

RESOLUTION NO. 07- 511

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE SELECTION OF U.S. GROUNDS, INC. FOR STREET SWEEPING SERVICES; APPROVING THE CONTRACT BETWEEN U.S. GROUNDS, INC., AND THE TOWN; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Proposals ("RFP") for street sweeping services on March 1, 2007; and

WHEREAS, on March 26, 2007, all bids were publicly opened and read; and

WHEREAS, after reviewing all bids submitted to the Town, the Town Manager recommends the selection of U.S. Grounds, Inc.; and

WHEREAS, the Town Council finds that approval of U.S. Grounds, Inc., along with the Contract, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of U.S. Grounds, Inc. U.S. Grounds Inc., is selected and approved to perform street sweeping services.

Section 3. Approval of Contract. The Contract for street sweeping services between the Town and U.S. Grounds, Inc. (the "Contract"), a copy of which is attached as

Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 6. Execution of Contract.** The Town Manager is authorized to execute the Contract on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contract and to execute any extensions and/or amendments to the Contract, subject to the approval as to form and legality by the Town Attorney.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10 day of April, 2007.

Motion to adopt by Nancy Simon, second by Mary Collins.

FINAL VOTE AT ADOPTION

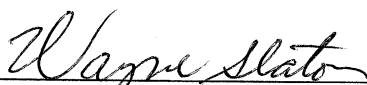
Mayor Wayne Slaton

yes


Vice Mayor Mary Collins

yes

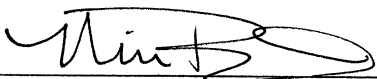
Councilmember Roberto Alonso absent  
Councilmember Robert Meador yes  
Councilmember Michael Pizzi yes  
Councilmember Richard Pulido yes  
Councilmember Nancy Simon yes

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Debra Eastman, MMC  
TOWN CLERK

Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:

  
\_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.  
TOWN ATTORNEY

# EXHIBIT A

**CONTRACT BETWEEN**  
**THE TOWN OF MIAMI LAKES**  
**AND**  
**U.S. GROUNDS, INC.**  
**FOR STREET SWEEPING SERVICES**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Miami Lakes, Florida (the "Town") and U.S. Grounds, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

**1.1** **SCOPE OF WORK** - The Contractor shall furnish all labor and equipment required to sweep all the public streets and the parks specified in section 1.4 within the Town of Miami Lakes (the "Work"). Equipment shall include a mechanical broom sweeper and dump truck. Labor shall include equipment operators along with proper supervision.

**1.2** **SPECIFIC REQUIREMENTS** - In order to adequately carry out the Work specified in the Contract, the Contractor shall adhere to the following minimum requirements.

- A. Mechanical Broom Sweeper ("Sweeper")- Sweepers shall be in good working order, street legal and equipped with a dust suppression system. Sweepers shall be sufficient in size to sweep a 12 foot lane. Sweepers shall be equipped with a flashing traffic control arrow and safety markings. Sweepers shall have the capability of holding 4.5 cubic yards of debris. Sweepers shall be Elgin Broom Bear Series H or approved equal.
- B. Dump Truck ("Truck") - Truck shall be in good working order and highway legal. Truck shall have the capability of holding a minimum of 5 cubic yards.
- C. Labor- Each piece of equipment shall be operated by a trained employee carrying a valid Florida Drivers License. An English speaking supervisor shall be available to inspect the work at its completion to ensure satisfaction with the final results.
- D. Special Occurrences Response Time - During times of disaster recovery, the Town will have the need to rely on the Contractor to perform services beyond those contracted. In such a case, the response time to begin this work shall be no longer than forty eight (48) hours from the time of the request and the work shall continue until all assigned work has been completed. The request shall include the number of vehicles that the

Town determines is needed to perform the services during a disaster recovery. Requests shall be made in any form available during times of disasters. This shall include, but is not limited to telephone, email, etc.

