



PLANT CITY, FLORIDA

**INVITATION FOR BIDS
BID NO. 16-98836-01
GROUNDS MAINTENANCE**

**PRE-BID CONFERENCE
March 4, 2016, 9:00 AM
IN THE CITY COMMISSION CHAMBERS,
1ST FLOOR CITY HALL; SITE VISIT TO FOLLOW**

**City of Plant City
Procurement Department
302 West Reynolds Street
Plant City, FL 33563
Phone: 813-659-4270
E-mail: wstorey@plantcitygov.com**

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
Grounds Maintenance
Bid No. 16-98836-01**

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CITY OF PLANT CITY, FLORIDA
Invitation for Bids
Grounds Maintenance
Bid No. 16-98836-01

Project Summary

The City of Plant City, Florida seeks bids to furnish all labor, materials, and equipment necessary to perform grounds maintenance as specified in the attached documents. This Invitation for Bids and related documents are open for public inspection online at BidSync.com and www.plantcitygov.com.

Submittal Location & Deadline and Bid Opening

Sealed bids must be delivered to 302 W. Reynolds Street, 3rd Floor, Plant City, Florida 33563. The submittal deadline is not later than **2:00 PM on March 17, 2016** after which, the bids will be opened and the names of each bidder and their total price will be announced.

Pre-Bid Conference

A pre-bid conference followed by a site visit has been scheduled for, **March 4, 2016 at 9:00 AM in the** City Commission Chambers, 1st floor, City Hall, 302 Reynolds Street, Plant City, Florida 33563.

Questions

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Bidders may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to bidder questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid.

The deadline to submit questions is **March 9, 2016 at 10:00 AM** All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at wstorey@plantcitygov.com.

W. A. "Buddy" Storey, Jr.,
Procurement Manager

SECTION 1 – BIDDER INSTRUCTIONS

1. Submittal Location & Deadline. Bids must be submitted to the City of Plant City Procurement Department, 302 W. Reynolds Street, 3rd. Floor, Plant City, Florida 33563 by **2:00 PM on March 17, 2016**. Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. Bids shall be submitted in a sealed envelope or box clearly marked "Bid No. 16-98836-01 Grounds Maintenance". Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The City reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the City.
5. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
6. Licenses & Certifications. Bidder must include the following with their bid:
 - a. Photocopy of valid Florida business license.
 - b. Current "ACORD" insurance certificate with at least \$1,000,000 in coverage per incident including worker's comp certificate or a photocopy of state certificate of exemption from Worker's Compensation.
7. Bid Bond. A cashier's check or bid bond equal to 5% of the total price for the work proposed must be included with each bid. Checks or bonds must be made payable to "City of Plant City, Florida".
8. Number of Copies. Bids shall be submitted in the following formats
 - a. Two (2) paper copies of all required forms and documents, **and;**
 - b. One electronic copy of all required forms and documents. (PDF on a CD or Thumb Drive)

9. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
10. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the City.
11. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see "Scope of Work" for more detail about the project. Submittal of a bid shall serve as bidder's acknowledgement that they are fully familiar with the service area.
12. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.
13. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.
14. Project Owner. The City of Plant City, Florida owns this project. The City Manager or designee is the City's authorized representative on this project.
15. Verification of Bidder's Capability. The City will verify Bidder's ability to complete the work specified in this bid. The City may, at its sole discretion, determine Bidder's capacity to perform this contract based on, but not limited to, evaluation of the following:
 - a. Comparable prior project experience (particularly ones similar to this project size/scope).
 - b. Financial resources.
 - c. Prior bond history.
 - d. Licensure and certifications.
 - e. Equipment, machinery, and/or facilities.
 - f. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

16. Award. City personnel will evaluate the bids. Determination of the lowest responsive and responsible bid may be made on the basis of the base bid.

City staff will recommend the lowest responsive and responsible bid to the City Commission. The City Commission makes the final decision regarding award or rejection of bids.

The City may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based on the most favorable terms available.

17. Local Preference. The City has adopted a local preference policy (Section 2-161, Plant City Code). As part of this Invitation for Bids, the local preference policy provides qualifying bidders with an amount not to exceed 1½ percent of the lowest bid, provided that the cost differential from the lowest bid shall not exceed \$2,500. Non-qualifying bidders will not receive the 1½ percent. A bidder qualifies for a local preference if it meets all of the following:

- a. Paid its applicable City business tax for the current year in which this Invitation for Bids is issued. Bidders that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.
- b. Obtained a license issued by the State of Florida allowing it to engage in the business of providing the services requested in this Invitation for Bids.
- c. Maintains a physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not verifiable and will not be accepted as proof of a physical office location.
- d. A bidder that does not meet the criteria above will not receive 1½ percent calculated to the bid price submitted.

18. Waiver of Irregularities. The City may waive informalities or irregularities that in the City's opinion do not materially affect a bid.

19. Notice of Award. When the bid award is scheduled for Commission action, the Procurement Manager shall post a Notice of Intent to Award to the City's website. The Procurement Manager shall notify the selected bidder (if any) in writing following City Commission action on the staff recommendation.

