RESOLUTION NO. 26-2203

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING ITB 2024-13, HVAC & REFRIGERATION EQUIPMENT REPAIR AND MAINTENANCE SERVICES - AS NEEDED, TO GREEN AIR INNOVATIONS, INC. AS THE PRIMARY CONTRACTOR AND AIR CHANGES MECHANICAL AS THE SECONDARY CONTRACTOR, IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENTS FOR AN INITIAL TERM OF THREE (3) YEARS WITH TWO (2) ONE-YEAR OPTIONS TO RENEW; AUTHORIZING AWARD TO THE THIRD-LOWEST RESPONSIVE AND RESPONSIBLE BIDDER UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") requires preventive, as-needed, and on-call repair and maintenance services for Town-owned air conditioning systems, central units, wall units, and HVAC and refrigeration equipment, including associated electronic controls and mechanical equipment; and

WHEREAS, the required services include the provision of all labor, supervision, materials, supplies, equipment, tools, transportation, shop facilities, preventive maintenance, and other services necessary to inspect, repair, and service Town-owned air conditioning and refrigeration equipment; and

WHEREAS, on July 13, 2026, the Town issued Invitation to Bid ("ITB") 2024-13 for HVAC & Refrigeration Equipment Repair and Maintenance Services - AS NEEDED, which was advertised in the Community Newspapers, posted to DemandStar and Public Purchase, and posted on the electronic board in the Government Center lobby; and

WHEREAS, on August 13, 2026, the Town received five (5) bids in response to the ITB from Green Air Innovations, Inc. ("Green Air"), Air Changes Mechanical ("Air Changes"), Pilar Services, Inc., Con-Mach, Inc., and Peak Air Mechanical, LLC; and

WHEREAS, Green Air submitted the lowest bid in the amount of Twenty-Two Thousand Seven Hundred Twenty Dollars ($22,720.00), and Air Changes submitted the second-lowest bid in the amount of Twenty-Three Thousand Two Hundred Dollars ($23,200.00); and

WHEREAS, Procurement conducted a due diligence review of the bid submittals and determined that the bids submitted by Green Air and Air Changes did not contain material defects and that no deficiencies were identified with respect to their qualifications; and

WHEREAS, Green Air is properly licensed to perform the required work, is a Class A Air Conditioning Contractor, employs technicians holding EPA Universal certifications, and has demonstrated experience providing commercial HVAC repairs, preventive maintenance, and rapid-response services; and

WHEREAS, Air Changes is properly licensed to perform the required work and has demonstrated experience providing preventive maintenance, corrective services, controls, HVAC repairs, and related services, including services for governmental entities; and

WHEREAS, based upon its review, Town staff determined that Green Air is the lowest responsive and responsible bidder and that its bid prices are fair and reasonable; and

WHEREAS, Town staff recommends awarding ITB 2024-13 to Green Air as the primary contractor and Air Changes as the secondary contractor, in an amount not to exceed budgeted funds, for an initial term of three (3) years with two (2) one-year options to renew; and

WHEREAS, to avoid potential delays in obtaining required HVAC and refrigeration services, Town staff further recommends authorizing the Town Manager to award the contract to the third-lowest responsive and responsible bidder in the event the primary or secondary contractor is deemed non-responsive, withdraws its bid, or is otherwise unable to perform the work as required; and

WHEREAS, the Town Council finds that the award of ITB 2024-13 as provided herein serves a valid public purpose and 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 Adopted. The foregoing recitals are true and correct and are hereby ratified, confirmed, and incorporated herein by this reference as if fully set forth in this Section.

Section 2. Award and Authorization; Implementation. The Town Council hereby awards ITB 2024-13, HVAC & Refrigeration Equipment Repair and Maintenance Services - AS NEEDED, to Green Air Innovations, Inc. as the primary contractor and Air Changes Mechanical as the secondary contractor, in an amount not to exceed budgeted funds. The Town Manager, or designee, is hereby authorized to negotiate and execute agreements with Green Air Innovations, Inc. and Air Changes Mechanical for an initial term of three (3) years, with two (2) one-year options to renew, together with any related documents necessary to implement the purposes of this Resolution, subject to approval as to form and legal sufficiency by the Town Attorney. The Town

Manager, or designee, is further authorized to exercise the renewal options and expend budgeted funds for the services contemplated herein, subject to the availability and appropriation of funds.

Section 3. Alternate Award Authorization. In the event that the primary or secondary contractor is deemed non-responsive, withdraws its bid, or is otherwise unable to perform the work as required, the Town Manager, or designee, is hereby authorized to award a contract to the third-lowest responsive and responsible bidder under ITB 2024-13 to expend budgeted funds in furtherance thereof, and to execute all documents necessary to implement such award, subject to approval as to form and legal sufficiency by the Town Attorney and subject to the availability and appropriation of funds.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

************THIS PORTION HAS BEEN LEFT PURPOSEFULLY BLANK**************

The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Councilmember Sanchez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

Passed and adopted this 15th day of September 2026.

Joshua Dieguez
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

Lorenzo Cobiella
Gastesi, Lopez Mestre and Cobiella, PLLC
Deputy Town Attorney

HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

2026-13

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Juan Carlos Fernandez
Councilmember Angelo Cuadra Garcia
Councilmember Ray Garcia
Councilmember Steven Herzberg
Councilmember Alex Sanchez

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

HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

2026-13

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
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Councilmember Alex Sanchez

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

HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

2026-13

Contents

A. NOTICE TO BIDDERS 6

A.1. SOLICITATION OVERVIEW 6

A.2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE: 6

A.3. CONE OF SILENCE: 7

B. INSTRUCTIONS TO BIDDERS 8

DEFINITION OF TERMS 8

BID PROCESS 10

GENERAL REQUIREMENTS FOR BID PROCESS 10

PREPARATION OF BID 10

ESTIMATED QUANTITIES 10

LINE ITEM QUANTITIES 11

ADDITIONAL LINE ITEM PRICING 11

BID PREPARATION COSTS AND RELATED COSTS 11

QUALIFICATION OF BIDDERS 11

EXAMINATION OF CONTRACT DOCUMENTS 11

INTERPRETATIONS AND CLARIFICATIONS 12

POSTPONEMENT OF BID OPENING DATE 12

ACCEPTANCE OR REJECTION OF BIDS 12

WITHDRAWAL OF BID 12

OPENING OF BIDS 12

LOCAL VENDOR PREFERENCE 13

TIE BIDS 13

AWARD OF CONTRACT(S) 13

BID PROTEST PROCESS 13

EXECUTION OF CONTRACT 13

PERFORMANCE & PAYMENT BONDS 14

REQUIRED FORMS & AFFIDAVITS 14

COLLUSION 14

RELATIONSHIPS WITH THE TOWN AFFIDAVIT 14

CONFLICT OF INTEREST/ANTI-KICKBACK 14
PUBLIC RECORDS AFFIDAVIT 15
PUBLIC ENTITY CRIMES ACT 15
C. GENERAL TERMS & CONDITIONS 16
C.1 GENERAL REQUIREMENTS 16
GENERALLY 16
RULES AND REGULATIONS 16
HOURS FOR PERFORMING WORK 16
SUBCONTRACTORS 16
CONSULTANT SERVICES 17
AUTHORITY OF THE PROJECT MANAGER 17
INDEPENDENT CONTRACTOR 18
THIRD-PARTY BENEFICIARIES 18
ASSIGNMENT OR SALE OF CONTRACT 18
TIME FOR COMPLETION 18
APPLICABLE LAW AND VENUE OF LITIGATION 19
NON-EXCLUSIVE CONTRACT 19
SEVERABILITY 19
CONTRACT DOCUMENTS CONTAIN ALL TERMS 19
ENTIRE AGREEMENT 19
INTENTION OF THE TOWN 19
PRIORITY OF PROVISIONS 20
ROYALTIES AND PATENTS 20
PURCHASE AND DELIVERY, STORAGE AND INSTALLATION 20
VEHICLES & EQUIPMENT 21
OWNERSHIP OF THE WORK 21
TOWN LICENSES, PERMITS AND FEES 21
TAXES 21
REMOVAL OF UNSATISFACTORY PERSONNEL 21
DEFECTIVE OR NON-COMPLIANT WORK 22
COMPLIANCE WITH APPLICABLE LAWS 22
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA 22
NOTICES 23

INDEMNITY & INSURANCE 23
INDEMNIFICATION 23
CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK 24
DEFENSE OF CLAIMS 24
INSURANCE 24
PUBLIC RECORDS 26
ACCESS, REVIEW AND RELEASE OF RECORDS 26
PUBLIC RECORDS 26
RETENTION AND TRANSFER OF PUBLIC RECORDS 27
CONTRACT MODIFICATION AND DISPUTE PROCESS 27
CHANGE ORDERS 27
FORCE MAJEURE 28
EXTENSION OF TIME 28
EXCUSABLE DELAY, NON-COMPENSABLE 30
CLAIMS 30
CONTINUING THE WORK 31
FRAUD AND MISREPRESENTATION 31
STOP WORK ORDER 31
MATERIALITY AND WAIVER OF BREACH 32
TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 32
CONTRACT EXTENSION 32
EARLY TERMINATION & DEFAULT 32
SET-OFFS, WITHOLDING, AND DEDUCTIONS 32
CONTRACTOR DEFAULT 33
TERMINATION FOR CONVENIENCE 34
REMEDIES AVAILABLE TO THE TOWN 35
FUNDS AVAILABILITY 35
PAYMENT PROCESS 35
COMPENSATION 35
ESTIMATED QUANTITIES 35
LINE-ITEM PRICING 36
LINE-ITEM QUANTITIES 36
ADDITIONAL LINE-ITEM PRICING 36

REIMBURSIBLE EXPENSES 36
D. PROJECT OVERVIEW 37
D.1 SCOPE OF SERVICES 37
D.2 PERFORMANCE STANDARDS. 37
D.2.1. INSTALLATION 37
D.2.2 SERVICES 38
D.2.3 LOCATIONS 40
D.2.4 CONTRACT TERM 41
D.2.5 COST ADJUSTMENTS 41
D.2.6 CONTRACTOR RESPONSIBILITIES 42
D.2.8 PERSONNEL CLASSIFICATIONS 44
D.2.9 WORK ORDERS 44
D.2.10 TOWN FURNISHED DRAWINGS 45
D.2.11 ACCESS TO UTILITIES 45
D.2.12 AUTHORITY OF THE PROJECT MANAGER 45
D.2.13 PERMIT REQUIREMENTS 46
CONTRACT TERM 47
D.2.14 LIQUIDATED DAMAGES 47
D.2.15 TRAVEL CHARGES 47
D.2.16 WARRANTY 47
D.2.16 INVOICING 47
D.2.17 RECORDS 47
D.2.18 ADDITIONAL SERVICES 47
D.2.19 APPLICABLE LAWS AND STANDARDS 48
D.2.20 MATERIALS AND SERVICES 48
D.2.21 SAFETY AND HEALTH 48
D.2.22 UNAUTHORIZED WORK 48
D.2.23 CHANGES/ALTERATIONS/ASSIGNMENTS 48
D.2.24 SUBCONTRACTOR(S) 48
SECTION E– CONTRACT EXECUTION FORM 52
SECTION F – CONTRACTOR'S BID ..... Error! Bookmark not defined.