**1.3** **DISPOSAL OF DEBRIS** – All debris collected shall become the property of the Contractor and disposed of in an approved location. The Contractor shall provide the Town a receipt indicating the material has been disposed of in a legally acceptable manner. Dumping fees shall not be paid for separately but shall be considered incidental and part of the cost of the Work.

**1.4** **FREQUENCY** – The Town has approximately 19 miles of roadway or 56 lane miles. It is anticipated the streets will be swept 18 times, averaging 15-30 days between sweeping. Residential streets should be swept during daylight hours and arterial and collector streets swept between 10pm and 7am. Schedule of service will be mutually agreed upon.

In addition to the streets described above, the following Parks will also be swept on a quarterly basis:

- 1) Miami Lakes Park (Back Parking lot)  
6411 NW 162 ST  
Miami Lakes, FL 33014
- 2) Royal Oaks Park  
16500 NW 87 AVE  
Miami Lakes, FL 33016
- 3) Miami Lakes Picnic Park West  
15151 Montrose Road (NW 82 AVE)  
Miami Lakes, FL 33014
- 4) Miami Lakes Picnic Park East  
6101 Miami Lakes Drive E  
Miami Lakes, FL 33014

**1.5** **LIQUIDATED DAMAGES** – The Town and Contractor recognize that time is of the essence during times of disaster recovery and that the Town will suffer financial loss and other damages if the work requested during times of a disaster recovery does not begin within the time specified in paragraph 1.2D, above. The parties also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Town if the work requested during times of disaster recovery does not begin within the time specified in paragraph 1.2D. Contractor acknowledges and agrees that the actual delay damages which the Town will suffer in the event of delay in starting the work requested by the Town during times of disaster recovery are difficult,

if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the Town is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, the Town and Contractor agree, that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Town One Thousand and 00/100 dollars (\$1,000.00) for each vehicle per day that the requested vehicle does not commence work within the time limits specified in Paragraph 1.2.D Liquidated damages shall be deducted from the Contractor's Final Application for Payment. However, if at the time of the Contractor's Final Application for Payment, Contractor is owed insufficient amounts to fully cover the deduction for liquidated damages, then Contractor shall pay any amount due within 10 days of written demand by the Town.

## **1.6** **COMPENSATION/PAYMENT** -

Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

**1.6.1** The Town shall make payments on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

**1.6.2** The Contractor shall be compensated at the unit prices specified in the Bid Form attached as Exhibit A to the Contract upon the actual Work completed for the month.

**1.6.3** Payment of submitted invoices will be subject to reconciliation with a GPS system that will be provided by the Town that will allow the Town to verify the streets that have been swept.

**1.6.4**- Included in the Contract sum is an allowance account of \$50,000 for disaster recovery, emergencies, quantity adjustments, and additional work or materials, that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract documents. Monies may only be retrieved from this account at the prior approval of the Town Manager or his designee and pursuant to any procedures outlined by the Town Manager or his designee.

**1.7** **TERM** - This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town, through the Town Manager, may renew this Contract on an annual basis for up to two (2) additional years. All terms of the Contract shall remain in place (including unit prices) for the renewal period. Such renewal shall be effective

upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

**1.8** **NON-WAIVER** - The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Contract.

**1.9** **PROTECTION OF PROPERTY AND THE PUBLIC** - The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

**1.9.1** The Contractor shall take all necessary precautions for the safety of its employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

**1.9.2** The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

**1.9.3** The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures) of the Town and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

**1.9.4** Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from

injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

**1.10 INDEMNIFICATION -**

**1.10.1** The Contractor shall 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 any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

**1.10.2** This indemnification obligation shall survive the termination of this Contract.

**1.10.3** The Contractor shall defend the Town or provide for such defense, at the Town's option.

**1.10.4** The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

**1.11 CONTRACT DOCUMENTS** - The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;  
All Addendums;  
Contract;  
Proposal;  
Detailed Specifications;  
Qualification Statement;  
Public Entity Crime Form;  
Insurance Certificates  
Cone of Silence;  
Non-Collusive Affidavit;



Anti-Kickback Affidavit;  
Performance Bond

**1.12 CONTRACTOR'S EMPLOYEES -**

**1.12.1** The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

**1.12.2** Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

**1.12.3** Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Contract.

**1.12.4** The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

**1.13 VEHICLES AND EQUIPMENT** - Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to perform the Work under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. Additionally, a magnetic sign shall be placed on each vehicle with the name and logo of the Town of Miami Lakes during the period the vehicles are in service for the Town. These magnetic signs will be provided by the Town at the Town's expense, one (1) for each vehicle.