20. Contract Execution & Bid Bond. The selected bidder must sign and return the Contract, any required bonds or letter of credit, insurance certificates, and all other

required documents within fourteen calendar days after the City sends the documents to the selected bidder. Once the City receives the signed Contract and all other required documents back from the selected bidder, then the City's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the City calling the bid bond or cashing the cashier's check submitted by the selected bidder with its bid; barring the selected bidder from consideration on future projects; or both. The City may then select another bidder to perform the work or provide the goods/services specified in this bid.

21. Notice to Proceed. Following Contract signing by the City, a formal "Notice to Proceed" will be issued in writing from the City's Project Manager. Concurrently the bid bond will be returned.

If the Contractor begins work before receiving the Notice to Proceed, then the City may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the City, or both. The City also may revoke the project award and select another bidder to perform the work.

22. Revocation of Award. If the City discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the City's opinion – is no longer reasonably capable of performing the work as bid, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Procurement Manager will issue the revocation in writing.

23. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.

24. Changes or Modifications. The City may at any time make changes within the general scope of the contract in any of the following areas:

- a. Time of Performance (i.e., hours of the day, days of the week, etc.).
- b. Quantities to be ordered.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the City. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor's own risk. The City assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

25. Pre Bid Conference. Each Bidder shall visit the site of the proposed work and fully acquaint itself with conditions relating to construction and labor so that the Bidder may fully understand facilities, difficulties and restrictions attending the execution of work under this Contract. A pre-bid meeting followed by a site visit has been scheduled for, **March 4, 2016 at 2:00 p.m.** in the City Commission Chambers, 1st floor, City Hall, 302 Reynolds Street, Plant City, Florida 33563.
26. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation the Owner has underway.
27. Contract Documents. The Contract attached hereto is a draft of the Contract required by the City to award the project described in this bid. It is the Bidder's responsibility to review and understand the Contract. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications". That page then must be attached to the bid response form and submitted as part of the bidder's bid. **Contract modification requests after the Bidders bid has been submitted shall not be considered.**
28. Payment and Performance Bond. A Payment and Performance Bond is required for the amount of the contract. Contractor shall be responsible for recording the payment and performance bond and before commencing the work, Contractor shall provide to the City Clerk a certified copy of the recorded bond. As required by 255.05, Florida Statutes, the City may not make any payments to the Contractor until the City Clerk receives the certified copy of the recorded bond.
29. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document in Section 8 - Exhibits.
- a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
 - b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
 - c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
 - i. Financial Strength Rating of "A".

30. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify the bid.

31. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.
32. Indemnification. Section 1-16, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.
33. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If selected by the City, the Bidder must pay applicable sales tax on any goods or services it purchases. The City is exempt from paying federal and state taxes, including sales tax. The City's sales tax exemption is not assignable and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the City.
34. Bid Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
35. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the City.

36. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.

SECTION 2 – BID RESPONSE AND FORMS

Pursuant to and in compliance with your Invitation to Bid, Instruction to Bidders, the fixed Price Contract between City and Contractor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the City of Plant City Standards, and other requirements; as required by and in strict accordance with the contract documents, specifications, drawings and all addenda, if any issued prior to the date of this bid at the prices listed herein as follows:

Item 1

Size	Description	Cost Per Service	Cost Per Service x 40
1.	Park Road Interchange		
2.	Paul Buchman Highway Interchange (I-4 Wheeler St.)		
3.	Alexander Interchange		
4.	Thonotosassa Interchange		
5.	Park Road Medians		
	Total		\$

Item 2

Size	Description	Cost Per Service	Cost Per Service x 40
1.	Public Works Complex Grounds Maintenance		
	Total		\$

Total of Items 1 & 2 above (This total will be the basis of award)	\$
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The City may require the successful bidder to apply Fertilizer, Insecticides or Herbicides at the Public Works Building as delineated on the Public Works Aerial Map. Prices for this service, if required, should be entered in the section immediately below.

	Application	Cost Per Hour Per Requested Application
1.	Fertilizer	
2.	Insecticide	

3.	Herbicide	
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Total Price in Words: _____
(Total of Items 1 & 2 above)

Authorized Signature: _____

Date: _____

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Bidder Name: _____

NOTE: BIDDER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9
MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

BIDDER'S QUALIFICATIONS AND REFERENCES

Bidder shall identify experience as the company of record in the performance of 3 similar contracts completed during the previous 3 years in Florida. If firm is less than 3 years in existence, references may include similar projects performed by the principal(s) of the firm within the last 3 years.

Reference #1			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
Reference #2			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
Reference #3			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			

SECTION 00401
BID BOND

1. KNOW ALL PERSONS that we, _____ as Principal, and _____ as Surety, are held and Bidder is bound unto the City of Plant City, Florida (hereafter called the ("Owner")) in the penal sum of _____dollars (\$ _____), (5%of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. The Principal has submitted a bid to the Owner for the project known as Grounds Maintenance.

3. The condition of this obligation is such that if the Owner shall accept the bid of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid or

(b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to complete the work, then this obligation shall be void, otherwise to remain in full force and effect.

4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principal (Seal)

ATTEST: _____ By _____

Secretary _____
Title _____
Surety (Seal)

ATTEST: _____ By _____

Secretary _____
Title _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal, or Contract No. _____
for _____
[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

a. Predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

- c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

_____ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

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

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

[Signature]

[Date]

STATE OF FLORIDA _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first _____

_____ being sworn by me, affixed his/her signature in the space
[Name]

provided above on this day of _____, 20__.

