

# INVITATION TO BID

## LAKE MAINTENANCE SERVICES

**ITB No. 2021-08**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Luis Collazo  
Councilmember Carlos Alvarez  
Councilmember Jeffrey Rodriguez  
Councilmember Joshua Dieguez  
Councilmember Tony Fernandez  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	Tuesday, December 1, 2020
<b>Bids Due</b>	10:00 AM, Tuesday, December 22, 2020

Lake Maintenance Services

ITB 2021-08

**Table of Contents**

**Section A. NOTICE TO BIDDERS ..... 5**

**Section B. INSTRUCTIONS TO BIDDERS..... 7**

B1 DEFINITION OF TERMS ..... 7

B2 BID PROCESS..... 9

    B2.01 GENERAL REQUIREMENTS FOR BID PROCESS ..... 9

    B2.02 PREPARATION OF BID ..... 9

    B2.03 ESTIMATED QUANTITIES ..... 9

    B2.04 LINE ITEM QUANTITIES..... 9

    B2.05 ADDITIONAL LINE ITEM PRICING ..... 9

    B2.06 BID PREPARATION COSTS AND RELATED COSTS ..... 9

    B2.07 QUALIFICATION OF BIDDERS ..... 10

    B2.08 EXAMINATION OF CONTRACT DOCUMENTS..... 10

    B2.09 INTERPRETATIONS AND CLARIFICATIONS ..... 10

    B2.10 POSTPONEMENT OF BID OPENING DATE..... 10

    B2.11 ACCEPTANCE OR REJECTION OF BIDS ..... 10

    B2.12 WITHDRAWAL OF BID ..... 11

    B2.13 OPENING OF BIDS..... 11

    B2.14 LOCAL PREFERENCE..... 11

    B2.15 TIE BIDS..... 11

    B2.16 AWARD OF CONTRACT(S)..... 11

    B2.17 BID PROTEST PROCESS ..... 12

    B2.18 EXECUTION OF CONTRACT ..... 12

    B2.19 PERFORMANCE & PAYMENT BONDS ..... 12

B3 REQUIRED FORMS & AFFIDAVITS..... 12

    B3.01 COLLUSION ..... 12

    B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT..... 12

    B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK..... 12

    B3.04 PUBLIC RECORDS AFFIDAVIT ..... 13

B3.05 PUBLIC ENTITY CRIMES ACT .....	13
<b>Section C. GENERAL TERMS &amp; CONDITIONS .....</b>	<b>14</b>
C1 GENERAL REQUIREMENTS.....	14
C1.01 GENERALLY .....	14
C1.02 RULES AND REGULATIONS .....	14
C1.03 HOURS FOR PERFORMING WORK .....	14
C1.04 SUBCONTRACTORS.....	14
C1.05 CONSULTANT SERVICES.....	15
C1.06 AUTHORITY OF THE PROJECT MANAGER .....	15
C1.07 INDEPENDENT CONTRACTOR.....	16
C1.08 THIRD-PARTY BENEFICIARIES .....	16
C1.09 ASSIGNMENT OR SALE OF CONTRACT .....	16
C1.10 TIME FOR COMPLETION .....	16
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION.....	16
C1.12 NON-EXCLUSIVE CONTRACT.....	16
C1.13 SEVERABILITY.....	17
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS.....	17
C1.15 ENTIRE AGREEMENT.....	17
C1.16 INTENTION OF THE TOWN .....	17
C1.17 PRIORITY OF PROVISIONS.....	17
C1.18 ROYALTIES AND PATENTS.....	18
C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION .....	18
C1.20 VEHICLES & EQUIPMENT .....	18
C1.21 OWNERSHIP OF THE WORK.....	18
C1.22 TOWN LICENSES, PERMITS AND FEES .....	18
C1.23 TAXES.....	19
C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL.....	19
C1.25 DEFECTIVE OR NON-COMPLIANT WORK.....	19
C1.26 COMPLIANCE WITH APPLICABLE LAWS.....	20
C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA .....	20
C1.28 NOTICES.....	20
C2 INDEMNITY & INSURANCE .....	21

C2.01 INDEMNIFICATION .....	21
C2.02 CONTRACTOR’S RESPONSIBILITY FOR DAMAGES TO THE WORK .....	21
C2.03 DEFENSE OF CLAIMS.....	21
C2.04 INSURANCE.....	22
C3 PUBLIC RECORDS.....	23
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS .....	23
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS.....	24
C4.01 CHANGE ORDERS.....	24
C4.02 FORCE MAJEURE.....	25
C4.03 EXTENSION OF TIME.....	25
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE .....	27
C4.05 CLAIMS .....	27
C4.06 CONTINUING THE WORK.....	28
C4.07 FRAUD AND MISREPRESENTATION .....	28
C4.08 STOP WORK ORDER.....	28
C4.09 MATERIALITY AND WAIVER OF BREACH .....	29
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN .....	29
C4.11 CONTRACT EXTENSION.....	29
C5 EARLY TERMINATION & DEFAULT .....	29
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS .....	29
C5.02 CONTRACTOR DEFAULT.....	29
C5.03 TERMINATION FOR CONVENIENCE .....	30
C5.04 REMEDIES AVAILABLE TO THE TOWN .....	31
C5.05 FUNDS AVAILABILITY .....	31
C6 PAYMENT PROCESS .....	31
C6.01 COMPENSATION.....	31
C6.02 ESTIMATED QUANTITIES .....	31
C6.03 LINE-ITEM PRICING.....	32
C6.04 LINE-ITEM QUANTITIES .....	32
C6.05 ADDITIONAL LINE ITEM PRICING.....	32
C6.06 REIMBURSIBLE EXPENSES.....	32
<b>Section D. SPECIAL TERMS &amp; CONDITIONS .....</b>	<b>33</b>

D1 SCOPE OF WORK .....	33
D2 LAKE LOCATIONS.....	33
D3 EQUIPMENT REQUIREMENTS .....	33
D4 PERSONNEL REQUIREMENTS.....	33
D5 DESIRED SERVICES TO BE PROVIDED .....	34
D5.01 MAINTENANCE CYCLE .....	34
D5.02 DEBRIS REMOVAL.....	34
D5.03 INSPECTION.....	34
D5.04 BACTERIA MONITORING .....	35
D6 SCHEDULING .....	35
D7 ACCEPTABLE QUALITY LEVEL (AQL) AQUATIC WEED CONTROL .....	35
D8 QUALITY CONTROL INSPECTIONS .....	35
D8.01 MAINTENANCE QUALITY .....	35
D8.02 MAINTENANCE STANDARDS AND WORK METHODS.....	35
D9 REPORTS.....	35
D10 additional services .....	36
D11 CONTRACT TERM .....	36
D12 COMPENSATION .....	36
D13 MATERIAL SAFETY DATA SHEETS .....	36
D14 DEBRIS HAULING AND DISPOSAL.....	37
D15 INSPECTION OF THE WORK.....	37
D16 SUBSTITUTIONS.....	37
D17 WARRANTY.....	37
D18 STAGING SITE .....	37
D19 PERA PERMITS AND APPROVALS .....	37
D20 LAKE MAINTENANCE MANAGEMENT PROGRAM.....	37
D21 PERFORMANCE MEASUREMENT AND REPORTING .....	38
D22 PERFORMANCE MANAGEMENT .....	38
<b>Section E. BIDDER’S PROPOSAL.....</b>	<b>39</b>

## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Lake Maintenance Services  
**ITB No.:** 2021-08  
**Bids Due:** 10:00 AM, Tuesday, December 22, 2020

### **Solicitation Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide lake maintenance services ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 10:00 AM on December 22, 2020**, at which time the Bids will be opened.

### **General Instructions:**

**Bidders must carefully review all the materials contained herein and prepare their Bids accordingly.** The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or on DemandStar's website at [www.demandstar.com](http://www.demandstar.com). If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

### **Minimum Requirements to Submit a Response:**

To be eligible for award of this project, bidders must:

1. Possess valid Pesticide/Herbicide applicator certifications issued by the State of Florida to perform the Work inclusive of aquatic maintenance/treatment/management services and be able to perform such Work in Miami-Dade County;
2. Possess a minimum of three (3) years of experience performing lake maintenance services;
3. Must have completed at least three (3) contracts of a similar size, scope and complexity demonstrated through three (3) client reference letters;
4. Have a Field Supervisor with a minimum of three (3) years of field supervisory experiences on work of a similar size, scope, and complexity.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or**

**otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm, or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **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.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.



18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **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.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **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.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance 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.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

#### *(i) Joint Venture or Teaming Agreements*

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

### **B2.02 PREPARATION OF BID**

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

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

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

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

### **B2.03 ESTIMATED QUANTITIES**

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

### **B2.04 LINE ITEM QUANTITIES**

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

### **B2.05 ADDITIONAL LINE ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

### **B2.06 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to

commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

#### B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

#### B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

**B2.12 WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

**B2.13 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.14 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

**B2.15 TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

**B2.16 AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all

necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

#### **B2.17 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

#### **B2.18 EXECUTION OF CONTRACT**

The Contractor(s) must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

#### **B2.19 PERFORMANCE & PAYMENT BONDS**

The Contractor(s) must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of \$100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

### **B3 REQUIRED FORMS & AFFIDAVITS**

#### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

#### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

#### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or 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.

#### **B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### **B3.05 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 rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## SECTION C. GENERAL TERMS & CONDITIONS

### C1 GENERAL REQUIREMENTS

#### C1.01 GENERALLY

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.

#### C1.02 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.

#### C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

#### C1.05 CONSULTANT SERVICES

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

#### C1.06 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 Project Manager may delegate some of the authority contained in this Article to a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, 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 and/or designee 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 or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed 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.

#### C1.07 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.

#### C1.08 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.

#### C1.09 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.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer 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.

#### C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### C1.11 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.

#### C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

#### C1.13 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.

#### C1.14 CONTRACT DOCUMENTS CONTAIN 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.

#### C1.15 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.

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

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

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

#### C1.18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

#### C1.20 VEHICLES & 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.

#### C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

#### C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid 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

ensure 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.

#### C1.23 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.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### C1.24 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).

#### C1.25 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. 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, or obligate the Town to accept the defective Work.

**C1.26 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.

**C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

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.

**C1.28 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:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
Deputy Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

For Contractor:

Lake and Wetland Management, Inc.  
Stuart Fischer  
5301 N. Federal Hwy. Ste. 204  
Boca Raton, FL 33487  
[office@lakelandwetland.com](mailto:office@lakelandwetland.com)

Space intentionally left blank

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.

## **C2 INDEMNITY & INSURANCE**

### **C2.01 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.

### **C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts 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.

### **C2.03 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 all assistance which the Town may require of the Contractor.

## C2.04 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.

b. *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.

c. *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 \$1,000,000 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.

- (1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** 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.

- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
- a) Employees included as insured
  - b) Contingent Liability/Independent Contractors Coverage
  - c) Contractual Liability
  - d) Waiver of Subrogation
  - e) Premises and/or Operations
  - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
  - g) Loading and Unloading
  - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *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.

e. *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 retention in the event of any claim.

### **C3 PUBLIC RECORDS**

#### **C3.01 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.



*f. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

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. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **C4 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **C4.01 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make 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, and which are within the general scope of the Contract Documents, 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, 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 both parties. However, under circumstances determined necessary by the Town, a Change Order 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 on the Town's website.

#### C4.02 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 two (2) working days 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. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### C4.03 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 provided for Final Completion 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:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. 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 request for an Excusable Delay must be made within five (5) calendar 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 C4.04, Excusable Delay, Non-Compensable, 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.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, 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 C4.03, and Article C4.04. 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.

#### C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents 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.

#### C4.07 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.

#### C4.08 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:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, 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.

#### **C4.09 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.

#### **C4.10 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.

#### **C4.11 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.

### **C5 EARLY TERMINATION & DEFAULT**

#### **C5.01 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:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. 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

#### **C5.02 CONTRACTOR 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:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. 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;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;

6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*h. 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.

*i. 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.

**C5.03 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");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. 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;
5. 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

6. 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.

#### **C5.04 REMEDIES AVAILABLE TO THE TOWN**

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.

#### **C5.05 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.

### **C6 PAYMENT PROCESS**

#### **C6.01 COMPENSATION**

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The 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. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

#### **C6.02 ESTIMATED QUANTITIES**

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total



quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

**C6.03 LINE-ITEM PRICING**

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated.

The Bid Form contains line-item prices, and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

**C6.04 LINE-ITEM QUANTITIES**

The estimated quantities will be used solely for bid comparison purposes for the to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

**C6.05 ADDITIONAL LINE ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

**C6.06 REIMBURSIBLE EXPENSES**

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

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 include 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.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

**END OF SECTION**

## SECTION D. SPECIAL TERMS & CONDITIONS

### D1 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and supervision required to perform an integrated program of Lake Maintenance and management for the Town's two (2) Lake Maintenance Neighborhood Service Districts. The Work shall include, but not be limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush to control to water's edge, water testing, bacteria testing, aquatics consulting, blue dye treatment to be applied during each maintenance cycle, management reporting and biological control agent permit application in the lake areas designated in Section D2 and Exhibit A. The Town may add additional Lake locations on an as-needed basis.

Contractor(s) will be required to provide the required Lake maintenance services in a safe, efficient, high productive manner, and within a very specific timeframe stipulated by the Town.

### D2 LAKE LOCATIONS

Lake Name	Location	Aquatic Area
Lake Patricia	14201 Lake Childs Ct Miami Lakes, FL 33014	Total approximate area: 18.70 acres
Lake Hilda	6890 White Oak Dr Miami Lakes, FL 33014	Total approximate area: 15.87 acres

### D3 EQUIPMENT REQUIREMENTS

The minimum equipment required per crew for each lake is as follows:

1. Spray boat: one (1) per crew/zone, commercial type spray boat with motor and a chemical tank with pump and motor;
2. Granular Broadcast Spreader (vortex style): one (1) per crew/zone, gas powered with backpack.
3. Backpack Pump Sprayer: one (1) per crew/zone commercial type sprayer.

### D4 PERSONNEL REQUIREMENTS

The Contractor(s) shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. All of the Contractor(s)'s maintenance personnel shall be supervised by a qualified foreman, in the employ of the Contractor(s). The Contractor(s) shall provide phone numbers for at least two contact persons (one primary, one alternate) in a supervisory capacity able to provide information regarding work order status and perform other supervisory tasks. One of these contact persons must be available between the hours of 8:30 AM to 5:00 PM Monday through Friday. The Contractor(s) shall provide efficient communication including telephone and/or email to County personnel within one (1) hour of initial communication.

Contractor(s) shall insure that all employees performing the services under this contract wear appropriate safety equipment, and company uniforms which clearly indicate to the public the name

of the Contractor(s). All employees shall identify themselves and the nature of their work to area residents upon request.

The Town requires a minimum of one (1) crew per site and/or per zone. A crew consist must consist of a minimum of one (1) licensed applicator, one (1) maintenance/clean up person and one (1) supervisor per zone. The supervisor may act in a dual role as licensed applicator or maintenance personnel. The Contractor(s) must ensure adequate staffing levels for productivity and efficiency.