**1.14 INSURANCE** - The Contractor shall provide and maintain during the life of this Contract the following coverage.

**1.14.1 Worker's Compensation Insurance and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

**1.14.2 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall 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 shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than that of the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

**1.14.3 Commercial General Liability:** This insurance shall be written in comprehensive form and shall 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 shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than that of the latest edition of the Commercial General Liability Policy, without restrictive endorsement, 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.

**1.14.4 Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required in the Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of the policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar day's written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

**1.14.5 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. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to

the Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured and Additional Insured in the same manner as if separate policies had been issued to each.

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

**1.15** **ASSIGNMENT AND AMENDMENT** - No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the Town. This Contract may only be amended, by the parties, with the same formalities as this Contract.

**1.16** **TERMINATION** -

**1.16.1** Either party may terminate this Contract without cause upon 90 days written notice to the other party.

**1.16.2** Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

**1.16.3** After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

**1.16.4** The Town may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

**1.17** **CHOICE OF LAW - THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. VENUE SHALL LIE IN MIAMI-DADE COUNTY.**

**1.18** **ATTORNEY'S FEES** - In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

**1.19** **ACCESS TO PUBLIC RECORDS** - The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Contract for the refusal by the

Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

**1.20** **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of termination the Contractor shall allow Town representatives access during reasonable business hours to Contractor's and subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

**1.21** **SEVERABILITY**- If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

**1.22** **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

**1.23** **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**1.24** **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or subcontractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

**1.25** **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and

conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

**1.26 BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Contract. Background checks must be performed prior to the performance of any Work by the employee under the Contract. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

**1.27 NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes  
15700 N.W. 67 Ave  
Miami Lakes, FL 33014  
Attention: Town Clerk

Contractor:

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IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Debra Eastman, Town Clerk

By: \_\_\_\_\_  
Wayne Slaton, Mayor

By: \_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza & Guedes, P.L.  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**BID FORM**

The following Bid Form is presented to assist the Town in evaluating the Bid. After Award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Frequency</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Street Sweeping	1010	Lane Miles	Refer to 4.4	<u>31.90</u>	<u>32,219</u>
101-2	Parks (see Section 4.4)	93,600	Sq/ft	Refer to 4.4	<u>.04</u>	<u>3,744</u>
A-1	Allowances	1	LS		\$50,000	\$50,000
<b>TOTAL BASE BID AMOUNT</b>					<b>\$ 85,963</b>	

TOTAL BASE BID AMOUNT  
(IN WORDS)

Eighty five thousand, nine hundred and sixty three Dollars

**Bid Item Footnotes:**

101-1, 101-2: These items include all labor and equipment necessary to complete this task. There is no separate payment item for disposal of debris. Dumping fees shall be paid for by the Contractor. Additionally, water necessary for dust control shall be the responsibility of the Contractor. There is no separate payment item for water. This item is all inclusive and shall not be included with any other payment item.

101-2: Services for these items will be required on a Quarterly basis

101-2: Square Footage measurements are estimates.

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Total Base Bid Amount will include all items described in the Section 4 of the Bid Documents (Detailed Specifications).

**BID PROPOSAL**

Any additional proposals are not included in the Contract, but shall be performed at the request of the Town Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT \$ 85,963.00

TOTAL BASE BID AMOUNT (IN WORDS) Eighty five Thousand, nine hundred and Sixty three Dollars.

Taxpayer Identification Number: 65-0457337

BIDDER: U.S. Grands, Inc.  
(Company Name)

D. B.  
(Signature of Authorized Representative)

Isaac Baker, President  
(Printed Name and Title)