A. NOTICE TO BIDDERS

ITB Name: HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

ITB No.: 2026-13

DATE ADVERTISED	**JULY 13, 2026**
NON-MANDATORY PRE-BID CONFERENCE	**10:00 AM, JULY 23, 2026**
BIDS DUE	**10:00 AM, AUGUST 13, 2026**

A.1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and licensed contractors to provide HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED to the Town on an as-needed basis ("Services"). See Exhibit A, Contract 2026-13, for a full scope of services and additional specifications. 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 CD-ROM or 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, AUGUST 13, 2026,** at which time the Bids will be opened. Bids received after the stated date and time will be deemed non-responsive.

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, or on DemandStar's website at 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.

A NON-MANDATORY PRE-BID CONFERENCE is scheduled for **10:00 AM, JULY 23, 2026**, at Town of Miami Lakes Town Hall – 6601 Main Street, Miami Lakes, Fl 33014.

It is strongly recommended that potential proposers attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

A.2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Possess a current valid applicable State of Florida License / Certification to perform the services outlined in this ITB within the Miami-Dade County, FL areas such as a Miami-Dade County Mechanical Journeyman license or Certified Air Conditioning Contractor, and technicians with an

EPA 608 Technical Program Certification. Current licenses must be provided with bid, and no personnel shall service Town facilities without said licenses.

2. Must be at least a Class A State certified mechanical contractor.

3. Have provided similar services to those specified herein to governmental agencies or corporations for a minimum of three (3) years demonstrated through three (3) different verifiable client references utilizing Form CRL – Client Reference Letter.

4. Manufacturer Authorization: proposers shall submit for each manufacturer, documentation from the manufacturer that it is authorized to obtain and sell parts, install and provide service.

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.

A.3. CONE OF SILENCE:

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 while the Cone of Silence is in effect. No other communication, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Proposal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

B. INSTRUCTIONS TO BIDDERS

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 Documentso
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 is 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 ensure 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.

BID PROCESS

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.

Joint Venture or Teaming Agreements

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

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.

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.

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.

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.

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.

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.

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.

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. 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.

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.

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.

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.

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.

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).

LOCAL VENDOR PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 26-350. 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.

TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids 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.

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.

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 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

PERFORMANCE & PAYMENT BONDS

The Successful Bidder 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% of the Contract value. 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.

REQUIRED FORMS & AFFIDAVITS

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 mean 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.

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.

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 spouses, 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.

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.

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

C. GENERAL TERMS & CONDITIONS

C.1 GENERAL REQUIREMENTS

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.

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.

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.

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.

Contractors 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 includes this form may result in the Bid being rejected as non-responsive.

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.

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 person performing any of the Work.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

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.

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).

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.

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.

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.

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

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Mr. Rogelio Coto
Green Air Innovations, Inc.
14375 SW 119 Avenue
Miami, Fl 33186
info@callgreenair.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.

INDEMNITY & INSURANCE

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.

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.

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.

INSURANCE

1. 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:

2. 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"):

3. 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.

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.

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

CGL Required Endorsements:

Employees included as insured

Contingent Liability/Independent Contractors Coverage

Contractual Liability

Waiver of Subrogation

Premises and/or Operations

Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)

Loading and Unloading

Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

4. 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

5. 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.

6. 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.

PUBLIC RECORDS

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.

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.

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.

CONTRACT MODIFICATION AND DISPUTE PROCESS

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 the 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.

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.

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.

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.

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 Contract 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.

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.

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.

STOP WORK ORDER

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

Cancel the Stop Work Order; or

Terminate the Work covered by such order as provided in Article 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.

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.

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.

CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

EARLY TERMINATION & DEFAULT

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:

Any amount of any claim by a third party;

Any Liquidated Damages, and/or;

Any unpaid legally enforceable debt owed by the Contractor to the Town.

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

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

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:

The Contractor has not performed the Work in a timely manner;

The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;

The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;

The Contractor has failed in the representation of any warranties stated herein;

When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

f. 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.

g. 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.

TERMINATION FOR CONVENIENCE

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

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

Take such action as may be necessary for the protection and preservation of the Town's materials and property;

Cancel all cancelable orders for materials and equipment;

Remove all materials, supplies or equipment that may be used by the Contractor on other work;

Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;

Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and

All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

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

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

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.

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.

PAYMENT PROCESS

COMPENSATION

The Contractor shall be compensated based on actual work completed and accepted by the Town's Project Manager. Compensation will be determined using the unit prices specified in the Contract, with no guarantee of recurring monthly work or payment.

The Contractor may submit one invoice per month for completed and accepted work. Each invoice must be submitted using the Town's Contractor Payment Application ("Invoice") form, available on the Town's website at http://www.miamilakes-fl.gov/. Incomplete invoices or failure to use the required form may result in delayed payments.

Invoices will be processed in accordance with the Florida Local Government Prompt Payment Act. The Town will take action to either pay, reject, or issue partial payment on submitted invoices based on the Project Manager's acceptance of the work. No payments will be due or payable for work not performed, materials not furnished, or work that has not been accepted by the Town.

In the event of an invoice dispute, the Town will pay the undisputed portion of the invoice and reject the remainder. The Contractor must settle all payment disputes in accordance with the Florida Local Government Prompt Payment Act and is responsible for ensuring timely payment to its subcontractors and suppliers as per the same.

Acceptance of final payment by the Contractor for any specific project shall constitute a waiver of all claims related to that project, except those previously submitted in accordance with the provisions of the Contract and identified as unsettled at the time of final payment application.

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.

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 B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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.

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.

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.

REIMBURSIBLE EXPENSES

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

Permits

Police Officer costs when not provided by the Town

WASD fees

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 cannot 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

D. PROJECT OVERVIEW

D.1 SCOPE OF SERVICES

The Town desires to contract a preventative and on-call repair-type maintenance contract for the entire air conditioning systems, central units, wall units, all HVAC and refrigeration equipment contained in the locations listed on the Bid Form. This maintenance coverage includes all electronic controls and mechanical equipment (including VAV controls) both indoors and outdoors for term of contract. The Contractor shall provide all labor, supervision, materials, supplies, equipment, tools, transportation, shop facilities, preventative maintenance and any other requirements set forth herein to inspect, repair and service Town owned air conditioning and refrigeration equipment.

Contractor will asume all units in an "AS IS" condition. An initial inspection will be made by the Contractor of all equipment, immediately upon contract commencement. The completed equipment inspection list will detail the condition of all equipment and will be given to the Town's Project Manager or his designee, before any work is performed.

This contract shall include and cover the cost of all parts (including compressors) and labor for all repairs and parts replacement necessary to maintain the equipment specified in operation conditions as part of the maintenance services. Not Including: Coils, condensers, and thermostats.

In situations where it is determined that a unit(s) is not worth maintaining, both Contractor and Town of Miami Lakes will need to agree. If a consensus cannot be reached, a third party will be brought in by the Town of Miami Lakes to advise.

It shall be the responsibility of the Contractor to include the cost of monthly cleaning/maintenance and shall be added into Contractor's maintenance cost given on the Bid Form. Schedules will established for regular monthly and quarterly (Ice Machines) maintenance work. A copy of the said schedule will be provided to the General Services Department for reference. If the Contractor cannot keep to the schedule they are to notify the General Services Department within two business days of the missed maintenance appointment.

D.2 PERFORMANCE STANDARDS.

All work shall be performed in strict accordance with manufacturer requirements, and applicable standards for equipment, repairs and indoor air quality established by, including but not limited to, the following firms: American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE); Environmental Protection Agency (EPA); Heating, Air-Conditioning & Refrigeration Distributors International (HARDI), and Applicable codes.

D.2.1. INSTALLATION

All Installation projects shall include all necessary equipment and supplies and be completed only by manufacturer qualified personnel. Where material and supplies are required that are outside the scope of the items included in the ITB, the Town Project Manager shall negotiate pricing with the selected contractor. Written approval of the project proposal is required prior to the commencement of work. The

contractor shall obtain all necessary permits. The Town will reimburse for the direct cost of said permits.