## **D5 DESIRED SERVICES TO BE PROVIDED**

### **D5.01 MAINTENANCE CYCLE**

Contractor must provide a minimum of eighteen (18) treatments per year for each lake at the beginning of each month. Additional maintenance cycles may be added by the Town through the Change Order process.

### **D5.02 DEBRIS REMOVAL**

The Contractor(s) shall be responsible for removing all floating and shoreline debris within the limits of the Lakes during each maintenance cycle. All debris is to be removed entirely from the sites on the same day of service and disposed of in accordance with all applicable codes, laws, rules, and regulations. Floating debris generated by the cycle's chemical treatment must be removed by the Contractor(s) during the same maintenance cycle, prior to inspection. The Contractor(s) will have the option to immediately remove the resulting floating debris or modestly place it on the lakes' shoreline for a period of no more than three (3) working days from the date of initial monthly maintenance to decompose. Prior to the Contractor(s) placing the floating debris on the shoreline, the Contractor(s) must obtain approval from the Project Manager and the abutting homeowner.

### **D5.03 INSPECTION**

Contractor(s) must complete all Lake treatments and services prior to the scheduled inspection. Inability to perform monthly Lake treatments/maintenance shall be communicated to the Town's project manager via email no more than forty-eight (48) hours post scheduled cycle maintenance date. Acceptable reason for failure to comply with regularly scheduled maintenance and re-schedule date/time must be provided.

The Town intends to inspect the work completed by the Contractor(s) within forty-eight (48) hours of receipt of completion notice to very Lake maintenance. Any deficiencies found at time of inspection will be documented in the inspection report and submitted to the Contractor(s) for corrective action. The inspection report will reference the Contract regarding deficiencies. Debris deficiencies need to be corrected by the Contractor(s) within two (2) business days after notification and once corrected, will be immediately inspected by the Project Manager. All other aquatic deficiencies will need to be corrected by the Contractor(s) before the end of the month. Debris found during the first inspection shall be removed by the Contractor(s) within two (2) business days after notification. All aquatic weeds in border grass deficiencies found at the time of inspection will also be documented and reported to the Contractor(s). The Contractor(s) shall perform required treatment prior to the following cycle inspection date. The Project Manager will conduct a final inspection before the end of the month to verify that all deficiencies have been addressed as per the technical specifications of the contract.

The Project Manager will provide continuing inspection of the sites throughout the cycle to ensure compliance of minimum equipment, personnel, safety standards and all maintenance and treatment services as specified in Contract documents.

The Contractor(s) upon completion of service cycle per site, shall provide the Project Manager before 8:00 AM next business day a list for which the service has been completed.

#### **D5.04 BACTERIA MONITORING**

Contractor(s) shall perform bacteria monitoring which, at a minimum, will test for Fecal Coliform Bacteria for each respective Lake. This test shall be performed on a semi-annual basis (every six (6) months) and/or upon request. A conclusive report shall be submitted to the project manager upon receipt of test results.

#### **D6 SCHEDULING**

The Project Manager will provide the Contractor(s) a Lake maintenance schedule to include: a listing of all Lakes to be serviced, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the Contractor(s) to ensure compliance and effective maintenance practices, with consent and approval of the Project Manager. If any unscheduled changes in the assigned schedule are required, the Contractor(s) shall submit said changes to the Project Manager in writing five (5) working days prior to the start of the next service cycle for approval.

#### **D7 ACCEPTABLE QUALITY LEVEL (AQL) AQUATIC WEED CONTROL**

Maintain a clean, healthy lake shelf area free of all unwanted aquatic vegetation. Maintain the shoreline one (1) foot above the water line free of all grasses, brush, and weeds.

#### **D8 QUALITY CONTROL INSPECTIONS**

##### **D8.01 MAINTENANCE QUALITY**

The quality objective of all services and materials provided by Contractor(s) in accordance with conditions and specifications herein is to maintain lakes free of aquatic weeds/debris to provide a healthy, safe, clean, attractive condition throughout the term of the Contract.

##### **D8.02 MAINTENANCE STANDARDS AND WORK METHODS**

All Work shall be performed in accordance with the highest professional maintenance standards and techniques; in a thorough and skillful manner and under competent Contractor(s)'s supervision to the satisfaction of the Town's Project Manager.

#### **D9 REPORTS**

The Contractor(s) must maintain comprehensive and legible records to be submitted per cycle and at the request of the Project Manager. The Contractor(s) shall adhere to the following reporting guidelines:

1. At the end of each cycle, the Contractor(s) must submit a copy of the Contractor(s)'s pesticide record keeping form.
2. Contractor(s) shall submit a bacterium monitor report conducted on a semi-annual and/or upon request for each respective Lake.
3. Contractor(s) shall provide a Service Report for each site serviced during each cycle and shall include the following information:
  - Date and time of service

- Applicator name
- Location and description of treatment site
- Brand name and total amount of pesticide applied
- Type of weed, algae, and border grasses treated

#### **D10 ADDITIONAL SERVICES**

The Town may request the Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances the Town will provide a written request to the Contractor that will include the work to be performed and the information provided by the Contractor. Contractor will provide the Project Manager with a work order proposal for review. Upon acceptance of the Work Order proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional work.

#### **D11 CONTRACT TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

#### **D12 COMPENSATION**

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts. The Invoice Form is available on the Town's website at

[http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://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. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract. The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

#### **D13 MATERIAL SAFETY DATA SHEETS**

The Contractor shall furnish to the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Work. Materials shall be limited to chemicals approved by the State of Florida and shall include the exact brand name and generic formula. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the work. The use of chemicals shall conform to the current Town, County and State regulations.

**D14 DEBRIS HAULING AND DISPOSAL**

All debris removed from the waterways during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, PERA, FDEP, and FDOT.

**D15 INSPECTION OF THE WORK**

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

**D16 SUBSTITUTIONS**

The Contractor may request the Town to approve a substitution where the specified materials are not available or to in an effort to improve the treatment of the waterways. Such requests must be submitted in writing to the Town's representative in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

**D17 WARRANTY**

The Contractor warrants that any park herbicide treatment authorized by the Town (Treatment) utilized will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective the Town Manager shall direct the Contractor to retreat the park aquatic area at no additional cost to the Town.

**D18 STAGING SITE**

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment, or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

**D19 PERA PERMITS AND APPROVALS**

Upon execution of the Contract the Contractor shall contact the County's PERA Stormwater Utility Section and obtain all required permits and approvals as applicable for Work under the Contract.

The use of chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, the Contractor shall also notify PERA's Stormwater Utility Section forty-eight (48) hours in advance of performing any herbicide treatment application.

**D20 LAKE MAINTENANCE MANAGEMENT PROGRAM**

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town an written annual lake maintenance

management program inclusive of all areas and services under the Contract. This program shall include, but not limited to, all service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

**D21 PERFORMANCE MEASUREMENT AND REPORTING**

Concurrent with monthly invoicing, the contractor will provide a monthly electronic performance report to the Town. This is to include, but not be limited to, dates of service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, and before and after photographs.

**D22 PERFORMANCE MANAGEMENT**

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour “grace period” in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices. In the event the deficiencies are not corrected before the start of the next cycle, the entire site’s payment will be deducted from that cycle’s invoice.

**END OF SECTION**

**SECTION E. BIDDER'S PROPOSAL**



**ORIGINAL**

## INVITATION TO BID

### LAKE MAINTENANCE SERVICES

**ITB No. 2021-08**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Luis Collazo  
Councilmember Carlos Alvarez  
Councilmember Jeffrey Rodriguez  
Councilmember Joshua Dieguez  
Councilmember Tony Fernandez  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	Tuesday, December 1, 2020
<b>Bids Due</b>	10:00 AM, Tuesday, December 22, 2020



Lake Maintenance Services

ITB 2021-08

**Table of Contents**

**Section A. NOTICE TO BIDDERS ..... 6**

**Section B. INSTRUCTIONS TO BIDDERS..... 8**

B1 DEFINITION OF TERMS ..... 8

B2 BID PROCESS..... 10

    B2.01 GENERAL REQUIREMENTS FOR BID PROCESS ..... 10

    B2.02 PREPARATION OF BID ..... 10

    B2.03 ESTIMATED QUANTITIES ..... 10

    B2.04 LINE ITEM QUANTITIES..... 10

    B2.05 ADDITIONAL LINE ITEM PRICING ..... 10

    B2.06 BID PREPARATION COSTS AND RELATED COSTS ..... 10

    B2.07 QUALIFICATION OF BIDDERS ..... 11

    B2.08 EXAMINATION OF CONTRACT DOCUMENTS..... 11

    B2.09 INTERPRETATIONS AND CLARIFICATIONS ..... 11

    B2.10 POSTPONEMENT OF BID OPENING DATE..... 11

    B2.11 ACCEPTANCE OR REJECTION OF BIDS ..... 11

    B2.12 WITHDRAWAL OF BID ..... 12

    B2.13 OPENING OF BIDS..... 12

    B2.14 LOCAL PREFERENCE..... 12

    B2.15 TIE BIDS..... 12

    B2.16 AWARD OF CONTRACT(S)..... 12

    B2.17 BID PROTEST PROCESS ..... 13

    B2.18 EXECUTION OF CONTRACT ..... 13

    B2.19 PERFORMANCE & PAYMENT BONDS ..... 13

B3 REQUIRED FORMS & AFFIDAVITS..... 13

    B3.01 COLLUSION ..... 13

    B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT..... 13

    B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK..... 13

    B3.04 PUBLIC RECORDS AFFIDAVIT ..... 14

B3.05 PUBLIC ENTITY CRIMES ACT .....	14
<b>Section C. GENERAL TERMS &amp; CONDITIONS .....</b>	<b>15</b>
C1 GENERAL REQUIREMENTS.....	15
C1.01 GENERALLY .....	15
C1.02 RULES AND REGULATIONS .....	15
C1.03 HOURS FOR PERFORMING WORK .....	15
C1.04 SUBCONTRACTORS.....	15
C1.05 CONSULTANT SERVICES.....	16
C1.06 AUTHORITY OF THE PROJECT MANAGER .....	16
C1.07 INDEPENDENT CONTRACTOR.....	17
C1.08 THIRD-PARTY BENEFICIARIES .....	17
C1.09 ASSIGNMENT OR SALE OF CONTRACT .....	17
C1.10 TIME FOR COMPLETION .....	17
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION.....	17
C1.12 NON-EXCLUSIVE CONTRACT.....	17
C1.13 SEVERABILITY.....	18
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS.....	18
C1.15 ENTIRE AGREEMENT.....	18
C1.16 INTENTION OF THE TOWN .....	18
C1.17 PRIORITY OF PROVISIONS.....	18
C1.18 ROYALTIES AND PATENTS.....	19
C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION .....	19
C1.20 VEHICLES & EQUIPMENT .....	19
C1.21 OWNERSHIP OF THE WORK.....	19
C1.22 TOWN LICENSES, PERMITS AND FEES .....	19
C1.23 TAXES.....	20
C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL.....	20
C1.25 DEFECTIVE OR NON-COMPLIANT WORK.....	20
C1.26 COMPLIANCE WITH APPLICABLE LAWS.....	21
C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA .....	21
C1.28 NOTICES.....	21
C2 INDEMNITY & INSURANCE .....	22

C2.01 INDEMNIFICATION .....	22
C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK .....	22
C2.03 DEFENSE OF CLAIMS.....	22
C2.04 INSURANCE.....	22
C3 PUBLIC RECORDS.....	24
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS .....	24
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS.....	25
C4.01 CHANGE ORDERS.....	25
C4.02 FORCE MAJEURE.....	26
C4.03 EXTENSION OF TIME.....	26
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE .....	27
C4.05 CLAIMS .....	28
C4.06 CONTINUING THE WORK.....	29
C4.07 FRAUD AND MISREPRESENTATION .....	29
C4.08 STOP WORK ORDER.....	29
C4.09 MATERIALITY AND WAIVER OF BREACH .....	29
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN .....	30
C4.11 CONTRACT EXTENSION.....	30
C5 EARLY TERMINATION & DEFAULT .....	30
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS .....	30
C5.02 CONTRACTOR DEFAULT.....	30
C5.03 TERMINATION FOR CONVENIENCE .....	31
C5.04 REMEDIES AVAILABLE TO THE TOWN .....	32
C5.05 FUNDS AVAILABILITY .....	32
C6 PAYMENT PROCESS .....	32
C6.01 COMPENSATION.....	32
C6.02 ESTIMATED QUANTITIES .....	32
C6.03 LINE-ITEM PRICING.....	33
C6.04 LINE-ITEM QUANTITIES .....	33
C6.05 ADDITIONAL LINE ITEM PRICING.....	33
C6.06 REIMBURSIBLE EXPENSES.....	33
<b>Section D. SPECIAL TERMS &amp; CONDITIONS .....</b>	<b>34</b>

D1 SCOPE OF WORK .....	34
D2 LAKE LOCATIONS .....	34
D3 EQUIPMENT REQUIREMENTS .....	34
D4 PERSONNEL REQUIREMENTS .....	34
D5 DESIRED SERVICES TO BE PROVIDED .....	35
D5.01 MAINTENANCE CYCLE .....	35
D5.02 DEBRIS REMOVAL.....	35
D5.03 INSPECTION.....	35
D5.04 BACTERIA MONITORING .....	36
D6 SCHEDULING .....	36
D7 ACCEPTABLE QUALITY LEVEL (AQL) AQUATIC WEED CONTROL .....	36
D8 QUALITY CONTROL INSPECTIONS .....	36
D8.01 MAINTENANCE QUALITY.....	36
D8.02 MAINTENANCE STANDARDS AND WORK METHODS.....	36
D9 REPORTS.....	36
D10 ADDITIONAL SERVICES .....	37
D11 CONTRACT TERM .....	37
D12 COMPENSATION .....	37
D13 MATERIAL SAFETY DATA SHEETS .....	37
D14 DEBRIS HAULING AND DISPOSAL.....	38
D15 INSPECTION OF THE WORK.....	38
D16 SUBSTITUTIONS.....	38
D17 WARRANTY.....	38
D18 STAGING SITE .....	38
D19 PERA PERMITS AND APPROVALS .....	38
D20 LAKE MAINTENANCE MANAGEMENT PROGRAM .....	38
D21 PERFORMANCE MEASUREMENT AND REPORTING .....	39
D22 PERFORMANCE MANAGEMENT .....	39
<b>Section E. EXHIBITS.....</b>	<b>40</b>
<b>Section F. BID FORM.....</b>	<b>41</b>
<b>Section G. COMPANY QUALIFICATION QUESTIONNAIRE.....</b>	<b>43</b>
<b>Section H. CLIENT REFERENCE LETTER .....</b>	<b>49</b>

**Section I. ADDENDUM ACKNOWLEDGEMENT FORM ..... 50**  
**Section J. REQUIRED FORMS ..... 51**

## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Lake Maintenance Services  
**ITB No.:** 2021-08  
**Bids Due:** 10:00 AM, Tuesday, December 22, 2020

### Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide lake maintenance services ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 10:00 AM on December 22, 2020**, at which time the Bids will be opened.

