

**TREE & PALM PURCHASE, INSTALLATION, REMOVAL AND  
RELOCATION SERVICES**

**Contract 2016-20**



**The Town of Miami Lakes Council:**

**Mayor Michael A. Pizzi, Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**TREE & PALM PURCHASE, INSTALLATION, REMOVAL AND RELOCATION SERVICES**

**ITB 2016-16**

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## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1 DEFINITION OF TERMS

**Change Directive** means a written directive to effect changes to the Work, issued by the Project Manager that may affect the Contract price or time.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

**Completion Time** means the number of calendar days specified in a Work Order for completion of each Project(s) in a Work Order.

**Contract or Contract Documents** means the Contract as may be amended from time to time, any plans, specification, addendum, clarifications, directives, Work Orders, Work Order Proposals, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means SFM Service, Inc, which has been awarded this Contract.

**Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

**Days** mean calendar days unless otherwise specifically stated in a Work Order.

**Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

**Final Completion** means the dates the Contractor has completed all the Work under a Work Order and submitted all documentation required by the Contract Documents or the Work Order.

**Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished or the Work by the Contractor.

**Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.

**Tree(s)** means both trees and palms.

**Project** means a task or series of tasks assigned by Town through the issuance of a Work Order that the Contractor must complete in accordance with the Contract Documents.

**Project Manager** means the individual assigned by the Town Manager to manage a Project issued through a Work Order under the Contract.

**Request For Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

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

**Substantial Completion** means that point at which the Project under a Work Order is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Completion will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable. The Town is serving as the Lead Agency for this solicitation.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

**Work or Services** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

**Work Order** means a document issued by the Town awarding a specific Project or Project(s) to the Contractor.

**Work Order Proposal** means a document prepared by the contractor, at the request of the town for work to be performed on a project(s).

## **1.2 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the Contract the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents or Work Order. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of execution of the Contract and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

## **1.3 TIME IS OF THE ESSENCE**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents and as stated in any Work Orders.

The date and period of time set forth in a Work Order for the commencement, and completion of Work was included because of its importance to the Town.

## **1.4 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

Gary Fabrikant  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Christian Infante  
Vice President  
SFM Services, Inc.  
9700 NW 79<sup>th</sup> Avenue  
Hialeah Gardens, Florida 33016  
[cinfante@sfmtservices.com](mailto:cinfante@sfmtservices.com)

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

### **1.5 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

- Revisions and Change Orders to the Contract will govern over the Contract
- The Contract Documents will govern over the Contract
- The Special Conditions will govern over the General Conditions of the Contract

In the event that Drawings and specifications are provided with a Work Order the priorities stated below will govern:

- Scope of Work and Specifications will govern over Plans and Drawings
- Schedules, when identified as such will govern over all other portions of the Plans
- Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
- Larger scale drawings will govern over smaller scale drawings
- Figured or numerical dimensions will govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

### **1.6 INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

## **1.7 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. Where the Contractor will be using a temporary labor force company to provide staffing the temporary labor force company's insurance must meet these requirements.
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL"):** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial

General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- Products and/or Completed Operations for contracts with an Aggregate Limit of **Five Hundred Thousand Dollars (\$500,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **Five Hundred Thousand Dollars (\$500,000)**.
- CGL Required Endorsements
  - Employees included as insured
  - Contingent Liability/Independent Contractors Coverage
  - Contractual Liability
  - Waiver of Subrogation
  - Premises and/or Operations
  - Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
  - Loading and Unloading
  - Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

- e. Certificate of Insurance:** Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

#### **1.8 GENERAL REQUIREMENTS**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### **1.9 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### **1.10 SITE INVESTIGATION AND REPRESENTATION**

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work under a Work Order prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no

responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

#### **1.11 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

#### **1.13 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

#### **1.13 SUBSTITUTIONS**

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents and the requirements of a Work Order. The Town may require an adjustment in price based on any proposed substitution.

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

#### **1.14 DIFFERING SITE CONDITIONS**

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and

before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

#### **1.15 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

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

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

#### **1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

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

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

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

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

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim

measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

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

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

Replace with material approved by the Project Manager, at Contractor's expense, any existing utilities damaged during the Work.

### **1.17 MAINTENANCE OF TRAFFIC**

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in Article 2.9.

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

The following guidelines must be followed during each maintenance operation:

#### **1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. "MEN WORKING" signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

#### **2. When a lane is to be blocked:**

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
  - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.

- There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

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

#### **1.18 COORDINATION OF THE WORK**

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

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

#### **1.19 ACCESS TO THE PROJECT SITE(S)**

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

Contractor must provide, at Contractor's own expense and without liability to the Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

#### **1.20 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS**

Contractor must accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

#### **1.21 SAFETY PRECAUTIONS**

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

- All employees on the Project site and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

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

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

#### **1.22 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in a Work Order.

#### **1.23 TRENCH SAFETY ACT**

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting Contractor is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**, Where a Project awarded under a Work Order requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Contractor has considered these costs and included them in its prices.

#### **1.24 VEHICLES AND EQUIPMENT**

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

#### **1.25 MATERIAL SAFETY DATA SHEETS**

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

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

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

#### **1.26 SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS**

The Project Manager has the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning a Work Order or its performance, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents. The Contractor must provide to the Town copies either Material Safety Data Sheets ("MSDS", manufacturer's specifications or analysis of all fertilizer for approval, and/or the labeling required by the Florida Department of Agriculture or by other state, federal, county or Town laws.

#### **1.27 SUPERVISION OF THE WORK**

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by

any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

#### **1.28 SUBCONTRACTORS**

No Work may be subcontracted under this Contract except for the use of a temporary labor force company. This does not include suppliers or materials.