D.2.2 SERVICES

The successful proposer will provide a full range of HVAC services on an as-needed basis to be issued via work orders including, but not limited to:

- The Town estimates to request preventative maintenance at the frequency listed on the bid form, however the frequency of service may be modified by the Town at any time. The Contractor will be required to complete a checklist detailing what work was performed and leave it with a designated person or at designated location each time service is performed. The checklist shall include, at a minimum, the check points listed below:
    - **HVAC Units Maintenance**
        - Check low and high limit set-points and alarms.
        - Check belts for proper tension, alignment and excessive wear
        - Check operation of all time delays, relays, and contactors
        - Check for proper operation per manufactures recommendations
        - Check condenser and evaporator coils
        - Check compressor operation and mounts
        - Check refrigerant charge- Note compressor suction and discharge pressure in relation to supply, return, and outside air temperatures
        - Check refrigerant levels in sight glass, if applicable
        - Refill refrigerant as needed.
        - Check control thermostat operation
        - Inspect, rinse, hose and wash condenser coils for dirt and debris
        - Replace filters or clean as applicable for Air Handler
        - Manually rotate condenser fans to ensure proper operation
        - Inspect fan mounting hardware for tightness
        - Check pulleys for tightness and excessive wear
        - Clean drains pans and flush condensation lines
        - Check all fan motor bearings and mounts
        - Check integrity of electrical wiring

    - **Ice Machines**
        - Wash Down Units
        - Clean plates and sanitize the system
        - Change filter on water lines

- Conduct routine maintenance per manufacturer's recommendations

- **Reporting Requirements- Applies to all items**
  - Prepare an inspection report on each unit and submit report to the Project Manager or designee within five (5) days of inspections/services
  - Report any repairs with identified parts along with repair and parts cost, estimate to be based on labor rates per bid to Project Manager or designee.
  - Report any units that have noticeable irregularity after the filter has been changed out. Submit to the project Manager or designee within five (5) days of the filter change-out service.

- The Contractor shall prepare a work ticket for each location per visit and per any additional service calls. The original copy of the work ticket shall be given to the Project Manager or authorized designee per location upon completion of monthly and/or service call. The Contractor shall retain the duplicate work ticket for Contractor's records. The work ticket must include the following information:
  - **Normal Maintenance:**
    - Name of Contractor
    - Date of Service
    - Location name and address
    - Description of services performed
    - List of replaced parts
    - List of parts or supplies which need replacement
    - Inventory information on each unit:
      - Manufacturer's name, model, and serial number
      - Capacity of each air unit (BTU per hour or ton) and/or per pound for refrigeration equipment
      - Cooling and/or heating readings
      - Voltage and amp levels
      - Power in kilowatts or horsepower
    - Signature of service representative
    - Signature of Town employee present at location of repairs

  - **Repairs:**
    - Name of Contractor
    - Date of repair

- Location name and address
- Serial number of equipment
- Description of services performed
- List of replaced parts

D.2.3 LOCATIONS

FACILITY	UNIT	MANUFACTURER	MODEL	YEAR	LOCATION
HVAC Units					
Government Center (GC): 6601 Main Street, Miami Lakes, FL	1	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	2	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	3	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	4	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	5	MITSUBISHI-MIINI SPLIT	MSY-D36NA	2013	First Floor Roof
Mary Collins Community Center (MCCC): 15151 NW 82 Ave, Miami Lakes, FL	1	RHEEM – SPLIT	RH1T6024STANJA	2017	First Floor Roof/ Closet
	2	RHEEM – SPLIT	RH1T6024STANJA	2017	First Floor Roof/ Closet
	3	Trane – Package Unit	RAUJC30EBF03ABD00002	2010	First Floor Roof
	4	Trane – Package Unit	RAUJC30EBF03ABD00002	2010	First Floor Roof
Roberto Alonso Community Center (ROCC): 16500 NW 87 Ave, Miami Lakes, FL	1	Trane – Split Unit	RAVJC20ECC130BD00002	2018	Exterior Floor/ Closet
	2	Trane – Split Unit	RAVJC20ECC130BD00002	2018??	Exterior Floor/ Closet
Youth Center (YC): 6075 Miami Lakes Dr, Miami Lakes, FL	1	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roof/ Closet
	2	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roof/ Closet
	3	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roof/ Closet

	4	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roofn/ Closet
	5	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roofn/ Closet
Optimist Park (MLOP): 6411 NW 162 ST, Miami Lakes, FL	1	Daikin – Split Unit	DX6VSS6010AA	2024	First Floor Roofn/ Closet
	2	Trane – Split Unit	4TTV8060A1000BA	2016	First Floor Roofn/ Closet
	3	Comfort – Mini Split	CKB24CD(0)	2018	First Floor Roofn/ Closet
Ice Machines					
ROCC	1	CIM2100F		2020	First Floor
MLOP	2	K420 0	1120844423	2020	First Floor

D.2.4 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.

D.2.5 COST ADJUSTMENTS

Costs for all services purchased under this contract shall remain firm for the initial three-year contract period. Costs for any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed whichever is less: three percent (3%) per year, or the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the extension term start date. The Town will not accept any requests for price increases submitted with less than ninety (90) days prior to the extension term start date. Any approved cost adjustments shall become effective upon the extension term start date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted prices, and the matter cannot be resolved to

the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

D.2.6 CONTRACTOR RESPONSIBILITIES

a. All work must be provided in a professional workmanlike manner in accordance with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE); Environmental Protection Agency (EPA); Heating, Air-Conditioning & Refrigeration Distributors International (HARDI), and Applicable codes.

b. Contractor must be available to perform emergency repairs as the need arises: Twenty-four (24) hours per day, seven (7) days a week. Response time for emergency repairs must be within one (1) hour of notification to Contractor by the Town's representative of the need for such repairs. Emergency work requested by the Town after normal working hours shall be billed at the "after normal operating hours" rate.
    - Response time for repair jobs will be four (4) hours for non-emergency services and one (1) hour for emergency services. Failure by the successful proposer to adhere to these response time requirements will place that contractor in default of the contract. The Town will then contact the secondary proposer to perform the repair services.
    - Repair services shall be available to the Town twenty-four (24) hours a day, seven (7) days a weeks, year round. Regular hours shall be from Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime hours shall be between 5:00 p.m. to 8:00 a.m. weekdays, and twenty-four (24) hours on Saturday, Sunday, and legal holidays.
    - Repairs shall not be performed unless expressly authorized by the Project Manager.
    - The Town reserves the right to seek cost estimates (quotes) from the Contractor prior to the performance of any repair work/ Quotes will be provided at no additional cost to the Town.
    - Comply with the following response to emergency and non-emergency calls:
        - Emergency: Within one (1) hour
        - Non-Emergency: Within two (4) hours
        - Project Estimates: Within two (2) days
        - Emergency Project Estimates: Within one (1) day

c. All work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager. The Town's normal operating hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Town anticipates utilizing the selected Contractor on an as-needed basis during normal operating hours. Contractor may opt to work on a Town Holiday subject to approval from the Project Manager. Contractor understands and agrees that their decision to work on a Town Holiday or after normal operating hours (unless directed to do so by the Town) is by choice and charges for such work shall be billed at the "regular" rate.

d. Hourly Rates shall be inclusive of all costs with the exception of parts/new units and shall include but not be limited to all labor, equipment, tools, vehicles, profit, overhead, employee benefits, insurance, etc. necessary to perform the required work. Parts shall be billed at wholesale cost plus a percentage mark-up not to exceed 10%.

e. The Town will request an estimate of work to be performed, especially for large projects. Each request for estimate shall set forth the work to be accomplished (labor, equipment, materials), time to complete, and if available shall include the materials required and applicable specifications and drawings to be followed.

f. Contractor shall provide detailed, written repair estimates for extensive repairs or emergency repairs as may be required. Estimates shall include all time and material charges. The contractor must inform the Town representative of the repair estimate and request authorization to proceed. Estimates must be approved in advance by the Town.
g. Contractor shall document all site visits recording work performed, labor hours incurred, material and parts used, and other expenses. Contractor shall keep Project Manager appraised of all HVAC issues.
h. As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.
i. 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/she 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. All work is subject to inspection and approval of the Town's Building Official or designee.
j. Contractor must check-in and check-out with the Project Manager when servicing Town property.
k. Contractor shall not charge travel time for any service, emergency, or routine.
l. Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, contractor shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.
m. All materials and equipment furnished by the contractor shall be new and unused in their original sealer wrapper or container prior to use on a Project. All new parts and materials shall be sourced from the original equipment manufacturer unless approved by the Town. Materials may be subject to inspection prior to use on a Project. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use on a Project. The Town may, at its sole discretion, furnish materials to be used for a Project.
n. Materials and parts shall not be sourced from countries currently restricted from doing business with the Town or State.
o. Contractor warrants that for one (1) year from the Town's acceptance; the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Contractor also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year and in accordance with the manufacturers original warranty terms from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the contractor of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If contractor fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the contractor the cost incurred by the Town.
p. The Contractor shall be available, at the Town's request, to assist the Town and/or its designee at the Emergency Operations Center (EOC) during emergency situations, including but not limited to hurricane preparedness and recovery.
q. Each Work Crew shall have suitable transportation in the form of a one-half ton (minimum size) full size pickup truck and/or other appropriate vehicle(s) necessary to complete the Project. The truck should be capable of transporting items up to eight feet (8') in length.

All vehicles shall be in good working order, with current license, registration, and insurance. The vehicle(s) must also be substantially free of body damage and must be painted uniformly. All vehicles must include the name of the contractor, contractor's license number, business telephone number. Rented or borrowed vehicles should properly identify the name and telephone number of the rental company or company from whom it was obtained.

D.2.8 PERSONNEL CLASSIFICATIONS

The following minimum personnel qualifications shall apply to any and all labor provided under the contract and shall form the basis for development of individual rates in the Price Schedule:

- HVAC Technicians shall have a minimum of five (5) years of experience, and have an EPA 608 Technical Program Certification.

D.2.9 WORK ORDERS

Should more than one award be made under this RFP the Primary Contractor will be afforded the first opportunity to be issued a Work Order for a Project. However, the Project Manager may issue a Work Order to the Secondary Contractor include, but not be limited to the following:

- The Town and the Primary Contractor cannot agree on the cost/scope of the Project.
- The Primary Contractor cannot perform the Work in the specified timeframe.
- The Primary Contractor does not respond to the Work Order Proposal in the stated timeframe.
- The Project Manager determines that the Primary Contractor has too much Work
- There is insufficient capacity remaining in the Primary Contractor's Contract.
- The Primary Contractor has failed to successfully perform on previous Work Orders or under other Contracts with the Town.

The determination on using the Secondary Contractor shall rest solely with the Project Manager and the Town.