### General Instructions:

**Bidders must carefully review all the materials contained herein and prepare their Bids accordingly.** The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or on DemandStar's website at [www.demandstar.com](http://www.demandstar.com). If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

### **Minimum Requirements to Submit a Response:**

To be eligible for award of this project, bidders must:

1. Possess valid Pesticide/Herbicide applicator certifications issued by the State of Florida to perform the Work inclusive of aquatic maintenance/treatment/management services and be able to perform such Work in Miami-Dade County;
2. Possess a minimum of three (3) years of experience performing lake maintenance services;
3. Must have completed at least three (3) contracts of a similar size, scope and complexity demonstrated through three (3) client reference letters;
4. Have a Field Supervisor with a minimum of three (3) years of field supervisory experiences on work of a similar size, scope, and complexity.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or**

**otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.



## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm, or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **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.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **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.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **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.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance 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.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

#### *(i) Joint Venture or Teaming Agreements*

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

### **B2.02 PREPARATION OF BID**

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

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

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

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

### **B2.03 ESTIMATED QUANTITIES**

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

### **B2.04 LINE ITEM QUANTITIES**

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

### **B2.05 ADDITIONAL LINE ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

### **B2.06 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to

commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

#### B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

#### B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

**B2.12 WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

**B2.13 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.14 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

**B2.15 TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

**B2.16 AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all

necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

#### **B2.17 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

#### **B2.18 EXECUTION OF CONTRACT**

The Contractor(s) must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

#### **B2.19 PERFORMANCE & PAYMENT BONDS**

The Contractor(s) must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of \$100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

### **B3 REQUIRED FORMS & AFFIDAVITS**

#### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

#### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

#### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or 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.

#### **B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### **B3.05 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 rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 GENERAL REQUIREMENTS**

#### **C1.01 GENERALLY**

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.

#### **C1.02 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.

#### **C1.03 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### **C1.04 SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.



Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

#### C1.05 CONSULTANT SERVICES

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

#### C1.06 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 Project Manager may delegate some of the authority contained in this Article to a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, 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 and/or designee 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 or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed 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.

**C1.07 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.

**C1.08 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.

**C1.09 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.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer 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.

**C1.10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

**C1.11 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.

**C1.12 NON-EXCLUSIVE CONTRACT**

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

#### C1.13 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.

#### C1.14 CONTRACT DOCUMENTS CONTAIN 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.

#### C1.15 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.

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

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

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

#### C1.18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

#### C1.20 VEHICLES & 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.

#### C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

#### C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid 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

ensure 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.

#### C1.23 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.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### C1.24 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).

#### C1.25 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. 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, or obligate the Town to accept the defective Work.

**C1.26 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.

**C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

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 Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C1.28 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:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
Deputy Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

For Contractor:

(To Be Determined)

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.

## **C2 INDEMNITY & INSURANCE**

### **C2.01 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.

### **C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts 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.

### **C2.03 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 all assistance which the Town may require of the Contractor.

### **C2.04 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.

b. *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.

c. *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 \$1,000,000 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.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** 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.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) CGL Required Endorsements:

- a) Employees included as insured
- b) Contingent Liability/Independent Contractors Coverage
- c) Contractual Liability
- d) Waiver of Subrogation



- e) Premises and/or Operations
- f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g) Loading and Unloading
- h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *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.

e. *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 retention in the event of any claim.

### **C3 PUBLIC RECORDS**

#### **C3.01 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.

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

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. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **C4 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **C4.01 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make 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, and which are within the general scope of the Contract Documents, 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, 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 both parties. However, under circumstances determined necessary by the Town, a Change Order 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 on the Town's website.

#### C4.02 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 two (2) working days 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. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### C4.03 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 provided for Final Completion 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:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;

3. 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 request for an Excusable Delay must be made within five (5) calendar 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 C4.04, Excusable Delay, Non-Compensable, 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.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, 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 C4.03, and Article C4.04. 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.

#### C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents 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.

#### C4.07 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.

#### C4.08 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:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, 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 Manager 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.

#### C4.09 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.

#### **C4.10 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.

#### **C4.11 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.

### **C5 EARLY TERMINATION & DEFAULT**

#### **C5.01 SET-OFFS, WITHOLDING, 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:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. 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

#### **C5.02 CONTRACTOR 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:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. 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;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*h. 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.

*i. 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.

**C5.03 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”);

1. Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. 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;
5. 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
6. 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.

#### **C5.04 REMEDIES AVAILABLE TO THE TOWN**

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.

#### **C5.05 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.

### **C6 PAYMENT PROCESS**

#### **C6.01 COMPENSATION**

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The 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. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

#### **C6.02 ESTIMATED QUANTITIES**

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

#### C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated.

The Bid Form contains line-item prices, and the Bidder is required to Bid on all line items.

Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

#### C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Bid to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

#### C6.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

#### C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

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 include 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.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

**END OF SECTION**

## SECTION D. SPECIAL TERMS & CONDITIONS

### D1 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and supervision required to perform an integrated program of Lake Maintenance and management for the Town's two (2) Lake Maintenance Neighborhood Service Districts. The Work shall include, but not be limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush to control to water's edge, water testing, bacteria testing, aquatics consulting, blue dye treatment to be applied during each maintenance cycle, management reporting and biological control agent permit application in the lake areas designated in Section D2 and Exhibit A. The Town may add additional Lake locations on an as-needed basis.

Contractor(s) will be required to provide the required Lake maintenance services in a safe, efficient, high productive manner, and within a very specific timeframe stipulated by the Town.

### D2 LAKE LOCATIONS

Lake Name	Location	Aquatic Area
Lake Patricia	14201 Lake Childs Ct Miami Lakes, FL 33014	Total approximate area: 18.70 acres
Lake Hilda	6890 White Oak Dr Miami Lakes, FL 33014	Total approximate area: 15.87 acres

### D3 EQUIPMENT REQUIREMENTS

The minimum equipment required per crew for each lake is as follows:

1. Spray boat: one (1) per crew/zone, commercial type spray boat with motor and a chemical tank with pump and motor;
2. Granular Broadcast Spreader (vortex style): one (1) per crew/zone, gas powered with backpack.
3. Backpack Pump Sprayer: one (1) per crew/zone commercial type sprayer.

### D4 PERSONNEL REQUIREMENTS

The Contractor(s) shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. All of the Contractor(s)'s maintenance personnel shall be supervised by a qualified foreman, in the employ of the Contractor(s). The Contractor(s) shall provide phone numbers for at least two contact persons (one primary, one alternate) in a supervisory capacity able to provide information regarding work order status and perform other supervisory tasks. One of these contact persons must be available between the hours of 8:30 AM to 5:00 PM Monday through Friday. The Contractor(s) shall provide efficient communication including telephone and/or email to County personnel within one (1) hour of initial communication.

Contractor(s) shall insure that all employees performing the services under this contract wear appropriate safety equipment, and company uniforms which clearly indicate to the public the name of the Contractor(s). All employees shall identify themselves and the nature of their work to area residents upon request.

The Town requires a minimum of one (1) crew per site and/or per zone. A crew consist must consist of a minimum of one (1) licensed applicator, one (1) maintenance/clean up person and one (1)

supervisor per zone. The supervisor may act in a dual role as licensed applicator or maintenance personnel. The Contractor(s) must ensure adequate staffing levels for productivity and efficiency.

## **D5 DESIRED SERVICES TO BE PROVIDED**

### **D5.01 MAINTENANCE CYCLE**

Contractor must provide a minimum of eighteen (18) treatments per year for each lake at the beginning of each month. Additional maintenance cycles may be added by the Town through the Change Order process.

### **D5.02 DEBRIS REMOVAL**

The Contractor(s) shall be responsible for removing all floating and shoreline debris within the limits of the Lakes during each maintenance cycle. All debris is to be removed entirely from the sites on the same day of service and disposed of in accordance with all applicable codes, laws, rules, and regulations. Floating debris generated by the cycle's chemical treatment must be removed by the Contractor(s) during the same maintenance cycle, prior to inspection. The Contractor(s) will have the option to immediately remove the resulting floating debris or modestly place it on the lakes' shoreline for a period of no more than three (3) working days from the date of initial monthly maintenance to decompose. Prior to the Contractor(s) placing the floating debris on the shoreline, the Contractor(s) must obtain approval from the Project Manager and the abutting homeowner.

### **D5.03 INSPECTION**

Contractor(s) must complete all Lake treatments and services prior to the scheduled inspection. Inability to perform monthly Lake treatments/maintenance shall be communicated to the Town's project manager via email no more than forty-eight (48) hours post scheduled cycle maintenance date. Acceptable reason for failure to comply with regularly scheduled maintenance and re-schedule date/time must be provided.

The Town intends to inspect the work completed by the Contractor(s) within forty-eight (48) hours of receipt of completion notice to verify Lake maintenance. Any deficiencies found at time of inspection will be documented in the inspection report and submitted to the Contractor(s) for corrective action. The inspection report will reference the Contract regarding deficiencies. Debris deficiencies need to be corrected by the Contractor(s) within two (2) business days after notification and once corrected, will be immediately inspected by the Project Manager. All other aquatic deficiencies will need to be corrected by the Contractor(s) before the end of the month. Debris found during the first inspection shall be removed by the Contractor(s) within two (2) business days after notification. All aquatic weeds in border grass deficiencies found at the time of inspection will also be documented and reported to the Contractor(s). The Contractor(s) shall perform required treatment prior to the following cycle inspection date. The Project Manager will conduct a final inspection before the end of the month to verify that all deficiencies have been addressed as per the technical specifications of the contract.

The Project Manager will provide continuing inspection of the sites throughout the cycle to ensure compliance of minimum equipment, personnel, safety standards and all maintenance and treatment services as specified in Contract documents.

The Contractor(s) upon completion of service cycle per site, shall provide the Project Manager before 8:00 AM next business day a list for which the service has been completed.

#### **D5.04 BACTERIA MONITORING**

Contractor(s) shall perform bacteria monitoring which, at a minimum, will test for Fecal Coliform Bacteria for each respective Lake. This test shall be performed on a semi-annual basis (every six (6) months) and/or upon request. A conclusive report shall be submitted to the project manager upon receipt of test results.

#### **D6 SCHEDULING**

The Project Manager will provide the Contractor(s) a Lake maintenance schedule to include: a listing of all Lakes to be serviced, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the Contractor(s) to ensure compliance and effective maintenance practices, with consent and approval of the Project Manager. If any unscheduled changes in the assigned schedule are required, the Contractor(s) shall submit said changes to the Project Manager in writing five (5) working days prior to the start of the next service cycle for approval.

#### **D7 ACCEPTABLE QUALITY LEVEL (AQL) AQUATIC WEED CONTROL**

Maintain a clean, healthy lake shelf area free of all unwanted aquatic vegetation. Maintain the shoreline one (1) foot above the water line free of all grasses, brush, and weeds.

#### **D8 QUALITY CONTROL INSPECTIONS**

##### **D8.01 MAINTENANCE QUALITY**

The quality objective of all services and materials provided by Contractor(s) in accordance with conditions and specifications herein is to maintain lakes free of aquatic weeds/debris to provide a healthy, safe, clean, attractive condition throughout the term of the Contract.

##### **D8.02 MAINTENANCE STANDARDS AND WORK METHODS**

All Work shall be performed in accordance with the highest professional maintenance standards and techniques; in a thorough and skillful manner and under competent Contractor(s)'s supervision to the satisfaction of the Town's Project Manager.

#### **D9 REPORTS**

The Contractor(s) must maintain comprehensive and legible records to be submitted per cycle and at the request of the Project Manager. The Contractor(s) shall adhere to the following reporting guidelines:

1. At the end of each cycle, the Contractor(s) must submit a copy of the Contractor(s)'s pesticide record keeping form.
2. Contractor(s) shall submit a bacterium monitor report conducted on a semi-annual and/or upon request for each respective Lake.
3. Contractor(s) shall provide a Service Report for each site serviced during each cycle and shall include the following information:
  - Date and time of service
  - Applicator name
  - Location and description of treatment site
  - Brand name and total amount of pesticide applied
  - Type of weed, algae, and border grasses treated

**D10 ADDITIONAL SERVICES**

The Town may request the Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances the Town will provide a written request to the Contractor that will include the work to be performed and the information provided by the Contractor. Contractor will provide the Project Manager with a work order proposal for review. Upon acceptance of the Work Order proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional work.

**D11 CONTRACT TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

**D12 COMPENSATION**

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts. The Invoice Form is available on the Town's website at

[http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://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. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract. The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

**D13 MATERIAL SAFETY DATA SHEETS**

The Contractor shall furnish to the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Work. Materials shall be limited to chemicals approved by the State of Florida and shall include the exact brand name and generic formula. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the work. The use of chemicals shall conform to the current Town, County and State regulations.

**D14 DEBRIS HAULING AND DISPOSAL**

All debris removed from the waterways during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, PERA, FDEP, and FDOT.

**D15 INSPECTION OF THE WORK**

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

**D16 SUBSTITUTIONS**

The Contractor may request the Town to approve a substitution where the specified materials are not available or to in an effort to improve the treatment of the waterways. Such requests must be submitted in writing to the Town's representative in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

**D17 WARRANTY**

The Contractor warrants that any park herbicide treatment authorized by the Town (Treatment) utilized will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective the Town Manager shall direct the Contractor to retreat the park aquatic area at no additional cost to the Town.

**D18 STAGING SITE**

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment, or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

**D19 PERA PERMITS AND APPROVALS**

Upon execution of the Contract the Contractor shall contact the County's PERA Stormwater Utility Section and obtain all required permits and approvals as applicable for Work under the Contract.

The use of chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, the Contractor shall also notify PERA's Stormwater Utility Section forty-eight (48) hours in advance of performing any herbicide treatment application.

**D20 LAKE MAINTENANCE MANAGEMENT PROGRAM**

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town an written annual lake maintenance

management program inclusive of all areas and services under the Contract. This program shall include, but not limited to, all service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

#### **D21 PERFORMANCE MEASUREMENT AND REPORTING**

Concurrent with monthly invoicing, the contractor will provide a monthly electronic performance report to the Town. This is to include, but not be limited to, dates of service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, and before and after photographs.

#### **D22 PERFORMANCE MANAGEMENT**

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour "grace period" in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices. In the event the deficiencies are not corrected before the start of the next cycle, the entire site's payment will be deducted from that cycle's invoice.

**END OF SECTION**



**SECTION E. EXHIBITS**

**SECTION F. BID FORM**

This Bid is submitted on behalf of Lake and Wetland Management, Inc. (hereinafter "Bidder") located at  
(Name of Bidder)

5301 N. Federal Hwy., Ste. 204, Boca Raton, FL 33487, submitted on \_\_\_\_\_  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2021-08 for

Lake Maintenance Services

(Solicitation Title)

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form-PS to be responsive. A printed copy of the MS Excel Bid Form may be included as part of the Bid Submittal by the Bidder. **Do not** convert the MS Excel Bid Form to a .pdf form.