**Prior to the use of a temporary labor force company to provide staffing under the Contract the Contractor must complete Attachment A. The form must be update with any changes to the temporary labor force.**

#### **1.29 AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

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

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

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

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

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

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

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

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

### **1.30 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

### **1.31 TAXES**

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **1.32 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

### **1.33 INSPECTION OF THE WORK**

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, Miami Dade-County PERA, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

#### **1.34 UNCOVERING FINISHED WORK**

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

#### **1.35 DEFECTIVE OR NON-COMPLIANT WORK**

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract or Work Order. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, nor does it obligate the Town to accept the defective Work.

### **1.36 FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 1.37 or 1.41. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

### **1.37 CHANGE ORDERS**

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract or Work order, and which are within the general scope of the Contract Documents or Work Order, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request For Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract or Work Order, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Orders may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article 2.6.

### **1.38 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within fourteen (14) Days of the end of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. **Do Not Include** inclement weather except for significant weather events that adversely impact the critical path of the Work, , and does not include the acts or omissions of Subcontractors or suppliers.

### **1.39 EXTENSION OF TIME**

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date of completion under a Work Order by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the Work Order and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on

information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The Contractor must notify the Project Manager of an event of Excusable Delay within five (5) Days of the occurrence of the event. The request for an Excusable Delay must be made within fourteen (14) Days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.38 or 1.40 the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### **1.40 EXCUSABLE DELAY, NON-COMPENSABLE**

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 1.37.

Failure of Contractor to comply with Articles 1.38 or 1.39, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### **1.41 CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.38, 1.39, and 1.40 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.3 within the timeframe established in Articles 1.38 and 1.39, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles 1.38, 1.39 or Article 1.40. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### **1.42 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager as identified in Article 1.3, Notices, of the dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing, within five (5) calendar days of the written finding being issued by the Procurement Manager, to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### **1.43 CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract Documents or Work Order during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a

Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

**1.44 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

**1.45 CONFLICT OF INTEREST**

Contractor must complete Affidavit COI certifying that the Contract is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

**1.46 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in termination of the Contract, and may cause Contractor debarment.

**1.47 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.52, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending

the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### **1.48 HURRICANE PREPAREDNESS**

During such periods of time as are designated by the National Weather Service as being a hurricane warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### **1.49 CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

#### **1.50 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

#### **1.51 CONTRACTOR DEFAULT**

##### **a. Event of Default**

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

**1.52 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town,

the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on other work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **1.53 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### **1.54 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

#### **1.55 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

#### **1.56 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable

to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**1.57 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

**1.58 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**1.59 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**1.60 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

**1.61 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**1.62 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

**1.63 ACCESS, REVIEW AND RELEASE OF RECORDS**

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**1.64 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**1.65 CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

**1.66 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

**1.67 NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with the Contractor to satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

**1.68 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

**1.69 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**1.70 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

**END OF SECTION**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

**2.1 SCOPE OF WORK**

The Contractor must furnish all labor, materials, equipment, and supervision required to furnish and install trees throughout the Town for the Town's Tree Replacement Program. Work includes but is not limited to installing trees, hedges, planting soil, tree removal, stump and root removal, complete root system/rootball removal and mulch as stated in Section 3 of the Contract. The Work includes delivery, installation (where the Work Order requires installation), grow-in period maintenance (for installed trees), removal, and disposal as applicable to the Work required by the Work Order.

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

**2.2 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and will continue for a term of two (2) years from the date of execution by the Town. Projects will be issued on an as-needed basis via Work Order.

**2.3 OPTION(S) TO RENEW**

Prior to or upon completion of the initial term of the Contract the Town, at its sole discretion, will have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). The Town may at its sole discretion, exercise the option to renew when the total value of the Contract for the initial term or option year has been fully expended. Any Option will be effective upon receipt of a written notice from the Town Manager to the Contractor.

**2.4 CONTRACT PRICE ADJUSTMENT**

Prices must be held firm during the initial terms of the Contract. At the start of each renewal year the Contractor may request a price increase not to exceed the Bureau of Labor Statistics (222.bls.gov CPI-U index for Miami-Dade County. The Town will evaluate such request to determine if an increase should be approved. Any such increase will not exceed three (3%) percent per request.

**2.5 HOURS FOR PERFORMING WORK**

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

- Residential- 10am-4pm- Mon-Sat.
- Commercial- 8am-4pm- Mon-Sun.
- Main Roadway Arterials and Corridors- 10am-4pm Mon- Sun.
- School Zones- 10am-1pm Mon-Fri.; 10am-4pm Sat and Sun.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

**2.6 COMPENSATION**

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

Form is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

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

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

## **2.7 ESTIMATED QUANTITIES**

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

## **2.8 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

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

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

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

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

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

## **2.9 REIMBURSEMENT FOR USE OF POLICE OFFICERS**

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

## **2.10 WORK ORDERS**

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

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

## **2.11 SUBSTITUTIONS**

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

## **2.12 REQUEST FOR INFORMATION**

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

## **2.13 WARRANTY**

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

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

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

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

## **2.14 REPLACEMENTS DURING WARRANTY PERIOD**

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

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

The Town and the Contractor will agree upon the time in which replacements under warranty will occur. The agreed upon time frame(s), which should not exceed 10 days may be extended in writing by the Town due to seasonal conditions, availability, preparation time such as root pruning, etc..

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

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

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

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

#### **2.15 INSPECTION OF TREES, MULCH AND OTHER MATERIALS**

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

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

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

#### **2.16 ACCESS TO WATER AND UTILITIES**

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

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

The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor will be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor must notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water

is restored. For trees already installed prior to cut-off of water availability, the Contractor will continue to be responsible for providing water as required by specifications.