The Town will utilize a Work Order process for issuing Work under the Contract. However, where the Project Manager determines that the Work to be performed falls within either the Emergency or Critical Repair categories, as defined by the Contract the Project Manager may issue a Notice to Proceed in writing that the Contractor proceed with the Work. Where an emergency situation exists, which affects life/safety that does not allow time to issue written notice to proceed, the Project Manager shall issue a verbal Notice to Proceed and follow up as soon as possible with written verification.

The Project Manager will provide the Contractor with appropriate information in order for Contractor to develop a Proposal, which will include the scope of work and, the timeframe for completing the Project, and available drawings (if any), and any additional contract terms and conditions specific to the Project, including but not limited to additional insurance, liquidated damages, etc. The Contractor will also be provided a deadline to respond to the Project Manager concerning the Project.

The Contractor is responsible to visit the site, review any drawings and scope of work, and the site conditions. The Contractor is required to respond to the Project Manager, within the specified timeframe, with a Price Proposal and confirmation that they can perform the Work in the stipulated timeframe. The Price Proposal must include a breakdown of the maximum number of labor hours by trade

classification to perform the Work and the maximum estimated cost of materials and equipment required to perform the Work in accordance with the contract Price Schedule. The Project Manager will review any recommended revisions and in its sole discretion accept or reject, in writing, the proposed revisions

Upon written acceptance of the Work Order Proposal, the Project Manager will issue a written Work Order and/or Notice to Proceed for the Project. Where the Contractor rejects the Proposal or where the Contractor fails to respond within the stipulated timeframes the Project Manager may award the Project to another Contractor or utilize other means available to the Town. Contractor shall not commence any Work without receiving a written Work Order and/or Notice to Proceed from the Town.

D.2.10 TOWN FURNISHED DRAWINGS

The Town, in its sole discretion, may furnish design drawings. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of any Town provided drawings prior to commencing the Work and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor.

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

The Contractor shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

D.2.11 ACCESS TO UTILITIES

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

The Town may, at its sole discretion, provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor shall not form any basis for a change order of claim by the Contractor.

D.2.12 AUTHORITY OF THE PROJECT MANAGER

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

The Contractor shall be bound by all determinations or orders of the Project Manager and shall 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 Manage will follow up in writing, as soon thereafter as is practicable.

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

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

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

The Project Manager will not be 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.

D.2.13 PERMIT REQUIREMENTS

The Contractor shall be responsible for obtaining all required permits associated with the Work. Permit obligations include, but are not limited to:

- Preparation and submitting permit applications to the appropriate regulatory authorities.

Payment of all applicable permit fees.

- Preparation and submittal of permit support documents, including site plans, drawings, calculations, and related technical documents.
- Preparation and submittal of Permit Details, which include maps and site-specific layouts showing the location of new or replacement concrete pads, sidewalks, curbs, or other improvements; and
- Coordination with Town staff and regulatory agencies to obtain permit approvals.

Permit requirements also apply to any Additional Miscellaneous Services under this Contract (including, but not limited to, artificial turf, pavers, landscaping, and playground curbs) if such services require permitting.

No Work shall commence until the Contractor has secured the required permits and provided copies of approved permit documentation to the Town.

CONTRACT TERM

This Contract 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 shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement shall remain the same as specified in the Agreement and apply during the renewal period(s).

D.2.14 LIQUIDATED DAMAGES

The Contractor shall diligently perform the Work and shall keep downtime and delays to a minimum. The Contractor shall notify the Town's Project Manager of any projected delay and provide an estimated time for completion. Unless approved in writing by the Town's Project Manager, failure to achieve completion of Work within the time period specified in the Notice to Proceed or authorized Work Order shall subject the Contractor to liquidated damages in the amount of one hundred fifty dollars ($150.00) per calendar day beyond the specified completion date. The Town shall have the right to deduct the said liquidated damages from any amounts due to the Contractor.

D.2.15 TRAVEL CHARGES

No separate travel charges shall be permitted under this Contract. All travel costs, mobilization, and demobilization expenses must be included in the unit or lump-sum pricing for the services provided.

D.2.16 WARRANTY

The Contractor warrants to the Town that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, and that all Work shall be of good quality, free from defects, and in conformance with the Contract Documents. The Contractor shall provide a minimum one (1) year warranty on all labor and workmanship, and shall provide manufacturer warranties on equipment, parts, or materials where applicable. Where manufacturer warranties exceed one (1) year, the longer warranty term shall apply. All Work found to be defective or nonconforming during the warranty period shall be corrected at no cost to the Town.

D.2.16 INVOICING

The Contractor shall submit invoices within thirty (30) days of completion of the Work or as otherwise specified in the Work Order. Invoices shall include, at a minimum, the Work Order number, description of services performed, location of services, itemized quantities, and unit or lump-sum pricing. Failure to submit invoices in a timely manner may result in delayed payment or other administrative remedies as determined by the Town.

D.2.17 RECORDS

The Contractor shall maintain accurate and complete records of all Work performed under this Contract, including but not limited to dates of service, locations, scope of work performed, materials used, permits obtained, and personnel involved. Such records shall be made available to the Town for inspection and audit upon request.

D.2.18 ADDITIONAL SERVICES

The Town may request additional services related to or miscellaneous services as defined in the Scope of Work. The Contractor shall provide a written quotation for any such additional services. No Work shall commence until written authorization is issued by the Town.

D.2.19 APPLICABLE LAWS AND STANDARDS

The Contractor shall perform all Work in strict compliance with all applicable federal, state, and local laws, codes, ordinances, regulations, and standards, including but not limited to the Florida Building Code (FBC) and the Occupational Safety and Health Administration (OSHA) regulations.

D.2.20 MATERIALS AND SERVICES

Contractor shall provide all necessary labor, supervision, materials, tools, equipment, machinery, and transportation required to complete the Work in accordance with the Contract Documents. All Work found to be unsatisfactory shall be promptly corrected at no additional cost to the Town. The Contractor shall not store materials or equipment on Town property without prior written approval

D.2.21 SAFETY AND HEALTH

Contractor shall observe all applicable safety precautions throughout the performance of the Work and shall assume full responsibility and liability for compliance with all safety and health requirements. The Contractor shall ensure that all personnel and subcontractors always wear appropriate personal protective equipment (PPE) and comply with OSHA, FDOT, and other applicable safety standards. All practices, materials, supplies, and equipment shall comply with federal, state, and local safety and environmental regulations.

Contractor personnel and subcontractors shall wear distinctive uniforms or high-visibility safety apparel and shall carry company identification while working on Town property. Identification must be openly displayed at all times.

D.2.22 UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

D.2.23 CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

D.2.24 SUBCONTRACTOR(S)

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

Proposers must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the proposer's Minimum Requirements section, as applicable. All information required shall be included in the solicitation response or within three (3) days of request by the Town. If

proposer does not include any subcontractors(s) as part of its bid submittal, it will be construed that the proposer will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it requests in writing, and approved by the Town Manager, the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s).

END OF SECTION

CONTRACT EXECUTION FORM

This Contract No. 2026-13 made this 16 day of September in the year 2026 in an amount not to exceed $ $22,720.00 / year by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Green Air Innovations Inc hereinafter called the "Contractor."

The Contract Documents consist of this Contract Execution Form, Solicitation (ITB,RFP, or RFQ) including all addenda, attachments, exhibits, specifications, the Contractor's bid, responses, pricing, and all information submitted or incorporated therein. All Contract Documents are hereby incorporated by reference and collectively form the entire Agreement between the parties.

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

Attest:

By: _____
Gina M. Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____ for

Date: 9/23/26

Lorenzo Cobiella, Deputy Town Attorney

Mirelis Castilla

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Green Air Innovations Inc
(Contractor's Name)

By: _____

Name: Rogelio Coto

Title: President

Date: 09/16/2026

(*) 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, Green Air Innovations, 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)

Rogelio Coto, (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 16 day of September, 2026.

Corporate Secretary

(Corporate Seal)

SECTION F – CONTRACTOR'S BID

BID FORM

This Bid is submitted on behalf of Green Air Innovations, Inc (hereinafter "Bidder") located at
(Name of Bidder)

14375 SW 119th AVE Miami, FL 33186, submitted on 08/10/2026,
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2026-13 for

HVAC & Refrigeration Equipment Repair and Maintenance Services- AS NEEDED
(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, 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'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 and the Form PS attached.

Total Bid Amount (written out):

Twenty-Two Thousand Seven Hundred Twenty and 00/100 Dollars

Total Bid Amount: $ $22,720.00

Firm's Name: Green Air Innovations Inc

SSN or Federal ID No.: 87-2375418 Telephone No.: 786-910-1693 / 305-335-5865

E-Mail Address: info@callgreenair.com Facsimile No.: N/A

Town/State/Zip: Miami, FL 33186

Printed Name/Title: Rogelio Coto - Owner Signature:

MIAMI LAKES
Growing Beautifully

HVAC & Refrigeration Equipment Repair and Maintenance Services
ITB 2026-13
Form PS (Bid Form)