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Item Number	Description	Lake Name	Unit Price	Quantity	Total Cost
1	Lake Maintenance Services	Lake Patricia	\$901. <sup>00</sup>	90*	\$81,090. <sup>00</sup>
2	Lake Maintenance Services	Lake Hilda	\$998. <sup>00</sup>	90*	\$89,820. <sup>00</sup>

\*Quantity is an estimate of services, based on eighteen (18) services per year, for five (5) years.

Total Bid Amount: \$ 170,910.<sup>00</sup>

### ADDITIONAL WORK

Additional Work shall be performed on an as-needed basis. Additional work shall not be included in the determination of the lowest responsive and responsible bidder.

Item Number	Description	Lake Name	Unit Price per additional maintenance cycle / Requested Event
1	Lake Maintenance Services / <i>Submitted</i>	Lake Patricia	\$2,900. <sup>00</sup>
2	Lake Maintenance Services / <i>Submitted</i>	Lake Hilda	\$3,850. <sup>00</sup>

*Per Requested Event As Needed*

Firm's Name: Lake and Wetland Management, Inc.  
 SSN or Federal ID No.: 65-0325948 Telephone No.: (561) 303-1013  
 E-Mail Address: office@lakeandwetland.com Facsimile No.: (561) 303-1084  
 Town/State/Zip: Boca Raton, FL 33487  
 Printed Name/Title: Stuart Fischer Signature: [Signature]  
President

## SECTION G. COMPANY QUALIFICATION QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

28

- a. Professional Licenses/Certifications (include name and license #) \* Issuance Date

Commercial Applicator Licenses:

Stuart Fischer

9/26/17

Justin O'Quinn

5/24/18

Tim Williams

12/3/18

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

2. Type of Company:  Individual  Partnership  Corporation  LLC  Other  
If other, please describe the type of company:

- a. FEIN/EIN Number:

65-0325948

- b. Dept. of Business Professional Regulation Category (DBPR):

N/A

- i. Date Licensed by DBPR:

\_\_\_\_\_

- ii. License Number:

\_\_\_\_\_

- c. Date registered to conduct business in the State of Florida:

4/3/1992

- i. Date filed:

4/3/1992

- ii. Document Number:

V26017

- d. Primary Office Location:

Boca Raton, FL

- e. What is your primary business?

Lake & Wetland Maintenance Services

(This answer should be specific)

- f. Name of Qualifier, license number, and relationship to company:

Stuart Fischer, CM10579, President

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

Stuart Fischer, CM10579, President  
 28 years

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Stuart Fischer	President	50%
Brian Fischer	Vice President	50%

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

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

Stuart & Brian Fischer, Lake & Wetland USA, LLC, 25%  
 Stuart & Brian Fischer, Lake & Wetland Consulting, LLC, 50%  
 Stuart & Brian Fischer, BS Investments, LLC, 50%

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

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
<u>Stuart Fischer</u>	<u>President</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Brian Fischer</u>	<u>Vice President</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Leslie Fischer</u>	<u>Accounting Manager</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

4. Employee Information

a. Total No. of Employees: 16

b. Total No. of Managerial/Admin. Employees: 4

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Will a Labor Force Company be used to provide any workers?  Yes  No

6. Employer Modification Rating: 0.73

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Homeland Insurance Co. of New York

b. Insurance Contact Name, telephone, & e-mail:

Collinsworth, Alter, Fowler & French, LLC  
8000 Governors Square Boulevard, Ste. 301  
Miami Lakes, FL 33016  
Justin Failoni, Agent  
(305) 822-7800

c. Insurance Experience Modification Rating (EMR): 0.73  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

N/A

f. Bond Carrier Contact Name, Telephone number, & Email:

N/A

g. Number of Bond Claims paid out in the last 5 years & value of each:

N/A

8. Have any lawsuits been file against your company in the past 5 years?  Yes  No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No  
If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?  Yes  No  
If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  Yes  No  
If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  Yes  No  
 If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Justin O'Quinn

b. How many years has the PM been with the Company?: 5

c. List all the PM's licenses & certifications:

Commercial Applicator Licence, CM25556

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Sunrise Country Club, Lake Maintenance

Miami-Dade County, Lake Maint. Svs.: Zones B, C, D & E

GL Homes, Inc., Lake, Littoral Maint., Littoral, Planting & Mon. for Lotus

Keys Gate Master Assoc., Lake & Mitigation Area Maint.

Grand Lakes Estates, Lake, Littoral & Tree Island Maint.

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
<u>N/A</u>			

f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

N/A



15. Current and Prior Experience:

- a. Current Experience  
Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
- b. Prior contracts or projects of a similar size, scope, and complexity:  
Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.  
Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.
- c. Equipment Inventory List  
Provide an attachment to this Questionnaire that includes: the make, model, and manufactured year of the inventoried equipment to adequately adhere to the equipment requirements as stated in Section D3 of the ITB. All equipment must be in optimum condition to be used to its maximum capacity if deemed necessary.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: Stuart Fischer  
Signature of Authorized Officer

12/11/2020  
Date

Stuart Fischer  
Printed Name

## SECTION H. CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-08 Lake Maintenance Services

Name of Bidder: Lake and Wetland Management, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Scope of work: \_\_\_\_\_

Value of Project: \$ \_\_\_\_\_ Is construction ongoing?  Yes  No

Value of Construction: \$ \_\_\_\_\_ If no, was construction completed on time?  Yes  No

Delivery Method:  Design-Bid-Build  CM @ Risk  Design-Build  Other: \_\_\_\_\_

Was Construction completed within budget?  Yes  No

Did the Contractor contribute to any delay(s) or increased cost?  Yes  No

Causes for Delays or Cost Increases:  Design  Contractor  Owner  Regulatory  N/A

Management of Subcontractors:  Above expectations  Average  Below expectations

Project Safety Management:  Above expectations  Average  Below expectations

Was the Contractor responsive to the Project Owner?  Yes  No

Was the Contractor timely with reviews and submittals?  Yes  No

Number of Change Orders: \_\_\_\_\_ Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor again in the future?  Yes  No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,  
Nathalie Garcia,  
Procurement Manager

# SECTION I. ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2021-08

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

No Addendum issued for this Solicitation

Firm's Name: Lake and Wetland Management, Inc.  
Authorized Representative's Name: Stuart Fischer  
Title: President  
Authorized Signature: [Signature]


**SECTION J. REQUIRED FORMS**


**CONTRACT EXECUTION FORM**

This Contract 2021-08 made this 14<sup>th</sup> day of January in the year 2021 in an amount not to exceed \$ budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Lake and Wetland Management, Inc. (name of Contractor).

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

Attest:  
By:   
Gina Inguanzo, Town Clerk

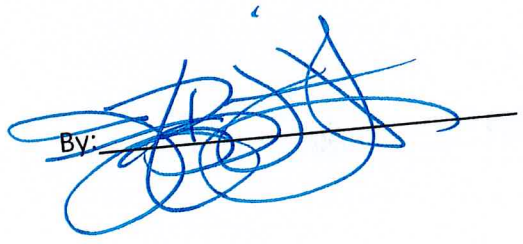
TOWN OF MIAMI LAKES  
By:   
Edward Pidermann, Town Manager

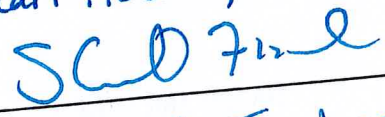
Legal Sufficiency:  
By:   
Lorenzo Cobiella, Deputy Town Attorney

Date: 1/14/2021

Signed, sealed, and witnessed in the presence of:

As to the Contractor:  
Lake and Wetland Management, Inc.

By: 

(Contractor's Name)  
Stuart Fischer, President  
By:   
Name: Stuart Fischer  
Title: President  
Date: 12/11/2020

(\* In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**


WHEREAS, Lake and Wetland Management 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),  
Stuart Fischer  
(type name of officer), is hereby authorized

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 11 day of December, 2020.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Lake and Wetland Management, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 11 day of December, a resolution was duly passed and adopted authorizing (Name) Stuart Fischer as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11, day of December, 2020.

Secretary: [Signature] Print: Brian Fischer

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_ Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY**

**(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes  
by Stuart Fischer  
[print individual's name and title]  
for Lake and Wetland Management, Inc.  
[print name of entity submitting sworn statement]  
whose business address is  
5301 North Federal Highway, Suite 204  
Boca Raton, FL 33487  
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0325948  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared Stuart Fischer to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Stuart Fischer executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of December, 2020

My Commission Expires:

  
Notary Public State of Florida at Large



**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
County of Palm Beach } SS:

Stuart Fischer being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Francesca Villano  
Witness

Francesca Villano  
Witness

By: Stuart Fischer

Stuart Fischer  
(Printed Name)

President  
(Title)

BEFORE ME, the undersigned authority, personally appeared Stuart Fischer to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Stuart Fischer executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of December, 2020.

My Commission Expires:  
[Signature]  
Notary Public State of Florida at Large



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA }  
                          } Palm Beach }  
COUNTY OF ~~MIAMI DADE~~ }

SS:

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

By: SCD Fowl  
Title: President

BEFORE ME, the undersigned authority, personally appeared Stuart Fischer to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Stuart Fischer executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of December, 2020

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large



**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }  
County of Palm Beach } SS:

Stuart Fischer being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Lake and Wetland Management, Inc. the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Francesca Villano  
Witness

Francesca Villano  
Witness

By: Stuart Fischer

Stuart Fischer  
(Printed Name)

President  
(Title)

BEFORE ME, the undersigned authority, personally appeared Stuart Fischer to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Stuart Fischer executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 11 day of December, 2020

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large



### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR. By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Lake and Wetland Management, Inc.

Authorized representative (print): Stuart Fischer

Authorized representative (signature): [Signature]

Date: 12/11/2020



**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: Lake and Wetland Management, Inc. Solicitation No.: 2021-08

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

N/A  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

- b) Any family relationships with any employee or elected representative of the Town.

N/A  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

Stuart Fischer  
Authorized Signature

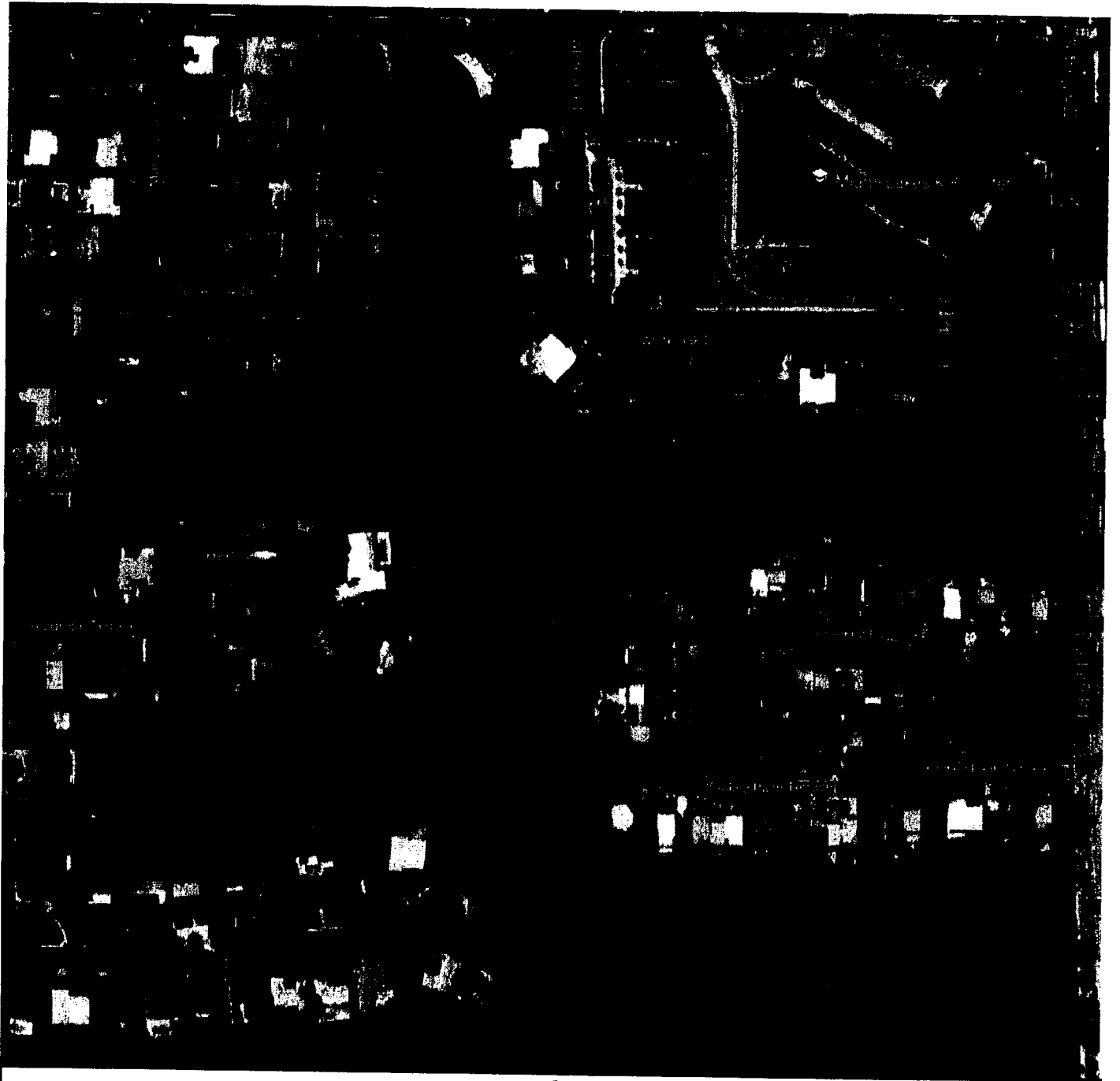
12/11/2020  
Date:

Stuart Fischer  
Print Name

President  
Title:



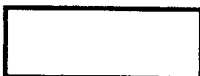




  
**MIAMI LAKES**  
*Growing Beautifully*

**Legend**

Lake Boundaries



± 15.87 Acres

**LAKE HILDA**

**ITB 2021-08**





  
**MIAMI LAKES**  
*Growing Beautifully*

**Legend**

Lake Boundaries



±18.70 Acres

**LAKE PATRICIA**

**ITB 2021-08**



Town of Miami Lakes / Lake Maintenance Services  
ITB No. 2021-08

**Item 14. D: Project Manager Experience**

**Sunrise Country Club:** Justin oversees the work performed by the applicator, discusses treatment methods with applicator, and provides customer service communications with the site Manager. Service includes monthly visits, with algae, border grasses, and exotic/invasive vegetation control for seven lakes. Service started July 1, 2017, and is a current customer. Previously paid 7/1/17 – 12/31/20 \$65,489.00. Current Monthly investment: \$1,523.00.