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

#### **2.17 STAGING SITE**

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

#### **2.18 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF PLANTING**

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

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

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

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

#### **2.19 OWNERSHIP OF THE WORK**

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

#### **2.20 FINAL CLEAN UP**

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

**2.21 PROJECT SITE MAINTENANCE**

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

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

**END OF SECTION**

## **SECTION 3**

### **SPECIFICATIONS**

#### **PART 1: TREE PLANTING**

##### **3.1 GENERAL**

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

##### **3.2 CERTIFIED ARBORIST**

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

##### **3.3 QUALITY ASSURANCE**

- a. Standards
  1. Authority for Nomenclature, Species, Etc.
    - i. All Trees must conform to the names given in "Standardized Tree Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature and in the current edition of Index of Garden Plants: The New Royal Horticultural Society Dictionary. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.
  2. Grade Standards
    - i. All Trees must be nursery grown and must comply with all required inspections, grading standards and Tree regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", the specification as described in the American Standard of Nursery Stock, ANSI Z60.1, Current Edition or with any superseding specifications that may be called for on the plans or in the specifications and as established by the Turfgrass Producers Association of Florida, Inc. All Trees not listed in the "Grades and Standards for Nursery Plants," must conform to a Florida No. 1 as to: (1) health and

vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, and (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.

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

### 3. Requirements for Various Tree Designations

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

- Only burlap and other wrapping materials made of natural, biodegradable materials must be used.
- These Trees must be properly protected until they are planted. The Tree must be handled only by both the trunk and rootball at the same time and not by the trunk only. Any B&B or WB&B Tree which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the Tree such as a cracked or broken rootball or the roots that have been loosened within the ball, will be rejected.
- For Trees grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large Tree material, wired B&B Trees must be used. For WB&B Trees, before the Tree is removed from the hole, hog wire with approximately 1- to 1½-inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) must be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling.

#### b. Container-Grown Trees (CG):

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

#### c. Specimen Trees (Florida Fancy):

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

## **3.4 TREES**

- a. All trees must be no less than Florida No. 1 equivalent, or better, at the time of installation and final acceptance.
- b. Habit of Growth: All trees must have a habit of growth that is normal for that species and must be sound, healthy, vigorous and free from insects, tree diseases and injuries.

c. All Trees must be planted in accordance with ANSI A300 (Part 6), Planting and Transplanting Standards.

d. Measurement of Trees & Ground Cover

1. Trees and Ground Cover

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

ii.

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

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

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

iv. Caliper: The caliper of tree trunks must be measured three feet (3') above the ground unless another method of measurement is indicated otherwise on the plans.

e. All sizes shown for trees available as part of this Contract are to be considered as minimums. All trees must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When Tree sizes are specified as a range of size, installed material must average the mean of the range specified.

f. Die-Back and Leaf-Drop: Tree showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Town. Therefore, any trees with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.

- g. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning must not affect more than 10% of the total foliage prior to planting under a Work Order. Loss of foliage caused by seasonal change will be accepted.
- h. Spanish Moss: If Spanish Moss (*Tillandsia useoides*) exists on trees, it must be completely removed prior to planting.
- i. Trees will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- j. Root pruning of Trees, when required by the Town, must be done a minimum of six (6) weeks or for a period as determined by the Town, prior to planting. Prior to root pruning, the Contractor must give 48-hour advance notice to the Town advising of the date to root prune any Tree. This will allow for any inspections during or after the root pruning, if necessary.

**3.5 TRANSPORTING AND HANDLING OF PALMS, TREES AND CONTAINER MATERIALS**

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

**3.6 TOPSOIL AND SAND**

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

**3.7 WEED BARRIER CLOTH**

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

**3.8 FERTILIZER**

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

Total Nitrogen		6.0%
Derived from activated sludge urea-form, sulfur-coated urea and potassium nitrate	0.75%	
Ammoniac	0.00%	
Water soluble	5.00%	
Water insoluble	0.25%	

Phosphoric Acid		6.0%
Derived from triple super phosphate		
Water soluble potash		6.0%
Derived from Sulfate of Potash Magnesium, Potassium Nitrate, Sulfate of Potash, and activated sludge		
Total Magnesium		2.41%
Water soluble: Derived from Sulfate of Potash Magnesium		
Total Manganese		0.77%
Derived from Manganous Oxide		
Total Boron		0.02%
Derived from Sodium Borate		
Total Copper		0.07
Derived from Copper Oxide		0.08%
Total Zinc		
Derived from Zinc Oxide		
Total Iron		1.00%
Derived from Iron Oxide and Ferrous Sulfate		
Total Chlorine		2.00%

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

**3.9 STAKING AND GUYING**

- a. Staking and guying must not be attached to the trees with nails. Any method of staking and guying, other than those indicated in ANSI A300 (Part 6)-2012 Planting and Transplanting/ 2015 FDOT Design Standards where applicable must receive approval from the Town prior to their installation. Refer to the heading "Setting of Trees", as detailed in Article 3.15 for additional information.
- b. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances and code requirements.

**3.10 TREE ROOT BARRIERS**

- a. 18" and 24" tree root barriers must be black, injection molded panels with a minimum of 0.080" wall thickness in modules 24" long; manufactured with a minimum 50% post-consumer recycled polypropylene plastic with added ultraviolet inhibitors. Each panel must have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and an integrated zipper joining system. 18" and

24" deep tree root barriers must be #UB 18-2 and #UB 24-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).

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

### **3.11 MULCH**

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

### **3.12 GRADING**

- a. It is the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Work Order, that may include plans, drawings or sketches.
- b. Tree Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs must be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise in the Work Order, that may include plans, drawings or sketches, and the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing. See note G10.