PAY ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL
	HVAC Units maintenance				
1	Gov. Center Unit 1 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 140.00	$ 560.00
2	Gov. Center Unit 2 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 140.00	$ 560.00
3	Gov. Center Unit 3 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 140.00	$ 560.00
4	Gov. Center Unit 4 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 140.00	$ 560.00
5	Gov. Center Unit 5 - Mitsubishi Mini Split (MSY-D36NA) 2013 - 6601 Main Street	Month	4.000	$ 140.00	$ 560.00
6	MCCO - Unit 1 - Rheem - Split Unit (RH1T6024STANJA) 2017 - 15151 NW 82 Ave	Month	4.000	$ 180.00	$ 720.00
7	MCCO - Unit 2 - Rheem - Split Unit (RH1T6024STANJA) 2017 - 15151 NW 82 Ave	Month	4.000	$ 180.00	$ 720.00
8	MCCO - Unit 3 - Trane - Package Unit (RAUJC30EBF03ABD00002) 2010 - 15151 NW 82 Ave	Month	4.000	$ 190.00	$ 760.00
9	MCCO - Unit 4 - Trane - Package Unit (RAUJC30EBF03ABD00002) 2010 - 15151 NW 82 Ave	Month	4.000	$ 190.00	$ 760.00
10	RACC - Unit 1 - Trane Split Unit (RAVJC20ECC130BD00002) 2023 - 16500 NW 87 Ave	Month	4.000	$ 140.00	$ 560.00
11	RACC - Unit 2 - Trane Split Unit (RAVJC20ECC130BD00002) 2018 - 16500 NW 87 Ave	Month	4.000	$ 140.00	$ 560.00
12	YC - Unit 1 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 140.00	$ 560.00
13	YC - Unit 2 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 140.00	$ 560.00
14	YC - Unit 3 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 140.00	$ 560.00
15	YC - Unit 4 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 140.00	$ 560.00
16	YC - Unit 5 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 140.00	$ 560.00
17	MLOP - Unit 1 - Daikin - Split Unit (DX6VSS6010AA) 2024 - 6411 NW 162 ST	Month	4.000	$ 180.00	$ 720.00
18	MLOP - Unit 2 - Trane - Split Unit (4TTV6060A1000BA) 2016 - 6411 NW 162 ST	Month	4.000	$ 180.00	$ 720.00
19	MLOP - Unit 3 - Comfort - Mini Split (CKB24CC0(0)) 2018 - 6411 NW 162 ST	Month	4.000	$ 140.00	$ 560.00
20	MLOP - Unit 3 - Comfort - Mini Split (CKB24CD(0)) 2018 - 6411 NW 162 ST - CONCESSION STAND	Month	4.000	$ 140.00	$ 560.00
	Ice Machine cleaning and maintenance				
21	RACC - CIM2100F - 2020 - 16500 NW 87 Ave	Month	4.000	$ 140.00	$ 560.00
22	MLOP - K420 0 SERIAL: 11208444231 - 2020 - 6411 NW 162 ST	Month	4.000	$ 140.00	$ 560.00
	Hourly Rate				$ -
23	Hourly Labor Rate I: Hourly rate for straight time repairs, i.e., from 8:00 a.m. to 5:00 p.m., Monday through Friday (rate is to include labor and travel, parts are not included).	Hour	80.000	$ 90.00	$ 7,200.00
24	Hourly Labor Rate III - Hourly rate for overtime repairs, i.e., before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays, (rate to include labor and travel, parts not included).	Hour	16.000	$ 135.00	$ 2,160.00
			GRAND TOTAL		$ 22,720.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1 - Contractor to include cost to provide service as describe in contract Section B Scope of Services.

2- The quantities stated on the Form PS– Price Sheet are solely estimates of what the Town anticipates its needs are for the first 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.

HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

2026-13ACM

(Secondary)

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Juan Carlos Fernandez
Councilmember Angelo Cuadra Garcia
Councilmember Ray Garcia
Councilmember Steven Herzberg
Councilmember Alex Sanchez

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

HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

2026-13ACM

Contents

A. NOTICE TO BIDDERS 6

A.1. SOLICITATION OVERVIEW 6

A.2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE: 6

A.3. CONE OF SILENCE: 7

B. INSTRUCTIONS TO BIDDERS 8

DEFINITION OF TERMS 8

BID PROCESS 10

GENERAL REQUIREMENTS FOR BID PROCESS 10

PREPARATION OF BID 10

ESTIMATED QUANTITIES 10

LINE ITEM QUANTITIES 11

ADDITIONAL LINE ITEM PRICING 11

BID PREPARATION COSTS AND RELATED COSTS 11

QUALIFICATION OF BIDDERS 11

EXAMINATION OF CONTRACT DOCUMENTS 11

INTERPRETATIONS AND CLARIFICATIONS 12

POSTPONEMENT OF BID OPENING DATE 12

ACCEPTANCE OR REJECTION OF BIDS 12

WITHDRAWAL OF BID 12

OPENING OF BIDS 12

LOCAL VENDOR PREFERENCE 13

TIE BIDS 13

AWARD OF CONTRACT(S) 13

BID PROTEST PROCESS 13

EXECUTION OF CONTRACT 13

PERFORMANCE & PAYMENT BONDS 14

REQUIRED FORMS & AFFIDAVITS 14

COLLUSION 14

RELATIONSHIPS WITH THE TOWN AFFIDAVIT 14

CONFLICT OF INTEREST/ANTI-KICKBACK 14
PUBLIC RECORDS AFFIDAVIT 15
PUBLIC ENTITY CRIMES ACT 15
C. GENERAL TERMS & CONDITIONS 16
C.1 GENERAL REQUIREMENTS 16
GENERALLY 16
RULES AND REGULATIONS 16
HOURS FOR PERFORMING WORK 16
SUBCONTRACTORS 16
CONSULTANT SERVICES 17
AUTHORITY OF THE PROJECT MANAGER 17
INDEPENDENT CONTRACTOR 18
THIRD-PARTY BENEFICIARIES 18
ASSIGNMENT OR SALE OF CONTRACT 18
TIME FOR COMPLETION 18
APPLICABLE LAW AND VENUE OF LITIGATION 19
NON-EXCLUSIVE CONTRACT 19
SEVERABILITY 19
CONTRACT DOCUMENTS CONTAIN ALL TERMS 19
ENTIRE AGREEMENT 19
INTENTION OF THE TOWN 19
PRIORITY OF PROVISIONS 20
ROYALTIES AND PATENTS 20
PURCHASE AND DELIVERY, STORAGE AND INSTALLATION 20
VEHICLES & EQUIPMENT 21
OWNERSHIP OF THE WORK 21
TOWN LICENSES, PERMITS AND FEES 21
TAXES 21
REMOVAL OF UNSATISFACTORY PERSONNEL 21
DEFECTIVE OR NON-COMPLIANT WORK 22
COMPLIANCE WITH APPLICABLE LAWS 22
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA 22
NOTICES 23

INDEMNITY & INSURANCE 23
INDEMNIFICATION 23
CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK 24
DEFENSE OF CLAIMS 24
INSURANCE 24
PUBLIC RECORDS 26
ACCESS, REVIEW AND RELEASE OF RECORDS 26
PUBLIC RECORDS 26
RETENTION AND TRANSFER OF PUBLIC RECORDS 27
CONTRACT MODIFICATION AND DISPUTE PROCESS 27
CHANGE ORDERS 27
FORCE MAJEURE 28
EXTENSION OF TIME 28
EXCUSABLE DELAY, NON-COMPENSABLE 30
CLAIMS 30
CONTINUING THE WORK 31
FRAUD AND MISREPRESENTATION 31
STOP WORK ORDER 31
MATERIALITY AND WAIVER OF BREACH 32
TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 32
CONTRACT EXTENSION 32
EARLY TERMINATION & DEFAULT 32
SET-OFFS, WITHOLDING, AND DEDUCTIONS 32
CONTRACTOR DEFAULT 33
TERMINATION FOR CONVENIENCE 34
REMEDIES AVAILABLE TO THE TOWN 35
FUNDS AVAILABILITY 35
PAYMENT PROCESS 35
COMPENSATION 35
ESTIMATED QUANTITIES 35
LINE-ITEM PRICING 36
LINE-ITEM QUANTITIES 36
ADDITIONAL LINE-ITEM PRICING 36

REIMBURSIBLE EXPENSES 36
D. PROJECT OVERVIEW 37
D.1 SCOPE OF SERVICES 37
D.2 PERFORMANCE STANDARDS. 37
D.2.1. INSTALLATION 37
D.2.2 SERVICES 38
D.2.3 LOCATIONS 40
D.2.4 CONTRACT TERM 41
D.2.5 COST ADJUSTMENTS 41
D.2.6 CONTRACTOR RESPONSIBILITIES 42
D.2.8 PERSONNEL CLASSIFICATIONS 44
D.2.9 WORK ORDERS 44
D.2.10 TOWN FURNISHED DRAWINGS 45
D.2.11 ACCESS TO UTILITIES 45
D.2.12 AUTHORITY OF THE PROJECT MANAGER 45
D.2.13 PERMIT REQUIREMENTS 46
CONTRACT TERM 47
D.2.14 LIQUIDATED DAMAGES 47
D.2.15 TRAVEL CHARGES 47
D.2.16 WARRANTY 47
D.2.16 INVOICING 47
D.2.17 RECORDS 47
D.2.18 ADDITIONAL SERVICES 47
D.2.19 APPLICABLE LAWS AND STANDARDS 48
D.2.20 MATERIALS AND SERVICES 48
D.2.21 SAFETY AND HEALTH 48
D.2.22 UNAUTHORIZED WORK 48
D.2.23 CHANGES/ALTERATIONS/ASSIGNMENTS 48
D.2.24 SUBCONTRACTOR(S) 48
SECTION E– CONTRACT EXECUTION FORM 52
SECTION F – CONTRACTOR'S BID ..... Error! Bookmark not defined.

A. NOTICE TO BIDDERS

ITB Name: HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED

ITB No.: 2026-13

DATE ADVERTISED	**JULY 13, 2026**
NON-MANDATORY PRE-BID CONFERENCE	**10:00 AM, JULY 23, 2026**
BIDS DUE	**10:00 AM, AUGUST 13, 2026**

A.1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified and licensed contractors to provide HVAC & Refrigeration Equipment Repair and Maintenance Services– AS NEEDED to the Town on an as-needed basis ("Services"). See Exhibit A, Contract 2026-13, for a full scope of services and additional specifications. 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 CD-ROM or 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, AUGUST 13, 2026,** at which time the Bids will be opened. Bids received after the stated date and time will be deemed non-responsive.

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, or on DemandStar's website at 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.

A NON-MANDATORY PRE-BID CONFERENCE is scheduled for **10:00 AM, JULY 23, 2026**, at Town of Miami Lakes Town Hall – 6601 Main Street, Miami Lakes, Fl 33014.

It is strongly recommended that potential proposers attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

A.2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Possess a current valid applicable State of Florida License/ Certification to perform the services outlined in this ITB within the Miami-Dade County, FL areas such as a Miami-Dade County Mechanical Journeyman license or Certified Air Conditioning Contractor, and technicians with an

EPA 608 Technical Program Certification. Current licenses must be provided with bid, and no personnel shall service Town facilities without said licenses.