Notary Public

My commission expires _____

PAYMENT AND PERFORMANCE BOND
Surety's Bond No. _____
City's Contract No. _____

Contractor (Principal):

Name: _____
Address: _____
Phone () _____

Surety:

Name: _____
Address: _____
Phone () _____

Owner:

City of Plant City, Florida
302 West Reynolds Street
Plant City, FL 33563
(813) 659-4200

BY THIS BOND, We _____,
as Principal and _____, a Corporation,
as Surety, are bound to the City of Plant City, Florida, a Florida Municipal Corporation, herein
called Owner, in the sum of \$_____ for payment of which we bind
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal
and Owner for construction of _____

_____, the contract being made a part of this bond by reference, at
the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

WITNESSES:

_____	By: _____	_____
Print name: _____	Title: _____	Name of Principal

Print name: _____		

Print name: _____		Name of Surety
_____	By: _____	
Print name: _____		Attorney-in-fact*

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

SECTION 3 – SCOPE OF WORK AND SPECIFICATIONS

EXHIBIT A – Scope and Specifications

Scope of Work

To provide all labor, supervision, equipment and materials to perform grounds maintenance including mowing, string trimming, edging, liter and debris removal, pruning and weed control of beds for the five (5) medians on Park Road between I-4 and US 92/Baker Street, the Public Works Complex grounds at Alexander, Victoria and Mobley Streets and the four (4) other I-4 interchanges as shown in the bid document.

Service Locations

- I-4 interchange at Park Road, Plant City FL 33563
- I-4 interchange at SR39 (Wheeler Street/Buchman Highway-N. Frontage Rd.), Plant City FL 33563
- I-4 interchange at Alexander Street, Plant City FL 33563
- I-4 interchange at Thonotosassa Road, Plant City FL 33563
- Park Road medians between I-4 and US92/Baker Street, Plant City, FL 33563
- Public Works Complex, Alexander/Victoria/Mobley Streets, Plant City FL 33563

Estimation of Service

The City Staff has estimated that grounds maintenance service will be needed 40 times during the year. The quantities shown in the Bid Form are approximate only and are subject to either increase or decrease depending on weather conditions. A minimum of 30 visits during the year will be utilized. Payments will be made for actual work done on a per service basis.

Detailed Description of Services

1. MOWING:

- a. Grass to be maintained at a height of 3½”.
- b. Mower blades will be kept sharp at all times to prevent tearing of the grass blades.
- c. Various mowing patterns will be employed to insure even distribution of clippings and to prevent ruts caused by mowers.
- d. Extreme caution is to be used when mowing around parked cars and tree roots.

2. EDGING:

- a. All plant beds, curbs, streets, asphalt roadways and structures will be mechanically edged and trimmed neatly, maintaining the shape and configuration of all planting beds.
- b. Edging equipment will be equipped with manufacturer’s guards to deflect hazardous debris.
- c. All walks, paths, streets and roadways will be swept or blown off after edging to maintain clean, well groomed appearance.
- d. All grass runners will be removed by hand after edging to maintain areas free of both weeds and encroaching grass.

- e. Groundcovers will be confined to bed areas by manual or chemical means.
- f. Frequency of edging will correspond to frequency of mowing.

3. TRIMMING

- a. Asphalt surfaced areas and cracks in all paved surfaces are to be maintained through string trimming and/or herbicide applications and shall correspond to the frequency of mowing.
- b. String trimmers may be used around telephone poles, sign posts and fences.
- c. No blades are to be used when trimming.
- d. All areas specified for maintenance which are inaccessible to mowing machinery or string trimmer should be maintained by herbicide application.
- e. Extra care will be used when trimming around wooden or painted signs and posts to minimize damage.
- f. String trimmers should not be used around the roots of trees, palms or other plants easily damaged by such trimming. Such areas should be maintained by a band of no more than 4" kept clear by Round-Up or other suitable herbicide.
- g. Frequency of trimming will correspond to frequency of mowing.

4. TRASH

- a. All areas of maintenance will be patrolled by the Contractor prior to regular mowing, edging or trimming for the purpose of removing normal trash or landscape debris.
- b. During the mowing, edging or trimming process, all areas littered with grass clippings, leaves, dirt or other debris will be swept or blown clean.
- c. All litter, trash and other debris in plant beds or under shrubs must be removed during each maintenance visit.

5. SHRUB/PLANT PRUNING

- a. All pruning and thinning should have the objective of promoting healthy growth and retaining the natural shape unless otherwise designated by the City.
- b. Plants, hedges and shrubs are to be pruned as needed to maintain shape and visual appeal.
- c. Special care will be made in areas of visual obstructions to pedestrian traffic and vehicular traffic to ensure required sight lines are kept open.
- d. All areas will be left free of clippings and debris following pruning.

6. TREE PRUNING

- a. Trees will be maintained with clear trunks with lower branch elevations of at least 8 feet. All roadways will be kept clear up to 14 feet in elevation.
- b. Tree interior sucker branches and dead wood will be removed at each service to a height not to exceed 14 feet.
- c. All work on trees above 14 feet is the responsibility of the City.
- d. All tree pruning up to 14 feet overall will be pruned and shaped each March and September to promote vigorous blooming and maintain desired shape and size.
- e. All tree branches will be individually trimmed back to wood no larger than 1/2" in diameter. All sucker branches, seedpods and ball moss will be removed.