### **3.13 HERBICIDE TREATMENT**

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

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

### **3.14 PREPARATION**

- a. Utility Locates: Contractor must contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Contractor.
- b. Staking Tree Locations: Stake or mark Tree I locations prior to Tree hole excavation, based on information from the plans.
- c. Contractor should reference 2015 FDOT Design Standards when preparing a site for planting, unless otherwise directed by the Town.

- d. **Sub-surface Conditions:** Some or all work areas may be compacted or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper Tree survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor is responsible for insuring adequate drainage in these areas and must remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor will be required to perform additional excavation on the holes for all trees. This additional excavation must be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plan survival and growth.
- e. The Contractor must remove all existing concrete, asphalt concrete and rocks over four inches in diameter, above and below grade in planting pits, from areas to be landscaped.
- f. **Excavation of Tree Holes**
  - 1. **General**
    - i. Excavation of Tree holes must be roughly cylindrical in shape with the sides approximately vertical. The Town reserves the right to adjust the size and shape of the Tree hole and the location of the Tree in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.
    - ii. The excess excavated material from the Tree holes must not be used to backfill around the Tree. Such material must be disposed of offsite at the expense of the Contractor.
    - iii. Contractor must remove any existing roots that may impact the planting of a new tree.
  - 2. **Trees**
    - i. Depth of hole must be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage as per Articles 3.1 and this Article.

### **3.15    INSTALLATION**

- a. **Setting of Trees**
  - 1. Trees must be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the Trees must rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. The practice of plunging, burying or planting any Tree such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in these specifications, details or it is approved in writing by the Town prior to such action being taken. The trees must be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Town reserves the right to realign any trees after it has been set.
  - 2. Trees too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
- b. **Backfilling:** Use soil prepared as described in this Section. Backfill the bottom two-thirds (2/3) of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds (2/3) of the hole, thoroughly

- puddle with water and fill remaining one third of the hole with planting soil, tamping and watering to eliminate air pockets.
- c. Apply fertilizer to trees three (3) weeks after planting.
  - d. Contractor must, for fertilizer for large trees that requires five (5) pounds or more of fertilizer, Place fertilizer evenly spaced at the edge of the root ball into holes poked in the soil to a depth that allows the fertilizer to be poured below the root zone of adjacent shrubs and grass, to avoid burning of these Trees.
  - e. Water Trees and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off Tree leaves immediately after fertilizing.
  - f. Mulch: Within 24 hours after planting, Contractor must apply mulch in the planted area(s). The mulch must be uniformly applied to a depth of approximately one inch, or other depth as indicated otherwise, over all shrub and ground cover areas, (except Wedelia) and in three-foot (3') diameter circles around trees and palms in sod areas. Keep mulch back one (1") inch from trunks or stems.
  - g. Staking and Guying
    - 1. As detained in in ANSI A300 (Part 6)-2012 Planting and Transplanting/ 2015 FDOT Design Standards where applicable.
    - 2. The Contractor must remove and dispose of materials when it is determined that sufficient time has elapsed for the roots to stabilize the Tree, and as approved by the Town.
  - h. Watering After Planting
    - 1. Initially, water the Tree to develop uniform coverage and deep water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from Tree roots.
    - 2. Provide continuous watering of Tree and sod after planting in order to achieve optimum growth conditions to establish the Tree. Water must be applied as necessary and the amount of water and frequency of watering must be based on the specific needs of each tree type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering must begin after the Tree is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All trees must be hand-watered during this period. Hand watering may be performed by truck or tank if water is not available at the site. Do not rely on any irrigation system that may be present to achieve this task. It may deliver the volume of water required, without flooding areas beyond where water is needed or over-watering other landscape material or it may not be operational. New sod that is needed as a result of the Work performed, must be of the St. Augustine variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
    - 3. Canopy watering of existing, transplanted trees may be required at the discretion of the Town, using misting heads on PVC risers to cover entire canopy. Operate by hand or on a time clock to spray as required to keep soil at root ball from getting too wet.
  - i. Pruning and Thinning
    - 1. All Work must be consistent with ANSI 300 Standards.

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

j. Weeding

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

k. Removal of Tree Material

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

**3.16 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE**

A. Maintenance Prior to Final Acceptance:

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

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

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

### **3.17 WORK TO BE PERFORMED**

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

- i. Work includes stump and complete root system and ball removal, and disposal.
  - ii. For Trees and Palms in excess of 36", Work Order to detail specifications for removal/disposal inclusive of all Work to be performed, materials to be used and breakdown of costs.
- 2. Stump Removal
  - i. Work includes root system and ball removal, and disposal.
- 3. Tree Relocation
  - i. Work includes root severing, boot ball protection, watering for six (6) weeks, 2 days per week pre-transplant, calling for locates, digging new planting site, and watering for eight (8) weeks, 2 days per week post-transplant.
  - ii. For relocation of Trees in excess of 18", Work Order to detail specifications for relocation inclusive of all Work to be performed, materials to be used and breakdown of costs.
- 4. Grading
  - i. All plant material to be removed must be removed completely, including the rootball, and disposed of in accordance with the requirements of the Contract. The remaining hole must be filled with suitable material or planting soil as directed by the Town.
    - a. It is the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise in the Work Order, which may include plans, drawings or sketches.
    - b. Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs must be set so that the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing or as otherwise indicated in the Work Order.
- 5. Sod Installation
  - i. New sod that is needed as a result of the Work performed, must be of the St. Augustine variety, unless otherwise specified by the Town, and must be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
- B. The Work includes, but not be limited to, tree removal, proper disposal methods meeting environmental standards, utility locates, tree relocation, protection to the public, maintenance of traffic, excavation, stump grinding, backfilling, cleanup, maintenance and guarantee. In cases where there is a utility conflict, the Contractor shall use all possible means and methods, inclusive of manual work such as hand digging, to perform the Work and avoid damage to utilities.
- C. All Work must be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