2. Must be at least a Class A State certified mechanical contractor.

3. Have provided similar services to those specified herein to governmental agencies or corporations for a minimum of three (3) years demonstrated through three (3) different verifiable client references utilizing Form CRL – Client Reference Letter.

4. Manufacturer Authorization: proposers shall submit for each manufacturer, documentation from the manufacturer that it is authorized to obtain and sell parts, install and provide service.

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.

A.3. CONE OF SILENCE:

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 while the Cone of Silence is in effect. No other communication, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Proposal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

B. INSTRUCTIONS TO BIDDERS

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 Documentss.
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 is 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 ensure 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.

BID PROCESS

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.

Joint Venture or Teaming Agreements

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

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.

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.

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.

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.

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.

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.

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.

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. 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.

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.

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.

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.

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.

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).

LOCAL VENDOR PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 26-350. 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.

TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids 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.

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.

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 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

PERFORMANCE & PAYMENT BONDS

The Successful Bidder 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% of the Contract value. 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.

REQUIRED FORMS & AFFIDAVITS

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 mean 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.

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.

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 spouses, 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.

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.

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

C. GENERAL TERMS & CONDITIONS

C.1 GENERAL REQUIREMENTS

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.

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.

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.

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.

Contractors 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 includes this form may result in the Bid being rejected as non-responsive.

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.

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 person performing any of the Work.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

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.

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).

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.

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.

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.

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

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Mr. Ricardo Ardila
Air Changes Mechanical
6010 NW 99 Avenue, Unit 112
Doral, Fl 33178
info@callgreenair.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.

INDEMNITY & INSURANCE

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.

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.

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.

INSURANCE

1. 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:

2. 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"):

3. 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.

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.

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

CGL Required Endorsements:

Employees included as insured

Contingent Liability/Independent Contractors Coverage

Contractual Liability

Waiver of Subrogation

Premises and/or Operations

Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)

Loading and Unloading

Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

4. 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

5. 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.

6. 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.

PUBLIC RECORDS

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.

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.

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.

CONTRACT MODIFICATION AND DISPUTE PROCESS

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 the 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.

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.

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.

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.

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 Contract 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.

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.

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.

STOP WORK ORDER

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

Cancel the Stop Work Order; or

Terminate the Work covered by such order as provided in Article 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.

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.

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.

CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

EARLY TERMINATION & DEFAULT

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:

Any amount of any claim by a third party;

Any Liquidated Damages, and/or;

Any unpaid legally enforceable debt owed by the Contractor to the Town.

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

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

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:

The Contractor has not performed the Work in a timely manner;

The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;

The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;

The Contractor has failed in the representation of any warranties stated herein;

When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

f. 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.

g. 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.

TERMINATION FOR CONVENIENCE

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

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

Take such action as may be necessary for the protection and preservation of the Town's materials and property;

Cancel all cancelable orders for materials and equipment;

Remove all materials, supplies or equipment that may be used by the Contractor on other work;

Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;

Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and

All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

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

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

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.

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.

PAYMENT PROCESS

COMPENSATION

The Contractor shall be compensated based on actual work completed and accepted by the Town's Project Manager. Compensation will be determined using the unit prices specified in the Contract, with no guarantee of recurring monthly work or payment.

The Contractor may submit one invoice per month for completed and accepted work. Each invoice must be submitted using the Town's Contractor Payment Application ("Invoice") form, available on the Town's website at http://www.miamilakes-fl.gov/. Incomplete invoices or failure to use the required form may result in delayed payments.

Invoices will be processed in accordance with the Florida Local Government Prompt Payment Act. The Town will take action to either pay, reject, or issue partial payment on submitted invoices based on the Project Manager's acceptance of the work. No payments will be due or payable for work not performed, materials not furnished, or work that has not been accepted by the Town.

In the event of an invoice dispute, the Town will pay the undisputed portion of the invoice and reject the remainder. The Contractor must settle all payment disputes in accordance with the Florida Local Government Prompt Payment Act and is responsible for ensuring timely payment to its subcontractors and suppliers as per the same.

Acceptance of final payment by the Contractor for any specific project shall constitute a waiver of all claims related to that project, except those previously submitted in accordance with the provisions of the Contract and identified as unsettled at the time of final payment application.

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.

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 B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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.

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.

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.

REIMBURSIBLE EXPENSES

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

Permits

Police Officer costs when not provided by the Town

WASD fees

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 cannot 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

D. PROJECT OVERVIEW

D.1 SCOPE OF SERVICES

The Town desires to contract a preventative and on-call repair-type maintenance contract for the entire air conditioning systems, central units, wall units, all HVAC and refrigeration equipment contained in the locations listed on the Bid Form. This maintenance coverage includes all electronic controls and mechanical equipment (including VAV controls) both indoors and outdoors for term of contract. The Contractor shall provide all labor, supervision, materials, supplies, equipment, tools, transportation, shop facilities, preventative maintenance and any other requirements set forth herein to inspect, repair and service Town owned air conditioning and refrigeration equipment.

Contractor will asume all units in an "AS IS" condition. An initial inspection will be made by the Contractor of all equipment, immediately upon contract commencement. The completed equipment inspection list will detail the condition of all equipment and will be given to the Town's Project Manager or his designee, before any work is performed.

This contract shall include and cover the cost of all parts (including compressors) and labor for all repairs and parts replacement necessary to maintain the equipment specified in operation conditions as part of the maintenance services. Not Including: Coils, condensers, and thermostats.

In situations where it is determined that a unit(s) is not worth maintaining, both Contractor and Town of Miami Lakes will need to agree. If a consensus cannot be reached, a third party will be brought in by the Town of Miami Lakes to advise.

It shall be the responsibility of the Contractor to include the cost of monthly cleaning/maintenance and shall be added into Contractor's maintenance cost given on the Bid Form. Schedules will established for regular monthly and quarterly (Ice Machines) maintenance work. A copy of the said schedule will be provided to the General Services Department for reference. If the Contractor cannot keep to the schedule they are to notify the General Services Department within two business days of the missed maintenance appointment.

D.2 PERFORMANCE STANDARDS.

All work shall be performed in strict accordance with manufacturer requirements, and applicable standards for equipment, repairs and indoor air quality established by, including but not limited to, the following firms: American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE); Environmental Protection Agency (EPA); Heating, Air-Conditioning & Refrigeration Distributors International (HARDI), and Applicable codes.

D.2.1. INSTALLATION

All Installation projects shall include all necessary equipment and supplies and be completed only by manufacturer qualified personnel. Where material and supplies are required that are outside the scope of the items included in the ITB, the Town Project Manager shall negotiate pricing with the selected contractor. Written approval of the project proposal is required prior to the commencement of work. The

contractor shall obtain all necessary permits. The Town will reimburse for the direct cost of said permits.

D.2.2 SERVICES

The successful proposer will provide a full range of HVAC services on an as-needed basis to be issued via work orders including, but not limited to:

- The Town estimates to request preventative maintenance at the frequency listed on the bid form, however the frequency of service may be modified by the Town at any time. The Contractor will be required to complete a checklist detailing what work was performed and leave it with a designated person or at designated location each time service is performed. The checklist shall include, at a minimum, the check points listed below:
    - **HVAC Units Maintenance**
        - Check low and high limit set-points and alarms.
        - Check belts for proper tension, alignment and excessive wear
        - Check operation of all time delays, relays, and contactors
        - Check for proper operation per manufactures recommendations
        - Check condenser and evaporator coils
        - Check compressor operation and mounts
        - Check refrigerant charge- Note compressor suction and discharge pressure in relation to supply, return, and outside air temperatures
        - Check refrigerant levels in sight glass, if applicable
        - Refill refrigerant as needed.
        - Check control thermostat operation
        - Inspect, rinse, hose and wash condenser coils for dirt and debris
        - Replace filters or clean as applicable for Air Handler
        - Manually rotate condenser fans to ensure proper operation
        - Inspect fan mounting hardware for tightness
        - Check pulleys for tightness and excessive wear
        - Clean drains pans and flush condensation lines
        - Check all fan motor bearings and mounts
        - Check integrity of electrical wiring

    - **Ice Machines**
        - Wash Down Units
        - Clean plates and sanitize the system
        - Change filter on water lines

- Conduct routine maintenance per manufacturer's recommendations

- **Reporting Requirements- Applies to all items**
  - Prepare an inspection report on each unit and submit report to the Project Manager or designee within five (5) days of inspections/services
  - Report any repairs with identified parts along with repair and parts cost, estimate to be based on labor rates per bid to Project Manager or designee.
  - Report any units that have noticeable irregularity after the filter has been changed out. Submit to the project Manager or designee within five (5) days of the filter change-out service.