7. WEEDING

- a. Beds, planters and other areas shall be checked at each visit and weeds are to be controlled at the early signs of growth.
- b. Weeding of beds, planters and other areas shall be by hand or with Round-Up or another suitable herbicide.

- c. Chemical weed control in beds, planters and other areas shall be in compliance with the State of Florida Agriculture Department's Extension Service.

8. PEST CONTROL

- a. Any concentration of pests should be reported to the contract administrator during or immediately after the maintenance visit.

9. FERTILIZATION AND TURF HERBICIDE/INSECTICIDE

- a. For the Utility Operations Building section of the Public Works Complex only:
 - i. Fertilization of beds and turf areas as requested by Owner.
 - ii. Herbicide and insecticide application to turf areas as requested by Owner.
- b. Includes material and application.

10. CHEMICAL TREATMENTS

- a. For application of all chemicals, proper weather conditions and all other requirements are to be followed
- b. For any chemical application, Contractor will maintain an application log and have MSDS sheets available for each product used.
- c. Any individual who controls any pest or disease control chemical shall be properly licensed as a technician under the certified pest control operator's license held by the Contractor as provided for under Florida Statute Section 482-11.
- d. The Contractor and all its employees, agents, representatives and subcontractors shall comply with any and all Environmental Protection Agency regulations and guidelines and shall follow all manufacturer's recommendations and specifications in the application of any chemicals to the premises.

11. FENCES

All moss and other growth will be removed from all fences during each maintenance visit.

**TYPICAL LANDSCAPE SERVICE SCHEDULE
(SCHEDULE TO BE ADJUSTED BY OWNER AS NEEDED)**

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TRASH PICK-UP	2	2	4	4	4	4	4	4	4	4	2	2	40
MOW ALL GRASS AREAS	2	2	4	4	4	4	4	4	4	4	2	2	40
WEED EAT ALL AREAS	2	2	4	4	4	4	4	4	4	4	2	2	40
EDGE ALL AREAS	2	2	4	4	4	4	4	4	4	4	2	2	40
BLOW ALL AREAS	2	2	4	4	4	4	4	4	4	4	2	2	40
PRUNE SHRUBS	Inspect each visit, address as needed												
PRUNE TREES	Inspect each visit, address as needed per Exhibit A												
WEED CONTROL	Inspect each visit, address as needed												
INSECT CONTROL	Inspect each visit, advise Owner as needed												
FERTILIZE, HERBICIDE, INSECTICIDE	Operations Building area of Public Works Complex, Inspect each visit, address as requested												

EXHIBIT B – General Specifications

1. **General Instructions:** All work called for in the specifications applicable to the award, but not shown in their present form, shall be of like effect as if shown or mentioned. Work not specified, but involved in carrying out the intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of specifications 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, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used and interpretation of these specifications shall be made upon that basis.

2. **Enclosures:** The Contractor shall furnish a list and have on hand sufficient and proper tools and equipment, personnel, inventory and other facilities pertinent to and available for the proper execution of the proposed work and a statement of financial resources to the extent necessary to establish the ability to perform the proposed work. Contractor shall furnish a current valid work site phone number where it or its representative can be reached at all times during working hours and an after hour emergency number must also be supplied. Any change in phone numbers must be forwarded to the Parks Division immediately. The City may make further investigations as considered necessary with respect to responsibility of the Contractor to whom it appears the contract will be awarded.

3. **Utility Installations and Structures:** The BID documents do not contain data relative to existing utility installations and structures above and below the ground surface. It is the responsibility of the Contractor to make its own investigation to inform itself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the work. The Contractor shall protect all utility installations and structures from damage during the work. All existing utilities damaged by the Contractor shall be repaired by the Contractor, at their expense, as directed by the Parks Division. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. **Powers of the City Representatives:** The power of the Parks Superintendent or his representative shall not be limited to the following enumeration, for it is the intent of this award that all of the work shall be subject to his determinations and approval, except where the determination or approval is someone other than the Parks Superintendent or his representative is expressly called for herein.

1. The Parks Division reserves the right to make additions, deletions or changes to the maintenance schedules, work methods and materials used from time to time, as it deems necessary. Changes will be of a manner not materially affecting the substance thereof or materially changing the price to be paid in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. The Contractor shall in no way be invalidated by any such additions, deductions or changes, and no claim by the Contractor shall be made for any loss of anticipated profits thereby.