**END OF SECTION**

**SECTION 4**  
**CONTRACT PRICING**

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

1. **Furnish & Install**

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

2. **Install Only**

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

3. **Delivery and Install**

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

4. **Stump Removal**

Includes performing all work required by the Contract

5. **Relocation**

Includes performing all work required by the Contract

6. **Root Barrier Installation**

Includes root barrier material purchase, delivery and installation

**END OF SECTION**

TREE AND PALM PURCHASE, INSTALLATION REMOVAL AND RELOCATION SERVICES - BID FORM  
ITB 2016-16

ITEM #	DESCRIPTION	DBH	UNIT COST
1	Removal of Trees	0"-6"	\$55.00
2	Removal of Trees	>6"-12"	\$95.00
3	Removal of Trees	>12"-18"	\$150.00
4	Removal of Trees	>18"-24"	\$250.00
5	Removal of Trees	>24"-30"	\$750.00
6	Removal of Trees	>30"-36"	\$840.00
7	Removal of Palm	under 18"	\$120.00
8	Removal of Palm	>18"-24"	\$175.00
9	Removal of Palm	>24"-30"	\$350.00
Note: For trees & Palms in excess of 36" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot 1-A):			\$3,185.00

ITEM #	DESCRIPTION	DBH	UNIT COST
1	Stump	≤ 18"	\$85.00
2	Stump	>18"-24"	\$175.00
3	Stump	>24"-30"	\$260.00
4	Stump	>30"-36"	\$375.00
Note: For Stumps in excess of 36" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot 1-B):			\$895.00

ITEM #	DESCRIPTION	DBH	UNIT COST
1	Tree Relocation	0"-6"	\$800.00
2	Tree Relocation	>6"-12"	\$850.00
3	Tree Relocation	>12"-18"	\$1,010.00
Note: For Relocations in excess of 18" DBH requires a Work Order Proposal in accordance with the Contract Documents			
Total Amount (Lot 1-C):			\$2,660.00

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST SIZE: 25 GAL. 10'H - 12'H	UNIT COST SIZE: 45 GAL. 12'H - 14'H	Installation ONLY	
				Size 25Gal. 10'-12' H	Installation ONLY Size 45Gal. 12'-14' H
1	Bauhinia variegata candida, White Orchid Tree	\$265.00	\$565.00	\$159.00	\$339.00
2	Brachycthon acerifolia, Illawarra Flame Tree	\$315.00	\$650.00	\$189.00	\$390.00
3	Brya ebenus, Cocowood	\$375.00	\$690.00	\$225.00	\$414.00
4	Bulnesia arborea, Verawood	\$315.00	\$665.00	\$199.00	\$339.00
5	Butea monosprema, Palash	\$515.00	\$875.00	\$309.00	\$525.00
6	Caesalpinia sp. Dwarf poliniana	\$315.00	\$565.00	\$189.00	\$339.00
7	Caesalpinia granatillo, Bridalveil Tree	\$447.00	\$794.00	\$266.20	\$476.40
8	Cananga odorata, Cananga Tree	\$315.00	\$665.00	\$189.00	\$339.00
9	Cassia bakeriana, Pink Shower Tree	\$375.00	\$690.00	\$225.00	\$414.00
10	Cassia fistula, Golden Shower Tree	\$315.00	\$565.00	\$189.00	\$339.00
11	Cassia grandis, Pink Shower Tree	\$315.00	\$665.00	\$189.00	\$339.00
12	Cassia javanica, Java Cassia	\$375.00	\$625.00	\$225.00	\$375.00
13	Cassia surattensis, Glaucous cassia	\$315.00	\$565.00	\$189.00	\$339.00
14	Cordia sebestena, Orange Gelger	\$300.00	\$441.00	\$180.00	\$264.60
15	Eugenia sp., Stoppers/Surinam cherry	\$315.00	\$565.00	\$189.00	\$339.00
16	Lagerstroemia speciosa, Queen's Crape Myrtle	\$353.00	\$706.00	\$211.80	\$423.60
17	Lagerstroemia indica, Crape Myrtle	\$353.00	\$706.00	\$211.80	\$423.60
18	Magnolia grandifolia 'D.D. Blanchard', Southern	\$265.00	\$405.00	\$159.00	\$243.00
19	Magnolia grandifolia 'Little Gem', Dwarf Southern	\$265.00	\$405.00	\$159.00	\$243.00
20	Murraya paniculata, Orange jessamine	n/a	n/a	#VALUE!	#VALUE!
21	Myrica carifera, Wax myrtle	\$215.00	\$490.00	\$129.00	\$294.00
22	Plumeria rubra, Plumeria	\$315.00	\$565.00	\$189.00	\$339.00
23	Spathodea campanulata, African tuliptree	\$315.00	\$565.00	\$189.00	\$339.00
24	Tabebuia caribaea, Yellow Tabebuia	\$315.00	\$565.00	\$189.00	\$339.00
25	Tabebuia heterophylla, Pink Tabebuia	\$265.00	\$495.00	\$159.00	\$297.00
26	Tabebuia impetiginosa, Purple Tabebuia	\$265.00	\$353.00	\$159.00	\$211.80
27	Tipuan ipu, Rosewood and Pride of Bolivia	\$315.00	\$565.00	\$189.00	\$339.00
28	Triplaris cumingiana, Ant Tree	\$315.00	\$565.00	\$189.00	\$339.00
<b>Total Amount for Each Size, (Lot II-A):</b>		<b>\$8,728.00</b>	<b>\$15,670.00</b>		
<b>Total Amount for All sizes(Lot II-A):</b>		<b>\$24,398.00</b>			