- The Contractor shall prepare a work ticket for each location per visit and per any additional service calls. The original copy of the work ticket shall be given to the Project Manager or authorized designee per location upon completion of monthly and/or service call. The Contractor shall retain the duplicate work ticket for Contractor's records. The work ticket must include the following information:
  - **Normal Maintenance:**
    - Name of Contractor
    - Date of Service
    - Location name and address
    - Description of services performed
    - List of replaced parts
    - List of parts or supplies which need replacement
    - Inventory information on each unit:
      - Manufacturer's name, model, and serial number
      - Capacity of each air unit (BTU per hour or ton) and/or per pound for refrigeration equipment
      - Cooling and/or heating readings
      - Voltage and amp levels
      - Power in kilowatts or horsepower
    - Signature of service representative
    - Signature of Town employee present at location of repairs

  - **Repairs:**
    - Name of Contractor
    - Date of repair

- Location name and address
- Serial number of equipment
- Description of services performed
- List of replaced parts

D.2.3 LOCATIONS

FACILITY	UNIT	MANUFACTURER	MODEL	YEAR	LOCATION
HVAC Units					
Government Center (GC): 6601 Main Street, Miami Lakes, FL	1	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	2	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	3	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	4	York	AV15E1DH4S1CAH16H2	2022	Second Floor Roof
	5	MITSUBISHI-MIINI SPLIT	MSY-D36NA	2013	First Floor Roof
Mary Collins Community Center (MCCC): 15151 NW 82 Ave, Miami Lakes, FL	1	RHEEM – SPLIT	RH1T6024STANJA	2017	First Floor Roof / Closet
	2	RHEEM – SPLIT	RH1T6024STANJA	2017	First Floor Roofn/ Closet
	3	Trane – Package Unit	RAUJC30EBF03ABD00002	2010	First Floor Roof
	4	Trane – Package Unit	RAUJC30EBF03ABD00002	2010	First Floor Roof
Roberto Alonso Community Center (ROCC): 16500 NW 87 Ave, Miami Lakes, FL	1	Trane – Split Unit	RAVJC20ECC130BD00002	2018	Exterior Floor / Closet
	2	Trane – Split Unit	RAVJC20ECC130BD00002	2018??	Exterior Floor / Closet
Youth Center (YC): 6075 Miami Lakes Dr, Miami Lakes, FL	1	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roofn/ Closet
	2	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roofn/ Closet
	3	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roofn/ Closet

	4	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roof / Closet
	5	Trane – Split Unit	4TTR6036B1000AA	2016	First Floor Roof/ Closet
Optimist Park (MLOP): 6411 NW 162 ST, Miami Lakes, FL	1	Daikin – Split Unit	DX6VSS6010AA	2024	First Floor Roof/ Closet
	2	Trane – Split Unit	4TTV8060A1000BA	2016	First Floor Roof/ Closet
	3	Comfort – Mini Split	CKB24CD(0)	2018	First Floor Roof/ Closet
Ice Machines					
ROCC	1	CIM2100F		2020	First Floor
MLOP	2	K420 0	1120844423	2020	First Floor

D.2.4 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.

D.2.5 COST ADJUSTMENTS

Costs for all services purchased under this contract shall remain firm for the initial three-year contract period. Costs for any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed whichever is less: three percent (3%) per year, or the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the extension term start date. The Town will not accept any requests for price increases submitted with less than ninety (90) days prior to the extension term start date. Any approved cost adjustments shall become effective upon the extension term start date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted prices, and the matter cannot be resolved to

the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

D.2.6 CONTRACTOR RESPONSIBILITIES

a. All work must be provided in a professional workmanlike manner in accordance with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE); Environmental Protection Agency (EPA); Heating, Air-Conditioning & Refrigeration Distributors International (HARDI), and Applicable codes.

b. Contractor must be available to perform emergency repairs as the need arises: Twenty-four (24) hours per day, seven (7) days a week. Response time for emergency repairs must be within one (1) hour of notification to Contractor by the Town's representative of the need for such repairs. Emergency work requested by the Town after normal working hours shall be billed at the "after normal operating hours" rate.
    - Response time for repair jobs will be four (4) hours for non-emergency services and one (1) hour for emergency services. Failure by the successful proposer to adhere to these response time requirements will place that contractor in default of the contract. The Town will then contact the secondary proposer to perform the repair services.
    - Repair services shall be available to the Town twenty-four (24) hours a day, seven (7) days a weeks, year round. Regular hours shall be from Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime hours shall be between 5:00 p.m. to 8:00 a.m. weekdays, and twenty-four (24) hours on Saturday, Sunday, and legal holidays.
    - Repairs shall not be performed unless expressly authorized by the Project Manager.
    - The Town reserves the right to seek cost estimates (quotes) from the Contractor prior to the performance of any repair work/ Quotes will be provided at no additional cost to the Town.
    - Comply with the following response to emergency and non-emergency calls:
        - Emergency: Within one (1) hour
        - Non-Emergency: Within two (4) hours
        - Project Estimates: Within two (2) days
        - Emergency Project Estimates: Within one (1) day

c. All work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager. The Town's normal operating hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Town anticipates utilizing the selected Contractor on an as-needed basis during normal operating hours. Contractor may opt to work on a Town Holiday subject to approval from the Project Manager. Contractor understands and agrees that their decision to work on a Town Holiday or after normal operating hours (unless directed to do so by the Town) is by choice and charges for such work shall be billed at the "regular" rate.

d. Hourly Rates shall be inclusive of all costs with the exception of parts/new units and shall include but not be limited to all labor, equipment, tools, vehicles, profit, overhead, employee benefits, insurance, etc. necessary to perform the required work. Parts shall be billed at wholesale cost plus a percentage mark-up not to exceed 10%.

e. The Town will request an estimate of work to be performed, especially for large projects. Each request for estimate shall set forth the work to be accomplished (labor, equipment, materials), time to complete, and if available shall include the materials required and applicable specifications and drawings to be followed.

f. Contractor shall provide detailed, written repair estimates for extensive repairs or emergency repairs as may be required. Estimates shall include all time and material charges. The contractor must inform the Town representative of the repair estimate and request authorization to proceed. Estimates must be approved in advance by the Town.
g. Contractor shall document all site visits recording work performed, labor hours incurred, material and parts used, and other expenses. Contractor shall keep Project Manager appraised of all HVAC issues.
h. As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.
i. 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/she 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. All work is subject to inspection and approval of the Town's Building Official or designee.
j. Contractor must check-in and check-out with the Project Manager when servicing Town property.
k. Contractor shall not charge travel time for any service, emergency, or routine.
l. Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, contractor shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.
m. All materials and equipment furnished by the contractor shall be new and unused in their original sealer wrapper or container prior to use on a Project. All new parts and materials shall be sourced from the original equipment manufacturer unless approved by the Town. Materials may be subject to inspection prior to use on a Project. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use on a Project. The Town may, at its sole discretion, furnish materials to be used for a Project.
n. Materials and parts shall not be sourced from countries currently restricted from doing business with the Town or State.
o. Contractor warrants that for one (1) year from the Town's acceptance; the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Contractor also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year and in accordance with the manufacturers original warranty terms from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the contractor of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If contractor fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the contractor the cost incurred by the Town.
p. The Contractor shall be available, at the Town's request, to assist the Town and/or its designee at the Emergency Operations Center (EOC) during emergency situations, including but not limited to hurricane preparedness and recovery.
q. Each Work Crew shall have suitable transportation in the form of a one-half ton (minimum size) full size pickup truck and/or other appropriate vehicle(s) necessary to complete the Project. The truck should be capable of transporting items up to eight feet (8') in length.

All vehicles shall be in good working order, with current license, registration, and insurance. The vehicle(s) must also be substantially free of body damage and must be painted uniformly. All vehicles must include the name of the contractor, contractor's license number, business telephone number. Rented or borrowed vehicles should properly identify the name and telephone number of the rental company or company from whom it was obtained.

D.2.8 PERSONNEL CLASSIFICATIONS

The following minimum personnel qualifications shall apply to any and all labor provided under the contract and shall form the basis for development of individual rates in the Price Schedule:

- HVAC Technicians shall have a minimum of five (5) years of experience, and have an EPA 608 Technical Program Certification.

D.2.9 WORK ORDERS

Should more than one award be made under this RFP the Primary Contractor will be afforded the first opportunity to be issued a Work Order for a Project. However, the Project Manager may issue a Work Order to the Secondary Contractor include, but not be limited to the following:

- The Town and the Primary Contractor cannot agree on the cost/scope of the Project.
- The Primary Contractor cannot perform the Work in the specified timeframe.
- The Primary Contractor does not respond to the Work Order Proposal in the stated timeframe.
- The Project Manager determines that the Primary Contractor has too much Work
- There is insufficient capacity remaining in the Primary Contractor's Contract.
- The Primary Contractor has failed to successfully perform on previous Work Orders or under other Contracts with the Town.

The determination on using the Secondary Contractor shall rest solely with the Project Manager and the Town.

The Town will utilize a Work Order process for issuing Work under the Contract. However, where the Project Manager determines that the Work to be performed falls within either the Emergency or Critical Repair categories, as defined by the Contract the Project Manager may issue a Notice to Proceed in writing that the Contractor proceed with the Work. Where an emergency situation exists, which affects life/safety that does not allow time to issue written notice to proceed, the Project Manager shall issue a verbal Notice to Proceed and follow up as soon as possible with written verification.

The Project Manager will provide the Contractor with appropriate information in order for Contractor to develop a Proposal, which will include the scope of work and, the timeframe for completing the Project, and available drawings (if any), and any additional contract terms and conditions specific to the Project, including but not limited to additional insurance, liquidated damages, etc. The Contractor will also be provided a deadline to respond to the Project Manager concerning the Project.

The Contractor is responsible to visit the site, review any drawings and scope of work, and the site conditions. The Contractor is required to respond to the Project Manager, within the specified timeframe, with a Price Proposal and confirmation that they can perform the Work in the stipulated timeframe. The Price Proposal must include a breakdown of the maximum number of labor hours by trade

classification to perform the Work and the maximum estimated cost of materials and equipment required to perform the Work in accordance with the contract Price Schedule. The Project Manager will review any recommended revisions and in its sole discretion accept or reject, in writing, the proposed revisions

Upon written acceptance of the Work Order Proposal, the Project Manager will issue a written Work Order and/or Notice to Proceed for the Project. Where the Contractor rejects the Proposal or where the Contractor fails to respond within the stipulated timeframes the Project Manager may award the Project to another Contractor or utilize other means available to the Town. Contractor shall not commence any Work without receiving a written Work Order and/or Notice to Proceed from the Town.

D.2.10 TOWN FURNISHED DRAWINGS

The Town, in its sole discretion, may furnish design drawings. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of any Town provided drawings prior to commencing the Work and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor.

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

The Contractor shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

D.2.11 ACCESS TO UTILITIES

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

The Town may, at its sole discretion, provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor shall not form any basis for a change order of claim by the Contractor.

D.2.12 AUTHORITY OF THE PROJECT MANAGER

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

The Contractor shall be bound by all determinations or orders of the Project Manager and shall 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 Manage will follow up in writing, as soon thereafter as is practicable.

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

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

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

The Project Manager will not be 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.

D.2.13 PERMIT REQUIREMENTS

The Contractor shall be responsible for obtaining all required permits associated with the Work. Permit obligations include, but are not limited to:

- Preparation and submitting permit applications to the appropriate regulatory authorities.

