

APPROVED AS TO FORM:

Dwight W. Severs, City Attorney

Date _____

Staff Review & Preparation:

Jesus M. Vieiro, Purchasing & Contracting Administrator

Kevin Cook, Public Works Director