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON) SMALL TREES	UNIT COST SIZE: 15 GAL. 5'H - 6'H	UNIT COST SIZE: 25 GAL. 8'H - 10'H	UNIT COST SIZE: 45 GAL. 10'H - 12'H	Installation ONLY SIZE: 15 GAL. 5'H - 6'H	Installation ONLY SIZE: 25 GAL. 8'H - 10'H	Installation ONLY SIZE: 45 GAL. 10'H - 12'H
1	Chrysophyllum oliviforme, Satir	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
2	Conocarpus erectus var. serice	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
3	Eriobotrya japonica, Loquat	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
4	Ilex cassine, Dahoon Holly	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
5	Ilex x attenuata, East Palatka H	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
6	Jatropha integrifolia, Jatropha	\$140.00	\$264.00	\$529.00	\$84.00	\$180.00	\$317.40
7	Ligustrum lucidum, Wax Privet	\$230.00	\$368.00	\$430.00	\$138.00	\$230.00	\$258.00
8	Pinus elliotti var densa, South H	\$175.00	\$228.00	\$617.00	\$105.00	\$123.00	\$370.20
<b>Total Amount for Each Size (Lot II - B) :</b>		<b>\$1,245.00</b>	<b>\$2,180.00</b>	<b>\$4,221.00</b>			
<b>Total Amount for All sizes (Lot II - B) :</b>			<b>\$7,646.00</b>				

ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON) SHADE TREE	UNIT COST SIZE: 25 GAL. 10'H - 12'H	UNIT COST SIZE: 48 GAL. 12'H - 14'H	UNIT COST SIZE: 65 GAL. 14'H - 18'H	Installation ONLY SIZE: 25 GAL. 10'H - 12'H	Installation ONLY SIZE: 48 GAL. 12'H - 14'H	Installation ONLY SIZE: 65 GAL. 14'H - 18'H
1	Busera Simaruba, Gumbo Limbo	\$240.00	\$380.00	\$490.00	\$144.00	\$228.00	\$294.00
2	Calophyllum brasiliense, Brazilian Beautyleaf	\$246.00	\$511.00	\$634.00	\$147.60	\$306.60	\$380.40
3	Chrysophyllum oliviforme, Satinleaf	\$265.00	\$440.00	\$529.00	\$159.00	\$264.00	\$317.40
4	Coccoloba diversifolia, Pigeon Plum	\$265.00	\$529.00	\$706.00	\$159.00	\$317.40	\$423.60
5	Coccoloba uvifera, Seagrape	\$265.00	\$493.00	\$529.00	\$159.00	\$295.80	\$317.40
6	Conocarpus erectus var. sericeus, Silver Buttonwood	\$265.00	\$493.00	\$529.00	\$159.00	\$295.80	\$317.40
7	Conocarpus erectus, Green Buttonwood	\$299.00	\$511.00	\$617.00	\$179.40	\$306.60	\$370.20
8	Krugiodendron ferreum, Black Ironwood	\$440.00	\$690.00	\$950.00	\$264.00	\$414.00	\$570.00
9	Lysiloma bahamensis, Wild tamarind	\$315.00	\$500.00	\$1,250.00	\$189.00	\$300.00	\$750.00
10	Lysiloma latifolium, Wild tamarind	\$315.00	\$500.00	\$1,250.00	\$189.00	\$300.00	\$750.00
11	Magnolia grandifolia 'D.D. Blanchard', Southern Magnolia	\$159.00	\$441.00	\$653.00	\$95.40	\$264.60	\$391.80
12	Pinus elliottii var densa, South Florida Slash Pine	\$228.00	\$617.00	\$706.00	\$136.80	\$370.20	\$423.60
13	Peltophorum pterocarpum, Yellow poinciana	\$440.00	\$815.00	\$1,250.00	\$264.00	\$489.00	\$750.00
14	Quercus laurifolia, Laurel Oak	\$625.00	\$750.00	\$875.00	\$375.00	\$450.00	\$525.00
15	Quercus virginiana, Live Oak	\$625.00	\$750.00	\$875.00	\$375.00	\$450.00	\$525.00
16	Simarouba glauca, Paradise Tree	\$248.00	\$494.00	\$653.00	\$148.80	\$296.40	\$391.80
17	Swietenia mahagoni, Mahogany	\$248.00	\$494.00	\$653.00	\$148.80	\$296.40	\$391.80
18	Taxodium distichum, Bald Cypress	\$248.00	\$494.00	\$653.00	\$148.80	\$296.40	\$391.80
<b>Total Amount for Each Size (Lot II-C)</b>		<b>\$5,736.00</b>	<b>\$9,902.00</b>	<b>\$13,802.00</b>			
<b>Total Amount for All sizes (Lot II-C)</b>			<b>\$29,440.00</b>				

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST SIZE: 8'H - 10'H	UNIT COST SIZE: 12'H - 14'H	Installation ONLY SIZE: 8'H - 10'H	Installation ONLY SIZE: 12'H - 14'H
1	Sabal Palmetto, Cabbage Palm, Minor, Slick	\$288.00	\$431.00	\$172.80	\$258.60
Total Amount for Each Size (Lot II-D)		\$288.00	\$431.00		
Total Amount for All Sizes (Lot II-D)			\$719.00		