**Miami-Dade County:** Justin oversees the work performed by the applicator and ground crew, discusses treatment methods with applicator, and provides customer service communications with the Zone Manager. Service includes monthly visits, with algae, border grasses, exotic/invasive vegetation control, and debris removal service for B, C, D and E Zones. Service started May 8, 2014, and is a current customer that's contract ends 1/30/20. Contracted Amounts: \$654,220.00. Current Monthly investment: \$18,661.97.

**GL Homes, Inc.:** Justin oversees the work performed by the applicator and ground crew, discusses treatment methods with applicator, and provides customer service communications with the site Manager at Lotus HOA. Service includes monthly visits, with algae, border grasses, exotic/invasive vegetation control, and mosquito/midge control for fourteen lakes, and twelve littoral shelves. Service started October 1, 2018, and is a current customer. Previously paid 10/1/18 – 12/31/20 \$57,509.78. Current Monthly investment: \$3,511.40.

**Keys Gate Master Association:** Justin oversees the work performed by the applicator and ground crew, discusses treatment methods with applicator, and provides customer service communications with the site Manager. Service includes monthly visits, with algae, border grasses, and exotic/invasive vegetation control for eighteen lakes, and three preserves. Service started September 15, 2006, and is a current customer. Current Monthly investment: \$6,661.40.

**Grand Lakes Estates:** Justin oversees the work performed by the applicator and ground crew, discusses treatment methods with applicator, and provides customer service communications with the site Manager. Service includes monthly visits, with algae, border grasses, and exotic/invasive vegetation control for three lakes, one littoral, and one tree island. Service started April 1, 2012, and is a current customer. Previously paid 4/1/12 – 12/31/20 \$47,840.00. Monthly investment: \$460.00.



**SECTION H. CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-08 Lake Maintenance Services

Name of Bidder: Lake and Wetland Management, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Lake Maintenance Services - Zones B, C, D, & E

Name of Project Owner: Miami-Dade County

Scope of work: Lake Maintenance and debris removal

Value of Project: \$ Variable fee per lakes construction ongoing?  Yes  No

Value of Construction: \$ \_\_\_\_\_ If no, was construction completed on time?  Yes  No

Delivery Method:  Design-Bid-Build  CM @ Risk  Design-Build  Other: \_\_\_\_\_

Was Construction completed within budget?  Yes  No

Did the Contractor contribute to any delay(s) or increased cost?  Yes  No

Causes for Delays or Cost Increases:  Design  Contractor  Owner  Regulatory  N/A  
*NO DELAYS ON MAINTENANCE*

Management of Subcontractors:  Above expectations  Average  Below expectations

Project Safety Management:  Above expectations  Average  Below expectations

Was the Contractor responsive to the Project Owner?  Yes  No

Was the Contractor timely with reviews and submittals?  Yes  No  
*Reports*

Number of Change Orders: \_\_\_\_\_ Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor again in the future?  Yes  No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Vendor operating as expected

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Jorge Aleman Date: 12/7/2021

Signature: \_\_\_\_\_ Title: Assessment Supervisor

Telephone: 305 386-5239 E-mail: JAleman@Miami-dade.gov

Sincerely,

Nathalie Garcia,

Procurement Manager





**SECTION H. CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-08 Lake Maintenance Services

Name of Bidder: Lake and Wetland Management, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Lake Maintenance Services

Name of Project Owner: GL Homes, Inc.

Scope of work: LAKE WETLAND MAINT, LITTORAL SHELF PLANTINGS, MITIGATION MONITORING AND FLURIDANE FOR LOTUS

Value of Project: \$ 125,000 Is construction ongoing?  Yes  No

Value of Construction: \$ 67,000 If no, was construction completed on time?  Yes  No

Delivery Method:  Design-Bid-Build  CM @ Risk  Design-Build  Other: \_\_\_\_\_

Was Construction completed within budget?  Yes  No

Did the Contractor contribute to any delay(s) or increased cost?  Yes  No

Causes for Delays or Cost Increases:  Design  Contractor  Owner  Regulatory  N/A

Management of Subcontractors:  Above expectations  Average  Below expectations

Project Safety Management:  Above expectations  Average  Below expectations

Was the Contractor responsive to the Project Owner?  Yes  No

Was the Contractor timely with reviews and submittals?  Yes  No

Number of Change Orders: N/A Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor again in the future?  Yes  No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: RIGGERS Date: 12-10-2020

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (508) 331-9114 Email: RIGGERS@ENERGYSYSTEMS.COM

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Project/Job Manager: \_\_\_\_\_



**SECTION H. CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-08 Lake Maintenance Services

Name of Bidder: Lake and Wetland Management, Inc.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Project: Lake & Mitigation Area Maintenance Services

Name of Project Owner: Keys Gate Master Association

Scope of work: Lake management service monthly

Value of Project: \$ \_\_\_\_\_ Is construction ongoing?  Yes  No

Value of Construction: \$ \_\_\_\_\_ If no, was construction completed on time?  Yes  No n/a

Delivery Method:  Design-Bid-Build  CM @ Risk  Design-Build  Other: \_\_\_\_\_

Was Construction completed within budget?  Yes  No

Did the Contractor contribute to any delay(s) or increased cost?  Yes  No

Causes for Delays or Cost Increases:  Design  Contractor  Owner  Regulatory  N/A

Management of Subcontractors:  Above expectations  Average  Below expectations

Project Safety Management:  Above expectations  Average  Below expectations

Was the Contractor responsive to the Project Owner?  Yes  No

Was the Contractor timely with reviews and submittals?  Yes  No

Number of Change Orders: n/a Were any Contractor driven?  Yes  No

Would you enter into a contract with the Contractor again in the future?  Yes  No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Lake and Wetland does a great job with the ongoing maintenance of our lakes & littoral areas.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Ignacio Mendez Date: 12/18/20

Signature: [Signature] Title: Senior Property Manager

Telephone: 305-878-9012 (c) E-mail: imendez@miami management . com  
305-247-9800 (o)

Sincerely,  
Nathalie Garcia,  
Procurement Manager





**ITB 2021-08**  
**Lake Maintenance Services**

**Addendum #1**

**Due Date: 10:00 AM, December 22, 2020**

This addendum is incorporated into and made a part of the Invitation to Bid (“ITB”). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarifications:**

1. This addendum is issued, in part, to omit Section B2.19 Performance & Payment Bonds, of the ITB.

**Questions and Answers:**

1. Is there a performance bond required for this project?

**Response:** No performance bond required.

2. Is 100% of the existing floating vegetation and debris expected to be picked up at the start of the contract or is the awarded vendor given time to pick up all of the debris over the course of the first year?

**Response:** Any existing vegetation and debris is to be removed at the time of contract award.

3. Will algae be expected to be picked up at the start of the contract or will the Town allow the awarded vendor to treat the algae in place?

**Response:** The Town will allow the awarded vendor to treat the algae in place.

4. What is the expected start date of the contract?

**Response:** February 1, 2021.

5. Is the Town looking for the dead or dying grasses/weeds above the waterline to be cut or removed or simply sprayed in place to decompose naturally?

**Response:** Sprayed in place to decompose naturally.

6. Is it the Town’s desire to have barren lakes or is some vegetation going to be acceptable to keep a balanced ecosystem in each lake?

**Response:** The goal for aquatic vegetation should be to support a stable, diverse plant community by managing invasive species and weeds as well as to support the public’s enjoyment of the water.

7. Can the awarded vendor apply glyphosate according to the label?

**Response:** Yes.

8. Where are the skiff launch points?

**Response:** Beach Park P21 – 6890 White Oak Drive and Beach Park P8 – 14105 Lake Childs Ct.

9. Are there permitted or non-permitted irrigation intakes in each lake?





**Response:** The Town has observed irrigation intakes at both of the lake locations.

10. Will the Town support a temporary irrigation restriction to adhere to the EPA label requirements?

**Response:** No.

Acknowledgement:

Stuart Fischer  
Name of Signatory  
President  
Title  
12/18/20  
Date

SCD Fin L  
Signature  
Lake and Wetland  
Name of Bidder







**ITB 2021-08**

**Lake Maintenance Services**

**Addendum #2**

**Due Date: 10:00 AM, December 22, 2020**

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Questions and Answers:**

1. What is the yearly budget for this contract?

**Response:** \$21,300

2. What is the current contract amount per year?

**Response:** \$21,300

Acknowledgement:

Stuart Fischer  
Name of Signatory  
President  
Title  
12/18/20  
Date

SCB 7112  
Signature  
Lake and Wetland Management, I  
Name of Bidder





Serving the environment since 1992.

**ACCOUNTING - CORPORATE OFFICE**

5301 NORTH FEDERAL HIGHWAY, SUITE #204  
BOCA RATON, FLORIDA 33487  
(561) 303-1013

**DAYTONA OFFICE**

1757 NORTH NOVA ROAD, UNIT 116B  
DAYTONA BEACH, FLORIDA 32118  
(386) 256-5724

**FORT MYERS OFFICE**

13721 JETPORT COMMERCE PARKWAY, SUITE #5  
FORT MYERS, FLORIDA 33913  
(239) 313-6947

**JACKSONVILLE-GAINESVILLE OFFICE**

3562 NW 97<sup>TH</sup> BOULEVARD  
GAINESVILLE, FLORIDA 32606  
(352) 727-7696

**KISSIMMEE - ORLANDO OFFICE**

807 SAWDUST TRAIL  
KISSIMMEE, FLORIDA 34744  
(407) 350-5909

**PALM BEACH OFFICE**

9218 87<sup>TH</sup> PLACE SOUTH  
BOYNTON BEACH, FLORIDA 33472  
(561) 735-3732

**TAMPA OFFICE**

3950 34<sup>TH</sup> STREET SOUTH, UNIT #3128  
ST. PETERSBURG, FLORIDA 33711  
(727) 480-8151

**TREASURE COAST OFFICE**

7703 SW ELLIPSE WAY  
STUART, FL 34997  
(772) 210-2273



# *State of Florida*

## *Department of State*

I certify from the records of this office that LAKE AND WETLAND MANAGEMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1992.

The document number of this corporation is V26017.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of April,  
2019*



*Ronald R. Be...*  
**Secretary of State**

Tracking Number: 3137178107CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





Serving the environment since 1992.

## **COMPANY PROFILE**

**Lake and Wetland Management** is a full service environmental resource management team, providing aquatic weed and algae control, invasive plant management and removal, large-scale invasive exotic plant removal, lake management services, wetland mitigation management services, native plant nursery and native plant installation, and environmental monitoring. Our team leads the industry of environmental services and has an exemplary reputation with many government agencies, builders, developers, golf courses, property managers, and homeowners association.

Incorporated in April 1992 by brothers Stuart, and Brian Fischer, Lake and Wetland Management has gained vast experience in the exotic and invasive plant control business through working in a variety of Florida's natural environments and various project types. Our time in business has been spent throughout south and central Florida, both on the east and west coasts. Working in different regions and habitat types has made our company versatile, having a unique understanding of what it takes to properly perform the tasks required in this bid.

Based in Boynton Beach, Lake and Wetland Management also maintains offices in Naples, and St. Petersburg, with an Accounting office in Delray Beach. We are a family-owned business operated by two brothers whom share ownership interest. Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

Lake and Wetland Management currently has a staff of 42 people with various skills in the environmental resource management industry, and owns a wide variety of equipment (list attached) required to perform the work detailed in the bid. Our family of State-certified, trained biologists consists of licensed Commercial Applicators in Aquatics, Natural Areas, and Right-of-Way categories, as well as, ISA Certified Licensed Arborist and stormwater system inspectors.

Lake and Wetland Management is in good standing with all local herbicide distributors. We also have great working relationships with the different governing agencies such as; South Florida Water Management District (Ray Miller, Buddy Robson, Brent Nicholas, Heather Carmen), Palm Beach County (Mike Rawls), Broward County, St. Johns Water Management District, Miami-Dade County Department of Environmental Resource Management (Tim Joyner), and many other municipal entities.

As rapidly as changes occur in our environment, continuing education for the work we perform is essential to remain the best. Lake and Management maintains memberships for our employees with various organizations including International Society of Arboriculture, Florida Exotic Pest Plant Council, Florida Aquatic Plant Management Society, Florida Vegetation Management Association, and the South Florida Aquatic Plant Management Society. Members of our team often volunteer or donate time to causes related to our industry.





# Lake and Wetland Management, Inc.

Company philosophy.

*Lake and Wetland Management* is committed to providing its clients with unsurpassed environmental resource management service. Through constant communication, attention to detail, and following through with our commitments, while keeping the best interest of our environment in the forefront of daily operations we meet these goals. Education of our staff and clients is paramount to our vision of protecting Florida's rapidly changing ecosystems, and is incorporated throughout our company structure.









**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

*Serving you.*

**"LOCATED AT"**  
 5301 North FEDERAL HWY Ste 2  
 BOCA RATON, FL 33487

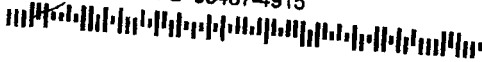
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0484 AQUATIC LAKE SERVICES	FISCHER BRIAN SCOTT		B20.535302 - 07/20/20	\$66.00	B401102

This document is valid only when receipted by the Tax Collector's Office.



5  
6-827

LAKE AND WETLAND MANAGEMENT INC  
 LAKE AND WETLAND MANAGEMENT INC  
 5301 N FEDERAL HWY STE 204  
 BOCA RATON FL 33487-4915



**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2020/2021 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200405176**  
**EXPIRES: SEPTEMBER 30, 2021**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

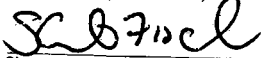
License # CM10579

FISCHER, STUART R  
9218 87TH PL S  
BOYNTON BEACH, FL 33472

Categories  
5A

Issued: September 26, 2017

Expires: October 31, 2021

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License


License # CM10038


NAVALANCE, GARY PAUL  
4112 RENAISSANCE WAY  
BOYNTON BEACH, FL 33426

Categories  
5A

Issued: October 17, 2016

Expires: November 30, 2020

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

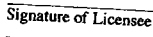
License # CM10042

FISCHER, BRIAN S  
941 TROPIC BLVD  
DELRAY BEACH, FL 33483

Categories  
5A

Issued: October 18, 2016

Expires: November 30, 2020

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

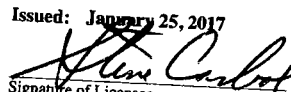
License # CM24656

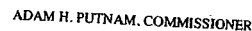
CARBOL, STEVEN EDWARD  
535 SPENCER DRIVE APT 6  
WEST PALM BEACH, FL 33409

Categories  
5A

Issued: January 25, 2017

Expires: January 31, 2021

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

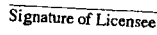
License # CM19911

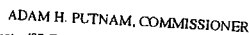
ARAYA, DIEGO  
2380 SHERWOOD FOREST BLVD  
WEST PALM BEACH, FL 33415

Categories  
21

Issued: July 24, 2017

Expires: July 31, 2021

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

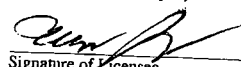
License # CM20190

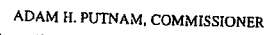
JIMENEZ, ANGEL E  
424 MADDOCK ST  
WEST PALM BEACH, FL 33405

Categories  
5A

Issued: February 6, 2018

Expires: January 31, 2022

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

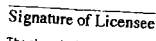
License # CM18768

MACDONALD, CHRISTOPHER PAUL  
17930 75TH PLACE NORTH  
LOXAHATCHEE, FL 33470

Categories  
5A, 21

Issued: November 13, 2019

Expires: November 30, 2023

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License

License # CM15365

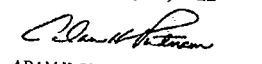
BUSTOS FITZ, JENNIFER DAWN  
14754 87TH ST N  
LOXAHATCHEE, FL 33470

Categories  
21, 5A

Issued: May 31, 2018

Expires: May 31, 2022

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.





Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23821

HARMS, JOSEPH  
1757 NORTH NOVA RD UNIT 116B  
HOLLY HILL, FL 32117

Categories  
5A, 6

Issued: September 23, 2019 Expires: August 31, 2023

Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER  
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21279

KELLER, BRANDON ALAN  
5615 FOREST CREEK ROAD  
LAKE LAND, FL 33810

Categories  
5A

Issued: September 25, 2019 Expires: September 30, 2023

Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER  
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23466

BASS, CHAD  
1620 EAST JEFFERSON STREET  
ORLANDO, FL 32808

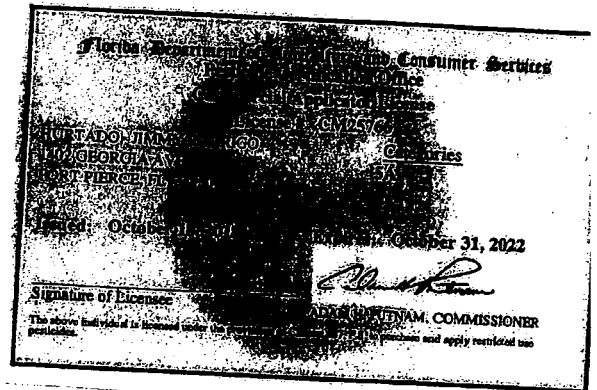
Categories  
5A

Issued: March 21, 2019 Expires: March 31, 2019

Signature of Licensee

*Adam H. Putnam*  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM20778

DILEVO, ANTHONY JOSEPH  
4810 122ND DRIVE NORTH  
WEST PALM BEACH, FL 33411

Categories  
5A, 21

Issued: December 17, 2018 Expires: November 30, 2022

Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER  
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM18816

MCFARLANE, SCOTT ALAN  
17427 62 RD N  
LOXAHATCHEE, FL 33470

Categories  
5A, 21

Issued: November 19, 2019 Expires: December 31, 2023

Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER  
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM25556

OQUINN, JUSTIN TOM  
6438 BISCHOFF RD  
WEST PALM BEACH, FL 33413

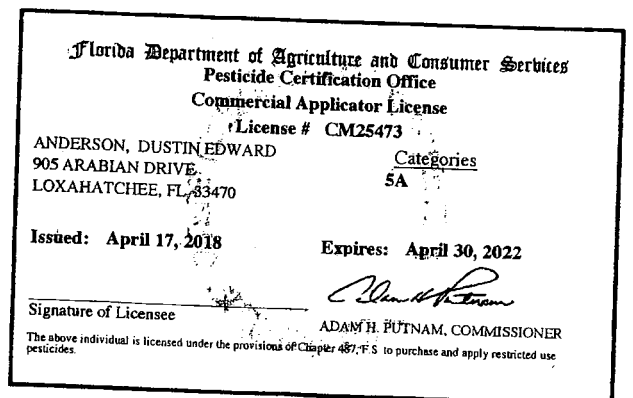
Categories  
5A

Issued: May 24, 2018 Expires: May 31, 2022

Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER  
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.





STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date September 17, 2020 File No. PH274834 Expires August 7, 2022

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 388 FOR THE PERIOD EXPIRING: August 7, 2022

MARTY RAY PORTER  
441 WASECA DR  
LAKE WORTH, FL 33462

Regular

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

MARTY RAY PORTER  
PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH274834

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD EXPIRING August 7, 2022

*Nicole Fried* Signature  
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM25624

PORTER, MARTY RAY  
441 WASECA DR  
LAKEWORTH, FL 33462

Categories  
5A

Issued: July 6, 2018

Expires: July 31, 2022

Signature of Licensee

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21818

WEST, TAYLOR R  
917 SW WHITTIER TERRACE  
PORT ST LUCIE, FL 34953

Categories  
6, 5A, 21

Issued: August 17, 2016

Expires: August 31, 2020

Signature of Licensee

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM25360

THEORK, ERNSO  
4112 NW 79TH AVE  
APT A  
CORAL SPRINGS, FL 33065

Categories  
6, 5A

Issued: March 8, 2018

Expires: March 31, 2022

Signature of Licensee

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.





Florida Department of Agriculture and Consumer Services

B93240

**CERTIFICATE OF NURSERY REGISTRATION**

Section 581.131, F.S. and Rule 5B-2.002, F.A.C  
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

**ISSUED TO:**

**LAKE AND WETLAND MANAGEMENT, INC  
FISCHER, STUART  
9218 87TH PL S  
BOYNTON BEACH, FL 33472-4302**

**THIS CERTIFICATE EXPIRES: 02/15/2021**

**FEE PAID: \$200.00**

**REGISTRATION NO.: 48001800**

**DATE ISSUED: 01/17/2020**

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

*Nicole Fried*

FDACS-08002 Revised 05/05

NICOLE "NIKKI" FRIED  
Commissioner of Agriculture





# Lake & Wetland

MANAGEMENT  
www.lakeandwetland.com

## SERVICE & INSPECTION REPORT

Customer: \_\_\_\_\_ Account #: \_\_\_\_\_ Date: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_ Technician: \_\_\_\_\_

### LAKE MANAGEMENT

- ALGAE CONTROL Lake(s) #: \_\_\_\_\_
- GRASSES & EMERGENTS Lake(s) #: \_\_\_\_\_
- SUBMERSED AQUATICS Lake(s) #: \_\_\_\_\_
- FLOATING PLANTS Lake(s) #: \_\_\_\_\_
- INSPECTION Lake(s) #: \_\_\_\_\_
- DEBRIS Lake(s) #: \_\_\_\_\_

#### Water Test Results (Combined Average)

- |                            |                               |                                  |                               |
|----------------------------|-------------------------------|----------------------------------|-------------------------------|
| Temperature _____ °F       | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW  |
| Dissolved Oxygen _____ ppm | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW  |
| pH reading _____           | <input type="checkbox"/> ACID | <input type="checkbox"/> NEUTRAL | <input type="checkbox"/> BASE |
| Water Clarity _____        | <input type="checkbox"/> GOOD | <input type="checkbox"/> FAIR    | <input type="checkbox"/> POOR |
| Water Level _____          | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW  |

### LITTORAL SHELF

- SHORELINE GRASSES & EMERGENTS
- FLOATING PLANTS
- INVASIVE / EXOTIC SPECIES
- SHELVES #: \_\_\_\_\_
- HERBICIDE TREATMENT
- MANUAL REMOVAL
- INSPECTION
- DEBRIS REMOVAL

### UPLAND / WETLAND PRESERVE

- INVASIVE / EXOTIC SPECIES
- GRASSES
- VINES
- PRESERVE(S) #: \_\_\_\_\_
- HERBICIDE TREATMENT
- MANUAL REMOVAL
- INSPECTION
- DEBRIS REMOVAL

### MOSQUITO / MIDGE LARVAE CONTROL

- INSECTICIDE TREATMENT
- LAKE(S) #: \_\_\_\_\_
- INSPECTION

Comments: \_\_\_\_\_

### FISH & WILDLIFE OBSERVATIONS

- |           |                                    |                                |                                     |                                     |                                      |                                       |                                  |
|-----------|------------------------------------|--------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------------------|----------------------------------|
| FISH:     | <input type="checkbox"/> Bass      | <input type="checkbox"/> Bream | <input type="checkbox"/> Catfish    | <input type="checkbox"/> Grass carp | <input type="checkbox"/> Tilapia     | <input type="checkbox"/> Mosquitofish | <input type="checkbox"/> Shad    |
| BIRDS:    | <input type="checkbox"/> Raptor    | <input type="checkbox"/> Duck  | <input type="checkbox"/> Wood Stork | <input type="checkbox"/> Shorebird  | <input type="checkbox"/> Wading bird | <input type="checkbox"/> Songbird     | <input type="checkbox"/> Vulture |
| REPTILES: | <input type="checkbox"/> Alligator | <input type="checkbox"/> Snake | <input type="checkbox"/> Turtle     | <input type="checkbox"/> Tortoise   | <input type="checkbox"/> Lizard      | <input type="checkbox"/> AMPHIBIANS   | <input type="checkbox"/> INSECTS |

### INVASIVE / EXOTIC PLANTS NOTED

- |   |                                     |                                       |  |   |  |                                      |  |
|---|-------------------------------------|---------------------------------------|--|---|--|--------------------------------------|--|
| <input type="checkbox"/> Brazilian pepper | <input type="checkbox"/> Melaleuca  | <input type="checkbox"/> Pennywort    | <input type="checkbox"/> Bischofia     | <input type="checkbox"/> Earleaf Acacia | <input type="checkbox"/> Australian pine   | <input type="checkbox"/> Shoebuttton | <input type="checkbox"/> Sedge         |
| <input type="checkbox"/> Climbing Fern    | <input type="checkbox"/> Air potato | <input type="checkbox"/> Torpedograss | <input type="checkbox"/> Azolla        | <input type="checkbox"/> Salvinia       | <input type="checkbox"/> Downy rose myrtle | <input type="checkbox"/> Java plum   | <input type="checkbox"/> Jessamine     |
| <input type="checkbox"/> Lantana          | <input type="checkbox"/> Hydrilla   | <input type="checkbox"/> Hygrophilia  | <input type="checkbox"/> Water Lettuce | <input type="checkbox"/> Water hyacinth | <input type="checkbox"/> Cattail           | <input type="checkbox"/> Primrose    | <input type="checkbox"/> Alligatorweed |

### NATIVE PLANTS NOTED

- |                                       |                                     |   |  |                                      |   |  |                                 |
|---------------------------------------|-------------------------------------|---|--|--------------------------------------|---|--|---------------------------------|
| <input type="checkbox"/> Cypress      | <input type="checkbox"/> Wax Myrtle | <input type="checkbox"/> FL Pine        | <input type="checkbox"/> Red Maple     | <input type="checkbox"/> Waterlily   | <input type="checkbox"/> Mangrove         | <input type="checkbox"/> Pond Apple        | <input type="checkbox"/> Oak    |
| <input type="checkbox"/> Cocoplum     | <input type="checkbox"/> Bulrush    | <input type="checkbox"/> Blue flag iris | <input type="checkbox"/> Strangler fig | <input type="checkbox"/> Arrowhead   | <input type="checkbox"/> Pickerelweed     | <input type="checkbox"/> Thalia            | <input type="checkbox"/> Palms  |
| <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Spikerush  | <input type="checkbox"/> Buttonbush     | <input type="checkbox"/> Eelgrass      | <input type="checkbox"/> Cordgrass   | <input type="checkbox"/> Fakahatcheegrass | <input type="checkbox"/> Spatterdock       | <input type="checkbox"/> Ferns  |
| <input type="checkbox"/> Baby tears   | <input type="checkbox"/> Naiad      | <input type="checkbox"/> Chara          | <input type="checkbox"/> Duckweed      | <input type="checkbox"/> Bladderwort | <input type="checkbox"/> Pondweed         | <input type="checkbox"/> Slender spikerush | <input type="checkbox"/> Bacopa |

Other species noted / comments: \_\_\_\_\_







## EQUIPMENT LIST

### Trucks (28)

2011 Ford F350  
 2011 Ford F250  
 2012 Ford F350  
 2012 Ford F250  
 2012 Toyota Prius C  
 2013 Toyota Tacoma  
 2015 Ford F350  
 2015 Ford F250  
 2015 Ford F350  
 2015 Ford F150  
 2015 Toyota Tacoma  
 2015 Toyota Tacoma  
 2016 Ford F150  
 2016 Ford F150  
 2016 Ford F150  
 2016 Ford F150  
 2017 Ford F150  
 2017 Ford F150  
 2017 Ford F150  
 2017 Ford F150  
 2017 Ford F250  
 2017 Ford F350  
 2018 Ford F150  
 2018 Ford F150  
 2018 Ford F150  
 2018 Ford F350  
 2019 Ford F150  
 2019 Ford F450  
 2020 Ford F150

### Miscellaneous

2008 Kubota Tractor  
 2010 Swamp Buggy  
 2009 Takeuchi TL140R  
 2011 Kubota SVL90 Track Loader  
 Kubota R520 Wheel Loader  
 40+ Backpack Sprayers  
 15+ Chainsaws

### Trailers (37)

1998 Big Tex  
 2000 Goos  
 2000 Pace  
 2002 Mobile  
 2003 Loadmaster  
 2004 Anderson  
 2005 Anderson  
 2006 Anderson  
 2006 Anderson  
 2008 Anderson  
 2009 Anderson  
 2010 Big Tex  
 2010 Homesteader  
 2010 Loadmaster  
 2010 Loadmaster  
 2012 AmeraTrail  
 2012 AmeraTrail  
 2012 Anderson  
 2012 AmeraTrail  
 2013 Big Tex  
 2013 Continental  
 2014 Big Tex  
 2016 Ram-Lin  
 2016 Ram-Lin  
 2016 Ram-Lin  
 2016 Big Tex  
 2016 Big Tex  
 2016 Loadmaster  
 2016 Wolverine  
 2017 Big Tex  
 2018 EZ Loader  
 2018 EZ Loader  
 2018 Big Tex  
 2020 Big Tex  
 2020 Big Tex  
 2020 Big Tex  
 2020 Big Tex

### Boats (19)

2001 Carolina Skiff w/ mini weed harvester  
 2002 Carolina Skiff w/ spray system  
 2003 Carolina Skiff w/ spray system  
 2009 Carolina Skiff w/ spray system  
 2009 Carolina Skiff w/ spray system  
 2011 Carolina Skiff w/ spray system  
 2019 Carolina Skiff w/ spray system  
 2011 Legends Airboat w/ spray system  
 2012 Legends Airboat w/ spray system  
 2012 Legends Airboat w/ spray system  
 2012 Legends Airboat w/ spray system  
 2013 Legends Airboat w/ spray system  
 2016 Diamondback Airboat w/ spray system  
 2016 Diamondback Airboat w/ spray system  
 2016 Diamondback Airboat w/ spray system  
 2017 Panther Airboat w/ spray system  
 2017 Panther Airboat w/ spray system  
 2015 Weedoo Tigercat Harvester  
 2016 Truxor Amphibious Dredge/Harvester

### Utility Vehicles (13)

2007 Max IV All-terrain  
 2012 Argo Conquest All-terrain  
 2012 Argo Conquest All-terrain  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2016 Kubota RTV900  
 2020 Kubota RTV900  
 2020 Kubota RTV900  
 2020 Kubota RTV900





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**DUN & BRADSTREET NUMBER**

791806854





Serving the environment since 1992.