Payment of all applicable permit fees.

- Preparation and submittal of permit support documents, including site plans, drawings, calculations, and related technical documents.
- Preparation and submittal of Permit Details, which include maps and site-specific layouts showing the location of new or replacement concrete pads, sidewalks, curbs, or other improvements; and
- Coordination with Town staff and regulatory agencies to obtain permit approvals.

Permit requirements also apply to any Additional Miscellaneous Services under this Contract (including, but not limited to, artificial turf, pavers, landscaping, and playground curbs) if such services require permitting.

No Work shall commence until the Contractor has secured the required permits and provided copies of approved permit documentation to the Town.

CONTRACT TERM

This Contract 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 shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement shall remain the same as specified in the Agreement and apply during the renewal period(s).

D.2.14 LIQUIDATED DAMAGES

The Contractor shall diligently perform the Work and shall keep downtime and delays to a minimum. The Contractor shall notify the Town's Project Manager of any projected delay and provide an estimated time for completion. Unless approved in writing by the Town's Project Manager, failure to achieve completion of Work within the time period specified in the Notice to Proceed or authorized Work Order shall subject the Contractor to liquidated damages in the amount of one hundred fifty dollars ($150.00) per calendar day beyond the specified completion date. The Town shall have the right to deduct the said liquidated damages from any amounts due to the Contractor.

D.2.15 TRAVEL CHARGES

No separate travel charges shall be permitted under this Contract. All travel costs, mobilization, and demobilization expenses must be included in the unit or lump-sum pricing for the services provided.

D.2.16 WARRANTY

The Contractor warrants to the Town that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, and that all Work shall be of good quality, free from defects, and in conformance with the Contract Documents. The Contractor shall provide a minimum one (1) year warranty on all labor and workmanship, and shall provide manufacturer warranties on equipment, parts, or materials where applicable. Where manufacturer warranties exceed one (1) year, the longer warranty term shall apply. All Work found to be defective or nonconforming during the warranty period shall be corrected at no cost to the Town.

D.2.16 INVOICING

The Contractor shall submit invoices within thirty (30) days of completion of the Work or as otherwise specified in the Work Order. Invoices shall include, at a minimum, the Work Order number, description of services performed, location of services, itemized quantities, and unit or lump-sum pricing. Failure to submit invoices in a timely manner may result in delayed payment or other administrative remedies as determined by the Town.

D.2.17 RECORDS

The Contractor shall maintain accurate and complete records of all Work performed under this Contract, including but not limited to dates of service, locations, scope of work performed, materials used, permits obtained, and personnel involved. Such records shall be made available to the Town for inspection and audit upon request.

D.2.18 ADDITIONAL SERVICES

The Town may request additional services related to or miscellaneous services as defined in the Scope of Work. The Contractor shall provide a written quotation for any such additional services. No Work shall commence until written authorization is issued by the Town.

D.2.19 APPLICABLE LAWS AND STANDARDS

The Contractor shall perform all Work in strict compliance with all applicable federal, state, and local laws, codes, ordinances, regulations, and standards, including but not limited to the Florida Building Code (FBC) and the Occupational Safety and Health Administration (OSHA) regulations.

D.2.20 MATERIALS AND SERVICES

Contractor shall provide all necessary labor, supervision, materials, tools, equipment, machinery, and transportation required to complete the Work in accordance with the Contract Documents. All Work found to be unsatisfactory shall be promptly corrected at no additional cost to the Town. The Contractor shall not store materials or equipment on Town property without prior written approval

D.2.21 SAFETY AND HEALTH

Contractor shall observe all applicable safety precautions throughout the performance of the Work and shall assume full responsibility and liability for compliance with all safety and health requirements. The Contractor shall ensure that all personnel and subcontractors always wear appropriate personal protective equipment (PPE) and comply with OSHA, FDOT, and other applicable safety standards. All practices, materials, supplies, and equipment shall comply with federal, state, and local safety and environmental regulations.

Contractor personnel and subcontractors shall wear distinctive uniforms or high-visibility safety apparel and shall carry company identification while working on Town property. Identification must be openly displayed at all times.

D.2.22 UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

D.2.23 CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

D.2.24 SUBCONTRACTOR(S)

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

Proposers must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the proposer's Minimum Requirements section, as applicable. All information required shall be included in the solicitation response or within three (3) days of request by the Town. If

proposer does not include any subcontractors(s) as part of its bid submittal, it will be construed that the proposer will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it requests in writing, and approved by the Town Manager, the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s).

END OF SECTION

CONTRACT EXECUTION FORM

This **Contract No. 2026-13ACM** made this 28 day of September in the year **2026** in an amount not to exceed $ 69,600 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Air Changes Mechanical, hereinafter called the "Contractor."

The Contract Documents consist of this Contract Execution Form, Solicitation (ITB,RFP, or RFQ) including all addenda, attachments, exhibits, specifications, the Contractor's bid, responses, pricing, and all information submitted or incorporated therein. All Contract Documents are hereby incorporated by reference and collectively form the entire Agreement between the parties.

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

Attest:

By: _____
Gina M. Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney
Mirelis Castilla for

Date: 9/28/2026

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Air Changes Mechanical
(Contractor's Name)

By: Franklin Zizi Franklin Zizi
3504 Portersfield rd Orlando, FL 32808

State of Texas
County of Travis
Sworn to and subscribed before me on 09/28/2026 by Ricardo Ardila.

By: _____

Name: Ricardo Ardila

Title: Managing Partner

Electronically signed and notarized online using the Proof platform.

Date: 9/28/2026

(*) 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.

Atikur Rahman

Electronically signed and notarized online using the Proof platform.

NOTARY PUBLIC STATE OF TEXAS
Atikur Rahman
ID NUMBER
135548558
COMMISSION EXPIRES
February 17, 2030

Not Applicable.
NOT a Corporation.

CORPORATE RESOLUTION

WHEREAS, _____, 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 _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.

_____
Corporate Secretary

(Corporate Seal)

SECTION F – CONTRACTOR'S BID

MIAMI LAKES
Growing Beautifully

HVAC & Refrigeration Equipment Repair and Maintenance Services
ITB 2026-13
Form PS (Bid Form)

PAY ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL
	HVAC Units maintenance				
1	Gov. Center Unit 1 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 195.00	$ 780.00
2	Gov. Center Unit 2 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 195.00	$ 780.00
3	Gov. Center Unit 3 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 195.00	$ 780.00
4	Gov. Center Unit 4 - York (AV15E1DH4S1CAH16H2) 2022 - 6601 Main Street	Month	4.000	$ 195.00	$ 780.00
5	Gov. Center Unit 5 - Mitsubishi Mini Split (MSY-D36NA) 2013 - 6601 Main Street	Month	4.000	$ 60.00	$ 240.00
6	MCCO - Unit 1 - Rheem - Split Unit (RH1T6024STANJA) 2017 - 15151 NW 82 Ave	Month	4.000	$ 133.00	$ 532.00
7	MCCO - Unit 2 - Rheem - Split Unit (RH1T6024STANJA) 2017 - 15151 NW 82 Ave	Month	4.000	$ 133.00	$ 532.00
8	MCCO - Unit 3 - Trane - Package Unit (RAUJC30EBF03ABD00002) 2010 - 15151 NW 82 Ave	Month	4.000	$ 170.00	$ 680.00
9	MCCO - Unit 4 - Trane - Package Unit (RAUJC30EBF03ABD00002)2010 - 15151 NW 82 Ave	Month	4.000	$ 170.00	$ 680.00
10	RACC - Unit 1 - Trane Split Unit (RAVJC20ECC130BD00002) 2023 - 16500 NW 87 Ave	Month	4.000	$ 341.00	$ 1,364.00
11	RACC - Unit 2 - Trane Split Unit (RAVJC20ECC130BD00002) 2018 - 16500 NW 87 Ave	Month	4.000	$ 341.00	$ 1,364.00
12	YC - Unit 1 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 109.00	$ 436.00
13	YC - Unit 2 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 109.00	$ 436.00
14	YC - Unit 3 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 109.00	$ 436.00
15	YC - Unit 4 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 109.00	$ 436.00
16	YC - Unit 5 - Trane - Split Unit (4TTR6036B1000AA) 2016 - 6075 Miami Lakes Dr	Month	4.000	$ 109.00	$ 436.00
17	MLOP1 - Unit 1 - Daikin - Split Unit (DX6VSS6010AA) 2024 - 6411 NW 162 ST	Month	4.000	$ 109.00	$ 436.00
18	MLOP1 - Unit 2 - Trane - Split Unit (4TTV8060A1000BA) 2016 - 6411 NW 162 ST	Month	4.000	$ 96.00	$ 384.00
19	MLOP - Unit 3 - Comfort - Mini Split (CKB24CD(0)) 2018 - 6411 NW 162 ST	Month	4.000	$ 48.00	$ 192.00
20	MLOP1 - Unit 3 - Comfort - Mini Split (CKB24CD(0)) 2018 - 6411 NW 162 ST1 - CONCESSION STAND	Month	4.000	$ 48.00	$ 192.00
	Ice Machine cleaning and maintenance				
21	RACC - CIM2100F - 2020 - 16500 NW 87 Ave	Month	4.000	$ 48.00	$ 192.00
22	MLOP - K420 0 SERIAL: 1120844423 - 2020 - 6411 NW 162 ST	Month	4.000	$ 48.00	$ 192.00
	Hourly Rate				$ -
23	Hourly Labor Rate I: Hourly rate for straight time repairs, i.e., from 8:00 a.m. to 5:00 p.m., Monday through Friday (rate is to include labor and travel, parts are not included).	Hour	80.000	$ 105.00	$ 8,400.00
24	Hourly Labor Rate II – Hourly rate for overtime repairs, i.e., before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays, (rate to include labor and travel, parts not included).	Hour	16.000	$ 157.50	$ 2,520.00
			GRAND TOTAL		**$ 23,200.00**

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:
1 - Contractor to include cost to provide service as describe in contract Section B Scope of Services.
2- The quantities stated on the Form PS– Price Sheet are solely estimates of what the Town anticipates its needs are for the first 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.