ITEM #	DESCRIPTION, (BOTANICAL NAME,COMMON)	UNIT COST SIZE: 8'H - 8'H SINGLE	UNIT COST SIZE: 8'H - 10'H SINGLE	UNIT COST SIZE: 12'H - 14'H SINGLE	Installation ONLY SIZE: 8'H - 8'H SINGLE	Installation ONLY SIZE: 8'H - 10'H SINGLE	Installation ONLY SIZE: 12'H - 14'H SINGLE
1	Acroelaphie wrightii, Paurotis Palm	\$375.00	\$625.00	\$875.00	\$225.00	\$375.00	\$525.00
2	Archontophoenix alexandriae, Alexandra Palm	\$280.00	\$350.00	\$525.00	\$168.00	\$210.00	\$315.00
3	Bismarckia nobilis, Bismarck Palm	\$580.00	\$850.00	\$1,250.00	\$330.00	\$510.00	\$6,750.00
4	Bulia capitata, Pindo Palm	\$375.00	\$625.00	\$875.00	\$225.00	\$375.00	\$525.00
5	Caryota mitis, Clustered fishtail Palm	\$195.00	\$275.00	\$480.00	\$117.00	\$165.00	\$285.00
6	Chamaedorea cataractarum, Cat Palm	\$225.00	\$400.00	n/a	\$135.00	\$240.00	#VALUE!
7	Chamaedorea seifrizii, Bamboo Palm	\$375.00	\$625.00	n/a	\$225.00	\$375.00	#VALUE!
8	Chamaerops humilis, European fan Palm	\$600.00	\$800.00	n/a	\$360.00	\$480.00	#VALUE!
9	Cocos nucifera 'Green Malaysian', Green Malaysian coconuts; Straight trunks	\$423.00	\$495.00	\$706.00	\$253.80	\$297.00	\$423.60
10	Cocos nucifera 'Maypan', Maypan coconuts;	\$423.00	\$495.00	\$706.00	\$253.80	\$297.00	\$423.60
11	Coccothrinax argentata, Silver Palm	\$2,216.00	\$2,956.00	\$4,435.00	\$1,329.60	\$1,773.00	\$2,661.00
12	Dictyosperma album, Hurricane Palm	\$875.00	n/a	n/a	\$525.00	#VALUE!	#VALUE!
13	Dypsis/Neodypsis decaryi triangle Palm	\$190.00	\$375.00	\$625.00	\$114.00	\$225.00	\$375.00
14	Dypsis/Neodypsis decaryi triangle Palm	\$280.00	\$350.00	\$525.00	\$168.00	\$210.00	\$315.00
15	Hyophorbe lagenicaulis, Bottle Palm	\$280.00	\$350.00	\$525.00	\$168.00	\$210.00	\$315.00
16	Hyophorbe verschaffelii, Spindle Palm	\$500.00	n/a	n/a	\$300.00	#VALUE!	#VALUE!
17	Lalania loddigesii, Blue lantania	\$240.00	\$420.00	\$590.00	\$144.00	\$252.00	\$354.00
18	Livistona chinensis, Chinese roundleaf fan Palm	\$8,500.00	\$10,640.00	\$14,900.00	\$6,100.00	\$6,384.00	\$9,940.00
19	Phoenix dactylifera 'Medjool', Medjool date Palm	\$4,457.00	\$5,570.00	\$7,900.00	\$2,674.20	\$3,342.00	\$4,680.00
20	Phoenix dactylifera 'Medjool', Medjool date Palm; Straight cut & pressure cleaned	\$1,000.00	\$1,250.00	\$1,750.00	\$600.00	\$750.00	\$1,050.00
21	Phoenix reclinata, Senegal date Palm	\$565.00	\$1,129.00	\$1,500.00	\$339.00	\$677.40	\$990.00
22	Ptychosperma elegans, Solitaire Palm	\$388.00	\$564.00	\$835.00	\$232.80	\$338.40	\$511.00
23	Ptychosperma macarthurii, MacArthur Palm	\$800.00	\$375.00	\$600.00	\$180.00	\$225.00	\$360.00
24	Roystonia regia, Florida Royal Palm	\$800.00	\$1,000.00	\$1,300.00	\$490.00	\$600.00	\$960.00
25	Syagrus romanzoffianum, Queen Palm	\$200.00	\$350.00	\$500.00	\$120.00	\$210.00	\$300.00
26	Thrinax spp., Thatch Palm	\$700.00	\$875.00	\$1,225.00	\$420.00	\$625.00	\$735.00
27	Washingtonia robusta, Mexican fan Palm	\$275.00	\$300.00	\$525.00	\$165.00	\$180.00	\$315.00
28	Veitchia whitei, Winni Palm	\$200.00	\$325.00	\$475.00	\$120.00	\$195.00	\$285.00
Total Amount of Each Size (Lot E):		\$25,787.00	\$32,368.00	\$53,627.00			
Total Amount for All sizes (Lot E):			\$111,782.00				

**PLANT COSTS - PALMS**

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST SIZE: 8'H - 8'H DOUBLE	UNIT COST SIZE: 8'H - 10'H DOUBLE	UNIT COST SIZE: 12'H - 14'H DOUBLE	Installation ONLY SIZE: 8'H - 8'H DOUBLE	Installation ONLY Size: 8'H-10-H DOUBLE	Installation ONLY SIZE: 12'H - 14'H DOUBLE
1	Adonidia merrilli, Christmas Palm	\$402.00	\$632.00	\$661.00	\$241.20	\$379.20	\$396.60
2	Coccothrinax argentata, Florida Silver Palm	\$2,300.00	\$2,990.00	\$4,600.00	\$1,380.00	\$1,794.00	\$2,760.00
3	Phoenix roebelenii, Pygmy Date Palm	\$241.00	\$310.00	\$345.00	\$144.60	\$186.00	\$207.00
4	Ptychosperma elegans, Solitaire Palm	\$388.00	\$564.00	\$635.00	\$232.80	\$338.40	\$381.00
5	Veitchia montgomeryana, Montgomery Palm	\$388.00	\$564.00	\$635.00	\$232.80	\$338.40	\$381.00
6	Wodyetia bifurcata, Foxtail Palm	\$388.00	\$564.00	\$635.00	\$232.80	\$338.40	\$381.00
<b>TOTAL AMOUNT FOR EACH SIZE (LOT II - F)</b>		<b>\$4,107.00</b>	<b>\$5,624.00</b>	<b>\$7,511.00</b>			
<b>TOTAL AMOUNT FOR ALL SIZES (LOT II - F)</b>			<b>\$17,242.00</b>				