2. Maintenance conditions may require that minor changes be made in the Maintenance Work Method, location of the work, equipment and material to be furnished and other work to be performed hereunder. The Contractor, when requested by the Parks Superintendent or his representative, shall make such adjustments and changes in said

locations, work method, equipment and materials without additional costs to the City, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole and provided further that such adjustments and changes are furnished the Contractor by the Parks Superintendent within a reasonable time before any work involving such adjustments and changes is begun. The Parks Superintendent shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

1. To monitor the performance of the work.
2. To determine the amount, kind, quality sequence, frequency and location of the work to be paid for hereunder and, when completed, to measure such work for payment.
3. To determine all questions of a maintenance character in relation to the work, to interpret the Maintenance Work Method and schedules.
4. To determine how the work of this awarded BID shall be coordinated with the work of others engaged simultaneously on or adjacent to the area(s) identified by these specifications.
5. To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the award.
6. To amplify the Maintenance Work Method, add explanatory information and furnish additional specifications and drawings consistent with the intent of the BID documents.
7. The Parks Superintendent or his representative may be present at the initial start of the contract work and inspect all work until the award is completed. If at any time it is determined by the Parks Division's representative that the terms of the contract are not being followed, said representative can stop the work until the corrections are initiated. Failure to correct violations (within 24 hours of notification) can result in immediate termination of the award.
8. To review any and all questions in relation to the award and its performance, except as herein otherwise specifically provided and his determination upon such review shall be final and conclusive upon the contractor.
- 9 To suspend the whole or any part of the work whenever, in his judgment, such suspension is required; (1) in the interest of the City generally or (2) to coordinate the work of others engaged in work on or around the area(s) described in this specification or (3) to expedite the completion of the work described in this specification.
10. If, before the final acceptance of all the work completed herein, it shall be deemed necessary to take over, use, occupy or operate any part of the completed or partly completed work, the Parks Superintendent shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the City on and after the receipt of notice in writing from the Parks Superintendent that such work or part thereof will be used by the City on and after the date specified in such notice.

Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work.

5. **Contractor's Responsibility:** The Contractor shall do all the work and furnish, at its own cost and expense, all labor, materials, equipment, except as herein otherwise provided, as may be necessary and proper to perform and complete the work under this specification. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

1. The work shall be performed in accordance with the true intent and meaning of the bid documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern management practices, with equipment as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the Parks Superintendent or his representative. Unless otherwise expressly provided in the BID documents, the means and methods of maintenance shall be such as the Contractor may choose, subject, however, to the approval of the Parks Superintendent or his representative. Only adequate and safe procedures, methods, structures and equipment shall be used. The Parks Superintendent or his representative's approval or failure to exercise his right there on shall not relieve the Contractor of obligations to accomplish the result intended by the award in a safe and efficient manner, nor shall such create a cause of action for damages.

6. **Work Inspections:** During the progress of the work and up to the date of acceptance, the Contractor shall, at all times, allow the representative of the City the opportunity to inspect the work done or being done under this award.

All maintenance work will be monitored by a representative of the City of Plant City Parks Division. Work not approved and requiring to be redone, must be redone and completed within twenty-four (24) hours after notice that the work was rejected.

Inspection sheet will be utilized by the City following each work visit. Both the contractor or his representative and the City's representative will note any issues and both will sign the inspection sheet.

The inspection of any work shall not relieve the Contractor of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the award shall be redone or replaced as directed by the Parks Superintendent or his representative even though such work may have been previously approved and payment made therefore. The third and all subsequent inspections of work requiring a redo shall result in a re-inspection fee of \$50.00 for each inspection and shall be deducted from payment of that cycle's invoice.

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected work and materials must be promptly removed from the site, which must at all times be kept in a reasonably clean, neat and safe condition.

Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from recovery of

damages or such a sum of money as may be needed to redo all portions of the work in which inferior work or improper materials were used, whenever found.

Should it be considered necessary or advisable by the City at any time before acceptance of any and/or all work to make examinations of work already completed, the Contractor shall, on request, promptly furnish all necessary work schedules, labor and materials for that purpose. If such work is found to be below requirements in any respect, due to the fault of the Contractor or materials being used, it shall defray all expenses of such examination and satisfactory re-work. If, however, such work is found to meet the requirements of the award, the cost of examination and restoration of the work shall be considered an item of extra work to be paid for in accordance with the provisions in the specification.

- 7. Preservation of Property:** The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the specifications. This applies, but is not limited to, vehicles parked in such parking lots, vehicles traversing public or private rights-of-way, parks or otherwise, the public utilities, trees, lawn areas, sprinkler systems, building monuments, fences, all pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor and at the Contractor's own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the City may, upon 48 hours written notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this award. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property not shown by the BID documents and/or specifications, when this is made necessary by alteration of grade or alignment authorized by the Parks Superintendent or his representative, provided that such property has not been damaged through the fault of the Contractor, its employees or agents.

- 8. Hazardous Materials:** The Contractor must follow OSHA Regulation 29, Code of Federal Regulation (C.F.R.) Part 1926.59, Rule 17 Florida Administrative Code, the product MSDS, plus any and all other applicable regulations when using substances, containing hazardous materials. These regulations apply to transporting, storing, mixing, application, clean-up and disposal of excess materials and their containers. Any illegal disposal of hazardous materials and/or containers shall place the Contractor in default.

1. The Contractor shall assume all costs arising from citations, cleanup of spills and/or over-sprays (if applicable) and subsequent inspection due to non-compliance of the above mentioned regulation(s) or misuse of the product as specified by the manufacturer. The Contractor further agrees to indemnify and hold harmless the City of Plant City and its duly authorized agents from any and all suits of law or actions of any nature for or on account of non-compliance of the above stated regulations and/or product use guidelines as specified by manufacturer.

- 9. Maintenance Frequency:** The work is to commence immediately upon notice to proceed being given to Contractor from the Parks Division. All maintenance site(s) must be completed according to the time frame set out in the specifications.