### GUARANTEE AND RESPONSIBILITY FOR PLANT INSTALLATION

The customer shall allow Lake and Wetland Management access to enter private or public areas to perform work.

The customer will be responsible for all grading, mucking, sodding and water level adjustment to insure compliance with construction plans and littoral shelf elevations. Irrigation of planted areas is the responsibility of the customer. If irrigation does not cover the planted area, plant survival cannot be guaranteed.

All plants provided and installed under the terms of this agreement are guaranteed to be of good quality and free of existing diseases or defects at the time of installation.

Lake and Wetland Management guarantees (80%) survivorship at the end of 90 days and will replace any plant materials we have installed. If Lake and Wetland Management is maintaining planted areas, then the warranty will extend to the length of its maintenance agreement. Quarterly maintenance does NOT include warranty, however, if non-compliance is issued due to overgrown exotics or invasive vegetation by governing agency during non-scheduled months, then Lake and Wetland will service the account immediately to comply within the 30 day notice of non-compliance.

Our guarantee does not include the loss of plant material due to "acts of god" such as floods, fire, hurricanes or other catastrophic events, nor does it include losses due to theft, lack of irrigation, vandalism, chemical treatment or negligence by others, or other factors outside the control of our organization.

Survivorship guarantee is predicated on professional waterway care by Lake and Wetland Management staff only.





### LIST OF CLIENT REFERENCES

Breakers West  
Ms. Debbie Horan, LCAM  
West Palm Beach, FL 33411  
(561) 653-6306

GL Homes of Florida  
All communities since 1995  
Mr. Rick Elsner  
Sunrise, FL 33323  
(954) 914-9119

Pelican Marsh C.D.D.  
Mr. John Vanover  
Naples, FL 34108  
(239) 592-5181

Valencia Reserve  
Mr. David Beattle  
Boynton Beach, FL 33473  
(561) 880-3469

Bellaggio  
Ms. Devika Dhanassar  
Lake Worth, FL 33467  
(561) 439-8211

Villaggio  
Ms. Lacy Carr  
Lake Worth, FL 33467  
(561) 967-6814

Valencia Isles  
Ms. LoriAnne Perrone  
Boynton Beach, FL 33437  
(561) 369-4747

Preserve at Bayhill Estates  
Ms. Carly Alder  
West Palm Beach, FL 33470  
(561) 763-0086

City of Boca Raton  
Mr. Drew Leganik  
Boca Raton, FL 33431  
(561) 416-3365

Florida Power & Light Co.  
Mr. Jim Lindsay  
Juno Beach, FL 33408  
(561) 762-1296

South Florida Water Management District  
Mr. Tony Griffin, Scientist II, Vegetation Management Division  
(561) 682-5328

Palm Beach County D.E.R.M.  
Ms. Keri Smith, Senior Environmental Analyst  
(561) 233-2526  
Mr. Mark Godwin, Regulatory Specialist  
(561) 233-2473







**Lake & Wetland**

**MANAGEMENT**

Serving the environment since 1992.

**GOLF COURSE REFERENCES**

The Seagate Country Club  
3600 Hamlet Drive  
Delray Beach, FL 33445  
(561) 498-5103  
(561) 498-7602 Fax  
Mr. Nate Watkins

Tampa Palms Golf & Country Club  
5811 Tampa Palms Boulevard  
Tampa, FL 33647  
(813) 972-1991  
(813) 971-3265 Fax  
Mr. Bill Kistler

Breakers West Golf & Tennis  
c/o Lang Management Company  
897 Dickens Place  
West Palm Beach, FL 33411  
(561) 790-0016  
Ms. Debbie Horan

Osprey Point Golf Club  
C/o BrightView Golf Maintenance  
12551 Glades Road  
Boca Raton, FL 33498  
(209) 662-0628  
Mr. Michael Scully

Okeeheelee Golf Course  
C/o BrightView Golf Maintenance  
1200 Country Club Way  
West Palm Beach, FL 33413  
(561) 964-9944  
Mr. Brad Orndorff

Martin County Golf & Country Club  
C/o BrightView Golf Maintenance  
2000 SE St. Lucie Boulevard  
Stuart, FL 34996  
(772) 210-5883  
Mr. David Hassel

Park Ridge Golf Course  
C/o BrightView Golf Maintenance  
9191 Lantana Road  
Lake Worth, FL 33467  
(561) 222-9586  
Mr. Gary Martin

Pelican Marsh Golf Course  
985 Pelican Marsh Boulevard  
Naples, FL 34108  
(239) 592-5181  
Mr. John Vanover

Delaire Country Club  
4645 White Cedar Lane  
Delray Beach, FL 33445  
(561) 499-9090  
Mr. Brian Bowles

Legends Golf & Country Club  
8600 Legends Boulevard  
Fort Myers, FL 33912  
(239) 561-8740  
Ms. Ranae Frazier

The Wanderers Golf Club  
1900 Aero Club Drive  
Wellington, FL 33414  
(561) 795-6082  
(561) 795-3513 Fax  
Mr. Scott Davidson

Vanderbilt Golf & Country Club  
8250 Danbury Boulevard  
Naples, FL 34120  
(239) 465-9766  
Mr. Stuart Bothe





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**PRESERVE REFERENCES**

BOTANICA LAKES HOA Fort Myers, FL 33913 MARBELLA LAKES HOA Naples, FL 34105 RIVERSTONE Naples, FL 34119	Since February 2007 Maintenance of 82.34 acres. Since October 2008 Maintenance of 10.48 acres. Since October 2011 Maintenance of 300 acres onsite. Maintenance of 104 acres offsite. Numerous Since 1999
GL Homes, LLC Rick Elsner, Vice President of Land Development 1600 Sawgrass Corporate Parkway, Suite #300 Sunrise, FL 33323 (954) 914-9119 (954) 753-4509 Fax	<a href="mailto:Rick.Elsner@glhomes.com">Rick.Elsner@glhomes.com</a>
PELICAN MARSH C.D.D. John Vanover, Director of Operations 985 Pelican Marsh Boulevard Naples, FL 34108 (239) 592-5181 (239) 592-9021 Fax	Since May 2010 Maintenance for 312 acres.  <a href="mailto:johnjcv@yahoo.com">johnjcv@yahoo.com</a>
C-4 IMPOUNDMENT Exotic Plant Control for 875 acres. STRAZULLA Melaleuca Control for 618.29 acres. DUPUIS Exotic Plant Control for 1,469 acres. SFWMD Ground Application Services – Multiple Sites Tony Griffin 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-5328 (561) 682-5665 Fax	June 3, 2010 (Onetime)  February 2012 (Onetime)  February 2012 (Onetime)  October 1, 2012 – September 30, 2016  <a href="mailto:tgriffin@sfwmd.gov">tgriffin@sfwmd.gov</a>
Palm Beach County Department of Environmental Resources Mgmt. Mark Godwin, Sr. Environmental Analyst 2300 North Jog Road, 4 <sup>th</sup> Floor West Palm Beach, FL 33411-2743 (561) 233-2473 (561) 233-2414 Fax	<a href="mailto:mgodwin@pbcgov.org">mgodwin@pbcgov.org</a>





Serving the environment since 1992.

### GOVERNMENT REFERENCES

- GROUND APPLICATION SERVICES**      October 1, 2012 - September 30, 2021  
Tony Griffin      Aquatic, Wetland and Terrestrial  
SFWMD      Vegetation Control  
3301 Gun Club Road  
West Palm Beach, FL 33406      [tgriffin@sfwmd.gov](mailto:tgriffin@sfwmd.gov)  
(561) 682-5328  
(561) 682-5665 Fax
- PORTOFINO ISLES C.D.D.**      Open End Contract  
Rich Hans      Mitigation Area Planting, Lake, and Mitigation  
GMS-SF, LLC      Area Maintenance. Annual Monitoring Reports.  
5701 N. Pine Island Road, Suite #370  
Ft. Lauderdale, FL 33321      [rhans@govmgtsvc.com](mailto:rhans@govmgtsvc.com)  
(954) 721-8681 x-201  
(954) 721-9202 Fax
- PELICAN MARSH C.D.D.**      September 30, 2018  
John Vanover      7 Years of Maintenance for 71 waterbodies.  
985 Pelican Marsh Boulevard  
Naples, FL 34108      [johnjcv@yahoo.com](mailto:johnjcv@yahoo.com)  
(239) 592-5181  
(239) 592-9021 Fax
- STONEGATE C.D.D.**      September 30, 2012  
Luis Hernandez      4 Years of Maintenance for 6 lakes.  
GMS-SF, LLC  
5701 N. Pine Island Road, Suite#370  
Ft. Lauderdale, FL 33321      [lhernandez@govmgtsvc.com](mailto:lhernandez@govmgtsvc.com)  
(954) 721-8681 x-204  
(954) 721-9202 Fax
- CITY OF OAKLAND PARK**      September 30, 2013  
Arthur Saey      3 Year of Maintenance for 13 waterbodies,  
Stormwater Department      Water Quality Testing, Mitigation Area  
5100 NE 12<sup>th</sup> Terrace      Maintenance, and Cattail Clean-up.  
Oakland Park, FL 33334  
(954) 630-4433  
(954) 561-6109 Fax      [ArthurS@oaklandparkfl.org](mailto:ArthurS@oaklandparkfl.org)



**GOVERNMENT REFERENCES (Continued)**

PALM BEACH COUNTY Mike Rawls Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33416 (561) 493-6221 (561) 493-6228 Fax	September 30, 2018 9 Years of Maintenance for 4 sites. Lake, Littoral, and Upland Areas.  <a href="mailto:mrawls@pbcwater.com">mrawls@pbcwater.com</a>
VA NATIONAL CEMETERY John Schultz Kevcon, Inc. 401 E. Las Olas Boulevard Suites #130-483 Ft. Lauderdale, FL 33301 (561) 967-7593	July 31, 2010 Hand clearing of exotics, chip & haul , demo fenceline, remove dead trees, mitigation plant installation, and 1 year maintenance.  <a href="mailto:John.Schultz@kevcon.us">John.Schultz@kevcon.us</a>
C-4 IMPOUNDMENT Christina Stylianos SFWMD 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-2214 (561) 682-5665 Fax	June 3, 2010 Exotic Plant Control for 875 acres.  <a href="mailto:cstylian@sfwmd.gov">cstylian@sfwmd.gov</a>
FLORALAND DAIRY Brent Dubois Panther Passage Bank 1137 North Lakeshore Boulevard Lake Wales, FL 33853 (561) 779-9559	December 11, 2009 Onetime Clean-Up of Melaleuca, and Brazilian Pepper in 1,291.7 acres.  <a href="mailto:bwdubois@yahoo.com">bwdubois@yahoo.com</a>
J.W. CORBETT WMA Linda King FFWCC 8535 Northlake Boulevard West Palm Beach, FL 33412 (561) 624-6989	June 4, 2009 Lygodium Treatment for 3,410 acres.  <a href="mailto:Linda.King@myfwc.com">Linda.King@myfwc.com</a>
CYPRESS CREEK STORAGE Tony Griffin SFWMD 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-3345 (561) 682-5425 Fax	May 12, 2009 Exotic Plant Control for 160 acres.





**GOVERNMENT REFERENCES (Continued)**

BABCOCK WEBB WMA  
Andrew (Cason) Pope  
FFWCC  
29200 Tucker Grade  
Punta Gorda, FL 33955  
(941) 833-2555  
(941) 575-5768 Fax

May 11, 2009  
Clear, Disk, and Install 5-strand Barbed Wire  
Fence for 17.3 miles.

[Andrew.Pope@myfwc.com](mailto:Andrew.Pope@myfwc.com)

DINNER ISLAND RANCH WMA  
SPIRIT-OF-THE-WILD WMA  
Justin Nolte  
FFWCC  
20105 Country Road 833  
Clewiston, FL 33440  
(863) 228-7238

April 7, 2009  
Installation of Field Fence.

[Justin.Nolte@myfwc.com](mailto:Justin.Nolte@myfwc.com)





1600 Sawgrass Corporate Parkway  
Suite 300  
Sunrise, Florida 33323  
Tel 954-753-1730  
Fax 954-753-4509  
www.glhomes.com

**RE: Letter of Recommendation for Lake and Wetland Management, Inc.**

To Whom It May Concern:

GL Homes has worked with Lake and Wetland Management, Inc, Stuart Fischer and his staff, for over 12 years. In our dealings with Lake and Wetland Management, Inc. (LWM), we have always been impressed by the knowledge, communication, professionalism of their personnel and the timely response to bidding, installation and maintenance of our projects.

We have developed a good working relationship with LWM and find them to be reliable and accountable for work performed. They have planted, maintained and monitored thousands of acres of preserves (wetlands and uplands) and littoral areas for GL Homes throughout the relationship in accordance with regulations set by the governing agencies

They are the only firm we recommend for natural area restoration, plant installation, maintenance, exotic vegetation removal, and monitoring. Please do not hesitate to call me should you have any questions. My cell phone number is (954) 914-9119.

Best regards,

GL HOMES

A handwritten signature in black ink that reads "Rick E. Elsner". The signature is written in a cursive, flowing style.

Rick E. Elsner  
Vice President of Land Development





**Florida Fish  
and Wildlife  
Conservation  
Commission**

**Commissioners**

**Rodney Barreto**  
Chair  
Miami

**Kathy Barco**  
Jacksonville

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard A. Corbett**  
Tampa

**Dwight Stephenson**  
Delray Beach

**Kenneth W. Wright**  
Winter Park

**Brian S. Yablonski**  
Tallahassee

**Executive Staff**

**Kenneth D. Haddad**  
Executive Director

**Victor J. Heller**  
Assistant Executive  
Director

**Karen Ventimiglia**  
Deputy Chief of Staff

Office of the  
Executive Director  
Kenneth D. Haddad  
Executive Director

(850) 487-3796  
(850) 921-5786  
FAX

*Managing fish and wildlife  
resources for their long-  
term well-being and the  
benefit of people.*

**South Region**  
8535 Northlake Boulevard  
West Palm Beach, Florida  
33412-1207  
Voice: (561) 625-5122

Hearing/speech impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

31 July, 2009

To whom it may concern,

During Fiscal Year 2008-09, Lake and Wetland (Project Manager Chris Macdonald) treated exotic vegetation on the J.W. Corbett Wildlife Management Area for the Florida Fish and Wildlife Conservation Commission. Lake and Wetland treated 3,410 acres of pine flatwoods and depression marsh for Lygodium.

Lake and Wetland completed all work in a professional and timely manner. All bid specifications were followed and customer service, invoicing and processing exceeded expectations. They attended all required meetings and submitted daily chemical logs and weekly reports which included GPS tracks of their progress.

We would be pleased to have Lake and Wetland treat exotics on our property in the future.

Please contact me if you have any questions or concerns.