ITEM #	DESCRIPTION, (BOTANICAL NAME, COMMON)	UNIT COST		UNIT COST		Installation ONLY		Installation ONLY	
		SIZE: 6'H - 8'H TRIPLE	SIZE: 8'H - 10'H TRIPLE	SIZE: 12'H - 14'H TRIPLE	Installation ONLY Size 6'H - 8'H TRIPLE	Installation ONLY Size 8'H-10'H TRIPLE	Installation ONLY Size 12'H - 14'H TRIPLE		
1	Coccothrinax argenteata, Florida Silver Palm	\$2,300.00	\$2,990.00	\$4,600.00	\$1,380.00	\$1,794.00	\$2,760.00		
2	Pythosperma elegans, Solitaire Palm	\$402.00	\$575.00	\$690.00	\$241.20	\$345.00	\$414.00		
3	Veitchia montgomeryana, Montgomery Palm	\$402.00	\$575.00	\$690.00	\$241.20	\$345.00	\$414.00		
4	Wodyetia bifurcate, Foxtail Palm	\$402.00	\$575.00	\$690.00	\$241.20	\$345.00	\$414.00		
<b>TOTAL AMOUNT FOR EACH SIZE (LOT II - G)</b>		<b>\$3,506.00</b>	<b>\$4,715.00</b>	<b>\$6,670.00</b>					
<b>TOTAL AMOUNT FOR ALL SIZES (LOT II - G)</b>		<b>\$14,891.00</b>							

ITEM #	DESCRIPTION, (BONTANICAL NAME,COMMON)	UNIT COST SIZE: 20' CT; 35' High
1	Phoenix sylvestris-Sylvester Date Palm (Installation Only)	\$1,950.00
2	Phoenix sylvestris-Sylvester Date Palm (All inclusive)	\$6,425.00

Item #	DESCRIPTION	UNIT COST
1	12 inch-80' carton	\$ 375.00
2	24 inch-40' carton	\$ 363.00
3	>12-13 cartons-shipping fees	\$ 0.00

Price includes installation

ITEM #	DESCRIPTION	UNIT COST
1	Palm & Tree Delivery up to 14' Overall Height	\$2.89 per mile
2	Palm & Tree Delivery larger than 14' High	\$4.13 per mile
3	Specialty crew hourly rate	\$26.00 per hour

SECTION 5

CONTRACT EXECUTION FORM

This Contract 2016-20 made this 1<sup>st</sup> day of February ~~January~~ in the year 2016 by and between the Town of Miami Lakes, Florida, with offices at 6601 Main Street, Miami Lakes, FL 33154," and SFM Services, Inc. with offices at 9700 NW 97<sup>th</sup> Avenue Hialeah Gardens, FL 33016.

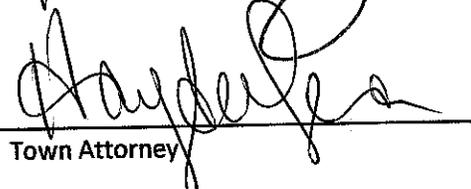
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By:   
Gina Inguanzo, Town Clerk

By:   
Alex Rey, Town Manager

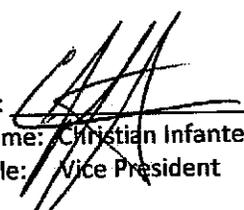
By:   
Town Attorney

Signed, and witnessed in the presence of:

As to the Contractor:

SFM Services, Inc.

By:   
MARIO CANTERO

By:   
Name: Christian Infante  
Title: Vice President

**CORPORATE RESOLUTION**

WHEREAS, SFM Services, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

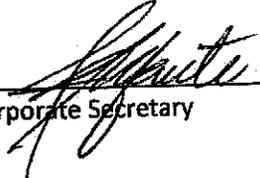
WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President  
(type title of officer)

Christian Infante, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 25<sup>th</sup> day of Jan., 2016.

  
Corporate Secretary

Attachment A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_ *N/A*

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

SFMSE-1

OP ID: TL

DATE (MM/DD/YYYY)

01/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>BROWN &amp; BROWN OF FLORIDA INC</b> 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez	CONTACT NAME: <b>Fausto Alvarez</b>	
	PHONE (A/C, No, Ext): <b>305-364-7800</b> FAX (A/C, No): <b>305-714-4401</b>	
INSURED <b>SFM Services, Inc.</b> <b>SFM Janitorial Services LLC</b> 9700 NW 79 Avenue Hialeah, FL 33016	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Amerisure Insurance Company</b>	<b>19488</b>
	INSURER B: <b>The North River Ins. Company</b>	<b>21105</b>
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL20654890701	11/01/2015	11/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Emp Ben. \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA206549106	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5811061437	11/01/2015	11/01/2016	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>6,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2066144	12/12/2015	12/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Contract 2016-20, Tree Purchase & Installation**  
**Town of Miami Lakes is listed as Additional Insured with respects to General Liability coverage when required by written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>MIA-LAK</b>  <b>Town of Miami Lakes</b> <b>6601 Main Street</b> <b>Miami Lakes, FL 33154</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brown and Brown of Florida, Inc.
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