1. The Contractor must complete the work in accordance to schedule unless the date of maintenance is extended pursuant to the approval of the Parks Superintendent or his representative. Extensions, if any are as follows:

a. Contractor may service a contracted site within 24 hours prior to the initial scheduled date or 24 hours thereafter with prior written approval from the Parks Division. Parks Superintendent shall be the sole judge of what constitutes an unforeseen circumstance.

b. If the Contractor performs the service outside the 24 hours before and after the initial maintenance schedule date for a particular contracted site, the Contractor shall pay to the City as liquidated damages the sum equivalent to 50 percent of the Contractor's pay for said contracted site for each day services are rendered outside said 24 hours before and after initial said initial maintenance schedule date for particular contracted site.

10. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Safety features on equipment being utilized for the work shall be used at all times.

11. Environmental Considerations: The Contractor, in the performance of the work under this award, shall comply with all local, State and Federal laws, statutes, ordinances, rules and regulations applicable; and in the event it violates any of the provisions of same, it shall be answerable to the local, State and Federal agencies designed by law for the protection and enforcement of the environment. In the event the City receives, from any of the environmental agencies, a citation which is occasioned by an act or omission by the Contractor, its officers, employees or agents, it is understood and agreed that the Contractor shall automatically become a party-respondent under said citation; and the City immediately shall notify the Contractor and provide it with a copy of said citation. The Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

12. First Aid: The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times.

13. Reports, Records, Data and Communications: The Awardee shall furnish to the Parks Division such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates and other data as the Parks Superintendent or his representative may request concerning work performed or to be performed and the materials furnished or to be furnished under the award.

14. Traffic Regulations: During the prosecution of the work, the Contractor shall put up and maintain all such barriers, signs and/or lights as will effectively prevent accidents. The Contractor shall provide suitable barricades, cones, red lights, "danger", "caution", or "street closed" signs and watchmen at all places where the work causes obstruction to the normal traffic or constitutes in any way a hazard to the public. Such barriers and signs shall be constructed to City of Plant City Department of Public Works standards and placed as recommended by the Traffic Division of the City's Department of Public

Works. FDOT Work Zone regulations shall be followed along highway work zones as described below.

- Maintenance of Traffic (MOT) Work Zone set-ups, maintenance and take-downs shall be supervised by a person with Advanced Maintenance of Traffic Certification. Contractor shall furnish with its BID response documentation to the City of persons Certified in Advanced MOT.
- MOT Work Zone set-ups shall be performed in accordance with the Florida Department of Transportation's (FDOT) current Standard Index 600 (Traffic Control Through Work Zones) series. The Contractor shall furnish the City with appropriate and specific Standard Index 600 series Plan Sheets for each location requiring MOT. For information on FDOT's current Standard Index 600 series, link to: <http://www.dot.state.fl.us/rddesign/DS/16/STDs.shtm>
- The FDOT's Tampa Operations Center will need to be notified two (2) full work days prior to any anticipated lane closures. Any required lane closures will need to be approved by the FDOT's Tampa Operations Center before any lane closure will be allowed. The Operations Center may be contacted by calling 813-612-3200.

15. Use of Chemicals: All chemicals used during maintenance work must show approval of either EPA or USDA. Use of all chemicals and disposal of residues shall be in strict compliance with EPA, USDA and manufacturer's instructions. Final approval for use of any and all chemicals on the work site(s) shall rest solely with the Parks Division. Contractor's employees shall be fully licensed by the State of Florida to apply herbicides, pesticides and fungicides. All chemicals shall be handled in strict accordance with the Federal, State and County regulations. Contractor shall use sound cultural practices that aid in determining the presence or proliferation of insect and disease.

16. Licensing and Permits: Contractor, at its own expense, must obtain and comply with all Federal, State and local licenses, permits, ordinances, regulations, etc., for the operation of any equipment, the use of any material or undertaking any operation necessary to complete the work within these specifications.

17. Unscheduled Maintenance: Any additional work not in keeping with these specifications, such as those of vandalism and/or mischief will involve additional cost. Contractor shall notify the Parks Division of any damage, so their designee can inspect the damage prior to authorizing repair. Contractor will notify the Parks Division's designee after repairs have been completed so final inspection can be made for compliance prior to authorizing payment.

18. Work Days: All maintenance work is to be performed on days and times allowed by FDOT regulations as described below.

- Unless otherwise directed by the FDOT's Tampa Operations Center, work hours shall be Monday through Friday from 9:00 A.M. to 3:30 P.M.
- Work will not be allowed on weekends or State Holidays without the written permission by the FDOT's Tampa Operations Center.

19. Maintenance Work Method: All work shall follow Exhibit A.

1. All designated work areas on the Contractor's worksheets are to be done in accordance with this specification unless otherwise described herein.

2. The Awardee shall be responsible for all damage it may cause to plants, trees, turf, irrigation, utilities, etc. due to improper, incorrect or careless work methods while conducting its work under this contract.

3. During times when water restrictions are imposed, the Contractor, at the Parks Division direction, shall follow restrictions as imposed.

4. In the event of a tornado, windstorm, hurricane, hail, lightning, flooding, etc., all fallen or damaged material of six (6) inches or less in diameter shall be placed at a designated site by the contractor. All other storm damage shall be corrected/removed at the expense of the City of Plant City Parks Division.