Linda King  
Fisheries and Wildlife Biological Scientist III  
Florida Fish and Wildlife Conservation Commission  
J.W. Corbett WMA  
561-624-6989



August 5, 2009

To Whom It May Concern:

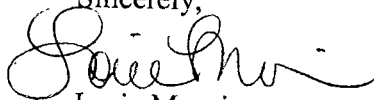
Please accept this letter as my personal letter of recommendation for Lake and Wetland Management, Inc. As a project manager for Lennar Homes, LLC, Land Development Division, I have been a very satisfied client of Lake and Wetland Management for over 3 years. They have constructed, planted and maintained hundreds of acres of wetlands and native plantings on numerous projects and communities for myself and our company throughout the years. They continue to maintain the majority of our properties to satisfy our ERP permit maintenance obligations and will do so for the foreseeable future.

Lake and Wetland Management and Stuart Fisher specifically have always put my communities and companies needs first. From the first clearing of exotics off of the property, to planting the mitigation areas, to the time zero inspections and into the maintenance portion of our permit, Lake and Wetland Management is always delivering excellent service. The quality of the plantings and aquatics are superior to many other companies I have dealt with in the past. Their work is always of great quality, installed timely and passes inspection the first time. Working with Lake and Wetland Management means my project will be completed on time and with in budget!

Lake and Wetland Management, Inc. is my go to company for any work I require related to lakes, wetlands, land clearing, native planting and wetland maintenance. I highly recommend the use of Lake and Wetland Management for any of the services they provide.

Please feel free to contact me with any further questions you may have. It would be my pleasure to speak with you.

Sincerely,



Lorie Moccia  
Land Development Project Manager  
Lennar Homes, LLC

305.485.2069  
954.646.5435 (Cell)





### **Lake and Wetland – Letter of Reference**

Lake and Wetland Management Inc has been maintaining the lakes and wetland areas at Tiburon for the past two years. I am very happy with condition of the areas that fall under their responsibility. The following are some of my thoughts in describing my experience with Lake and Wetland.

- Concerned about getting the job done properly
- Dependable
- Knowledgeable and well trained
- Willing to do whatever it takes to get the job done
- Know how to get around a golf course without causing issues with golfers or turf damage
- They have a good attitude and are a pleasure to work with
- They have the correct philosophy about encouraging “good” aquatic plants to occupy the space and not allowing weeds to encroach.

I am very pleased with the work that Lake and Wetland is doing at Tiburon. If you are looking for a company to maintain your wetlands or water bodies, I would encourage you to give them a try.

Lou Conzelmann  
239-850-2924  
Director of Golf Course Maintenance  
Tiburon Golf Club





**PELICAN MARSH**  
COMMUNITY DEVELOPMENT DISTRICT

May 17, 2017

To Whom It May Concern:

Lake and Wetlands, Inc. has been maintaining the Lakes and Preserves at Pelican Marsh/Tiburon for over 10 years. I have been very happy with the level of service they have provided. If you have any questions, please feel free to contact me at 239-450-6442.

Sincerely,

John C. Vanover  
Operations Manager



To Whom It May Concern,

This is to inform you of my firms THEMIS llc experience with the company,  
Lake and Wetland Management

THEMIS is an environmental consulting company that acts as the biological oversight company for Florida Power and Light Company's wetland restoration project entitled the Everglades Mitigation Bank Phase 2. Their work product spanned eradication sweeps from January 2010 to March 2010.

It has been my pleasure to oversee the exotic and native nuisance eradication work performed by Lake and Wetland Management on site Field Supervisor Scott McFarlane and his eight (8) man crew. They conducted their work in a professional manner. They adhered to all the safety and work hour restraints imposed upon them. Their work was thorough with excellent kill percentages and there was very minimal to mostly no overspray damage. These conditions were observed while inspecting the results of their work on several thousand acres of fresh marsh and tree island mosaic habitat. The coordination and paperwork from Supervisor Chris McDonald was prompt and all items requested were provided in a timely manner.

The work product provided by Lake and Wetlands has been instrumental in maintaining the wetlands within permit stipulations and it is my opinion that they have done more than was expected from them.

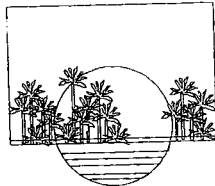
Should you have any questions you may contact me at [billmaus@aol.com](mailto:billmaus@aol.com)

Sincerely,

Bill L. Maus - President

THEMIS llc

Environmental Consultants



Themis llc  
The Maus Institute of Science  
Environmental Consultants  
7301 S.W. Fox Brown Rd.  
Indiantown, Fl 34956



Florida Power and Light Company-Exotic Eradication Maintenance EMB Phase 2, 2010

**EMB Phase 2 Exotic Maintenance – Assessment Area 1**

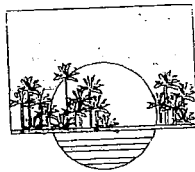
On April 15, 2010 THEMIS performed the inspection of the 2010 exotic eradication efforts for Phase 2's Assessment Area 1 of Florida Power and Lights Everglades Mitigation Bank. There was great effort and excellent results on the majority of the acreage within this polygon. The property was investigated and at the time of inspection revealed that the majority of target species had been treated and appeared dead. There was no drift damage nor chemical "bleed" noticed on surrounding vegetation that had been targeted. The work on the cattail was some of the best work seen in recent years. There were three small areas that were found to support Lygodium and/or Melaleuca. The Lygodium is particularly important to target as this plant can produce sporing bodies that are easily moved by wind, water, or even animal traffic. It is the goal of the Mitigation Bank to break the seed bank and reduce the presence of exotics.

Please refer to the Latitude and Longitude coordinates included within this report for the location points for these problem areas. THEMIS has not completed the inspection of all the Assessment Areas that are in Lake and Wetlands contract but will complete the inspections and provide the results of the inspections for the remaining areas shortly.

Sincerely,

**Bill Maus**

**THEMIS**  
Environmental Consultants



**THEMIS LLC**  
THEMAUS INSTITUTE OF SCIENCE  
**Environmental**  
**Consultants**

7301 S.W. Fox Brown Rd. Office 772-597-5999  
Indiantown, FL. 34956 Cell 561-252-5140  
Fax 772-597-5959









LAND  
DESIGN  
SOUTH



Planning  
Landscape Architecture  
Environmental Services  
Transportation

---

July 8, 2009

**Re: Letter Of Recommendation For Lake And Wetland Management**

To Whom It May Concern:

I have worked with Lake And Wetland Management (LWM) for several years. Land Design South has prepared plans that LWM has provided the labor and materials for installation and maintenance of native habitat restoration in the general south Florida area.

Our sister company, Environmental Design South, has also contracted LWM to perform the same services under our supervision and coordination.

We have developed a good working relationship and find LWM to be reliable and accountable for work performed, while maintaining necessary compliance according to the approved plans and requirements of the governing agencies.

If you have any questions please do not hesitate to give me a call.

Sincerely,

LAND DESIGN SOUTH

Jerry Renick  
Principal, Environmental Division





246 East Grand Avenue  
Escondido, CA 92025  
(760) 233-8876 (phone)  
(760) 432-0317 (fax)  
www.kevcon.us

September 30th, 2010

Lake & Wetland Management, Inc.  
9218 87<sup>th</sup> Place South  
Boynton Beach, FL 33472

Attn: Stu Fisher

Sub: Contract #: VA101 (183B4)-C-0047  
Project #: 924CM2001B  
DVA National Cemetery, Palm Beach County, Florida

Dear Mr. Stu Fisher,

Kevcon would like to thank all of Lake & Wetland Management, Inc. Staff for their professional service on the South Florida Veterans Cemetery, Phase 1B Project. Lake & Wetland's experience in working with South Florida Water Management District procedures and expectation made a great impression on the DVA and its staff. Lake & Wetland's expertise allowed the Veterans Administration to modify planting for varying site conditions and still maintain permit compliance. Lake & Wetland's "get it done right and now" approach saved the project time and money by sequencing the planting with the project phasing. Lake & Wetland's follow-up maintenance of planting in their initial year has ensure the success of the mitigation areas and permit compliance. I enjoyed the working relationship that developed between Lake & Wetland and Kevcon during the project.

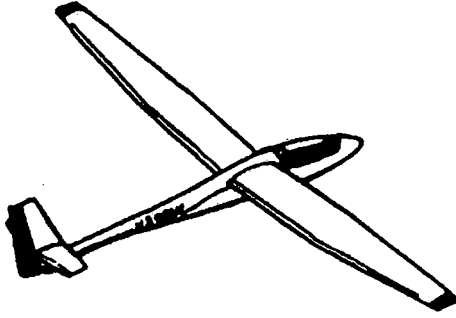
I recommend Lake & Wetland Management, Inc. for any size or complexity of mitigation or restoration project upland or wetland.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Schulz Jr.", written in a cursive style.

John E. Schulz Jr,  
Project Manager  
Kevcon, Inc.  
Cel: 954-980-0644





***Willis Gliderport  
Property Owners Association, Inc.***

January 15, 2014

To whom it may concern:

The Community of Willisgilderport has been using the services of Stuart Fischer, Lake & Wetland management for the last 3 years. The maintenance program consist of waterway , ditch bank and mitigation services. The level of service and communication has been excellent since the day we employed them.

Thank You,

Candace Hitchon  
Secretary of Willisgilderport POA







APR 01 2016

Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.org/crm



Palm Beach County  
Board of County  
Commissioners

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

County Administrator  
Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

March 28, 2016

Mr. Matthew Kamula, President  
Osprey Isles HOA, Inc.  
4227 Northlake Blvd.  
Palm Beach Gardens, FL 33410

Dear Mr. Kamula:

**SUBJECT: NOTICE OF INSPECTION FOR OSPREY ISLES  
UPLAND PRESERVE AREAS**

Environmental Resources Management staff inspected upland preserve areas within this community on March 23, 2016. The preserve areas were found to be in excellent condition with all native vegetation being maintained in accordance with the Preserve Area Management Plan on file.

Should you require more information, please contact Mark Godwin at (561) 233-2473.

Sincerely,

A handwritten signature in cursive script that reads "John Reiser".

John Reiser  
Environmental Program Supervisor  
Resources Protection

JR:MG





LOIS FRANKEL  
22ND DISTRICT, FLORIDA

WASHINGTON OFFICE:  
1037 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20615  
(202) 226-9890

DISTRICT OFFICE:  
2500 NORTH MILITARY TRAIL  
SUITE #490  
BOCA RATON, FL 33431  
(561) 998-9045  
TOLL FREE (866) 284-0957

frankel.house.gov

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-0922

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STEERING AND POLICY  
COMMITTEE

April 11, 2016

Lakes & Wetland Management, Inc.  
100 E. Linton Blvd Suite 500B  
Delray Beach, FL 33483

Dear Brian and Stuart,

I read the recent piece in the *South Florida Business Journal* with regard to your work and I wanted to take a moment to commend you.

Entrepreneurs and small business owners like you are essential to our South Florida community. Your commitment to finding green solutions for environmental problems is inspiring and necessary for keeping our waterways safe and sustainable.

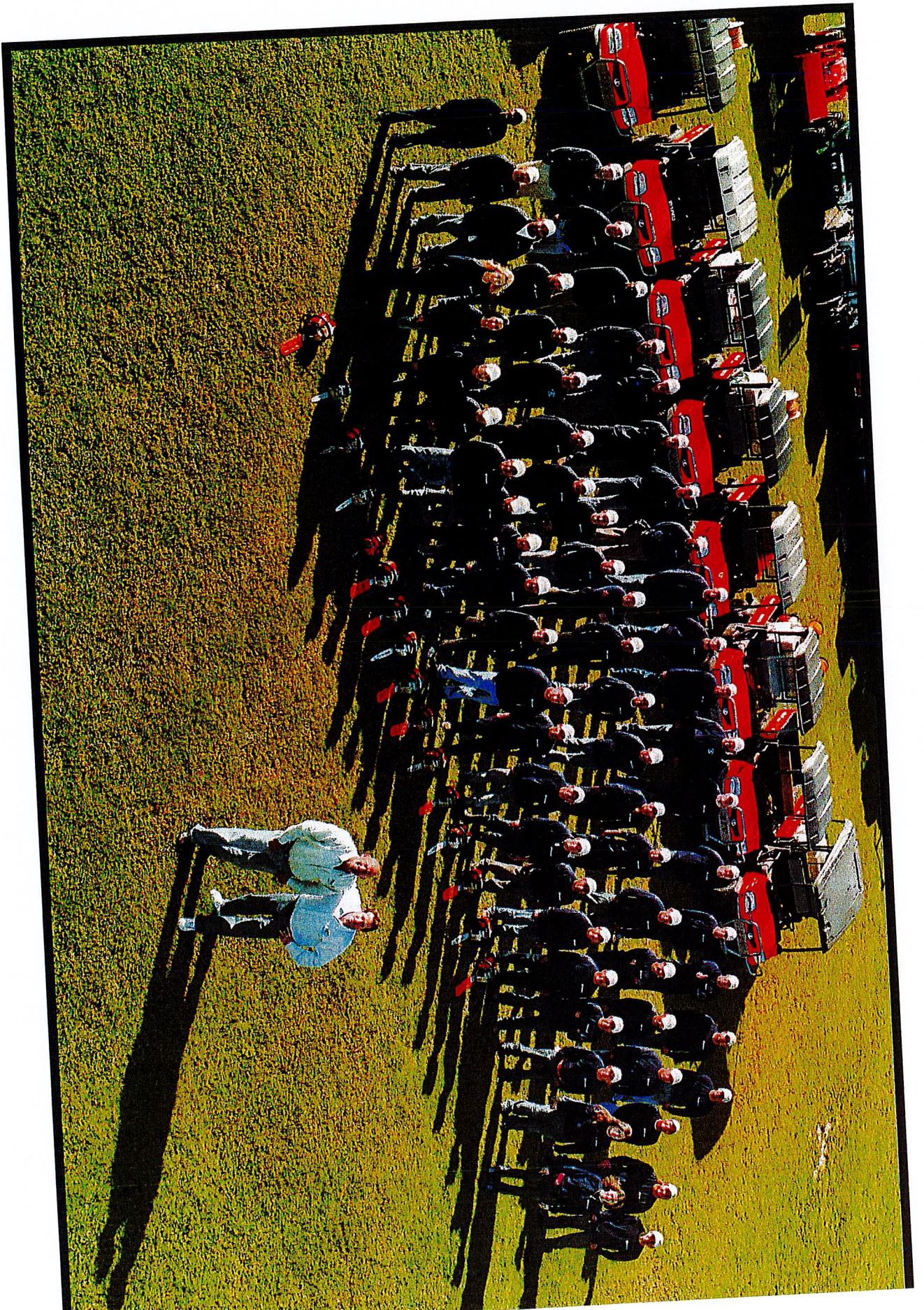
I wish you the best of luck in your endeavors. Please contact me if I or my office can ever be of assistance.

Always,



Lois Frankel  
Member of Congress  
Florida's 22nd District























9218  
Lake and Wetland  
Management  
**NAIVE NURSERY**  
(561) 735-3732