5. The Contractor shall immediately report any evidence of graffiti to the Parks Division office. The Parks Division will provide for the documentation of all graffiti reported.

6. Do not let anyone influence the amount of work you do. If you have questions as to what is designated as grounds maintenance, contact the Parks Division representative.

This bid is for every item on the above specifications; all items listed must be completed for acceptance.

SECTION 4 – SPECIAL PROVISIONS

1. Definitions

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

- 1.1 The term "Contractor" means the person, Bidder or corporation to whom the herein Contract is awarded by the Owner and who is subject to the terms hereof.
- 1.2 The term "Subcontractor" means a person, Bidder or corporation supplying services and materials, labor and materials, or only services or labor for work in connection with the project.

2. Accident Prevention

Precaution shall be exercised the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

3. Qualifications for Employment

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make this employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

4. Substitutions

Unless otherwise stated, reference in the specifications to any article, device, product, materials, fixture, form, or type of construction, etc., by name, make or catalogue number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The determination of whether any article, device, product, material, fixture, form or type of construction is equal to that named is solely in the determination of the Owner. No Substitutions shall be permitted without the prior express written authorization from the Owner.

5. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account

of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

6. Use of Premises

- 6.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials. Any damage done to public or private property shall be repaired at the Contractor's expense to the preconstruction condition or better. It is mandatory that a preconstruction video be made to determine actual preconstruction conditions should a dispute arise. Be sure to note address, type of sod, any existing damage and show these items on the video.
- 6.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- 6.3 The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State Department of Environmental Regulation and Health Department. He shall commit no public nuisance.

7. Overtime Work by Owner Employees

Where the Contractor elects to work longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an inspector will be present. The Contractor shall reimburse the Owner for the full amount of the straight time plus overtime costs for employees of the Owner required to work overtime hours. The Contractor by these specifications does hereby authorize the Owner to deduct the cost of overtime work at the rate of \$35 per hour from the amount due or to become due him.

Overtime due to special construction problems such as concrete, finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., may not be charged if the City Manager considers the overtime to be mutually justified. Normal engineering inspection hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Recognized Holidays shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. Strawberry Festival Parade Day
4. Memorial Day
5. Independence Day

6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve's Day
11. Christmas Day

8. References

Any reference in this document to any specification, publication, or test method shall be construed as meaning the latest edition, revision, change, or modification of same.

ATTACHMENTS:

The following attachments are a part of this bid document:

Aerials
Draft Contract

AERIALS:



I-4 Park Road interchange 16-0115.pdf



I-4 Wheeler Street interchange 16-0115.pdf



I-4 Alexander Street interchange 16-0115.pdf



I-4 Thonotosassa Road interchange 16-0115.pdf



Park Road medians 16-0115.pdf



Public Works area 16-0121.pdf

DRAFT CONTRACT
Attached hereto:

GROUNDS MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the City of Plant City (“City”) and _____ (“Company”), whose address is _____.

WHEREAS, City desires to retain Company to render certain services, as described herein; and

WHEREAS, the Company represents that Company is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for the Company to provide all labor, supervision, equipment, materials to perform grounds maintenance including mowing, string trimming, edging, liter and debris removal, pruning and weed control of beds for the five (5) medians on Park Road between I-4 and US 92/Baker Street, the Public Works Complex grounds at Alexander, Victoria and Mobley Streets, and the following four (4) I-4 interchanges:

- I-4 interchange at Park Road, Plant City FL 33563
- I-4 interchange at SR39 (Wheeler Street/Buchman Highway-N. Frontage Rd.), Plant City FL 33563
- I-4 interchange at Alexander Street, Plant City FL 33563
- I-4 interchange at Thonotosassa Road, Plant City FL 33563

In addition, the City may require the application of fertilizer, insecticides or herbicides at the Public Works Complex at 1802 Spooner Drive, Plant City, FL, as more particularly described in the Invitation to Bid No. 16-98836-01.

The terms of the Invitation to Bid, Company’s Executed Bid Form, Exhibit A (Scope and Specifications), and Exhibit B (General Specifications), are incorporated herein by this reference. Notwithstanding, no deviations in the Company’s executed Bid Form from the Invitation to Bid or from other Contract documents prepared by the City shall be incorporated herein unless expressly provided in this Contract. **Any conflict with the Company’s executed Bid Form and the Invitation to Bid and other contract documents prepared by the City shall be construed in favor of the contract documents prepared by the City.**

2. COMMENCEMENT AND TERM. Work performed by the Company will commence on March 22, 2016 and shall continue through March 21, 2017 unless terminated earlier as provided in paragraph 9 herein. City shall have the option to extend the agreement for three additional one year terms under the same terms and conditions.

3. PAYMENTS TO THE COMPANY. Company shall be paid for the service herein per service visit at the rates as described in Company's submitted Bid Form, a copy of which is attached and incorporated herein by this reference. All payments shall be made on a monthly basis within thirty (30) days after receipt of invoice(s) that shall conform to the City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

4. DELETION OF SERVICES. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the deleted portion on the basis of the percentage of completion.

5. SUPERVISION. Company shall provide supervision during all service hours. City personnel will periodically inspect the facilities to assure that the requirements of the contract are being met. If any work is unsatisfactory, the Company will be contacted and any discrepancies corrected at no additional cost to the City. Continued unsatisfactory work may result in termination of this agreement.

The Company shall provide the emergency telephone numbers and beeper numbers of supervisory personnel assigned to the contract.

6. WARRANTY AND STANDARD OF CARE. Company hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all services provided shall be of high quality, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Paragraph shall constitute a breach of the Company's warranty.

In the event that Company's actions or inactions cause damage to trees or other planting materials within the service area, Company shall replace such trees or other planting materials at no charge to the City.

7. DEDUCTIONS TO INVOICES. In the event the Company shall not have completed all of the required or monthly services as scheduled and outlined in the services required specifications, the Company will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specifications requirements. If they are not, a deduction of the total daily cost for that location will be subtracted from the Company's monthly invoice. Failure of the Company to appear on any scheduled workday shall result in the deduction of the total daily cost for that location.

8. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require the Company to gain entry using established alarm procedures or by using keys/striker cards. Company's

employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in the City's facilities.

9. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by the Company and increases or decreases in the Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

10. TERMINATION.

A. If the City materially breaches this Agreement, the Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against the City, including incidental and consequential damages. Company shall give written notice to the City of any alleged breach and the City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If the Company materially breaches this Agreement, the City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. The City shall give written notice to the Company of any alleged breach and the Company shall have ten (10) days from the date of such notice in which to cure the breach before the City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, the City may terminate this agreement at any time without regard to cause with 30 days' notice to Company, provided that in such event, the City shall pay compensation for services actually performed hereunder prior to such termination.

11. CONSTRUCTION. This agreement shall be governed by the laws, rules and regulations of the State of Florida.

12. INSURANCE.

A. Workers' Compensation Insurance. The Company shall procure and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Company shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the labor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Company's Workmen's Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Company shall provide and shall cause each Subcontractor to provide adequate insurance for the protection

of such of his employees not otherwise protected. The Company shall indemnify and hold the City harmless for any claim made by the Subcontractor for workmen's compensation.

B. Company's Comprehensive Liability and Property Damage Insurance.

The Company shall procure and shall maintain during the life of this contract Company's Comprehensive Liability Insurance in an amount satisfactory to the Owner, but not less than \$300,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00, on account of one accident, and the Company's Property Damage Insurance in an amount not less than \$1,000,000.00. This insurance shall be maintained with an insurance company or companies licensed to do business in the state in which the Company shall perform his contractual services. Owner shall be named as additional insured on the policy.

C. Subcontractor's Comprehensive Liability and Property Damage Insurance.

The Company shall require each of his Subcontractor's to procure and maintain during the life of his contract Subcontractor's Comprehensive Liability and Property Damage Insurance coverage in amounts satisfactory to the Company for his own protection, with an insurance company or companies licensed to do business in the state in which the Subcontractor shall perform his contractual services.

D. Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for Company and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured, and also against any of special hazards which may be encountered in the performance of this contract.

E. Proof of Carriage of Insurance: The Company shall furnish the Owner with satisfactory proof of carriage of the insurance required, but the failure to provide adequate insurance shall not relieve the Company's responsibility to protect the Owner wholly from all such claims and damages.

The certificate of insurance shall include as a certificate holder:

City of Plant City
Attn: City Manager
302 West Reynolds Street
Plant City, FL 33563

13. INDEMNIFICATION. The Company shall be liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys' fees, arising out of the Company's errors, omissions or negligent acts of the Company, its agents and employees, in performance of this Agreement.

14. LAWS, ORDINANCES. The Company shall observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations that would apply to this contract.

15. PUBLIC RECORDS. Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology system of the Owner.

16. PERMITS, FEES, TAXES, LICENSES. The successful Company shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.

17. COMPANY'S PERSONNEL. Company is to have all Company's employees doing work under this agreement bonded. The City reserves the right to request background and bonding information for all personnel assigned to this contract. Company's employees assigned to this contract are to present a professional appearance, shall be neat, clean, well groomed, courteous, properly dressed and conduct themselves in a respectable manner while performing duties and while on City property. Company's employees assigned to this contract shall wear a name tag specifying the name of the employee and the Company's company name.

18. OSHA REQUIREMENTS. Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Company agrees to furnish Material Safety Data Sheets (form OSHA-20) as applicable for hazardous or potentially hazardous products

19. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Company assures the City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap, or martial status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and the Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

20. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

By execution of this agreement, Company assures the City that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members, or any agents who are active in management are convicted of a public entity crime, the Consultant shall immediately notify the City.

21. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of the Company to the City is that of an independent contractor.

23. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

24. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr
City Manager
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

With a copy to:
Kenneth W. Buchman, Esquire
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, Florida 33563

Company:

The parties reserve the right to change the designated person to receive notice. In such event, the party shall notify the other party in writing as provided herein within 10 days of the change of designation.

25. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Company to any third party without the prior written consent of the City.

26. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on the City unless in writing signed by an authorized representative of the City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

28. CITY'S REPRESENTATIVE. The City Manager, or his written designee, shall be the City's representative during the term of this contract. Until such time as Company is notified otherwise pursuant to paragraph 24 herein, the Superintendent of the Parks Division has been designated to act on behalf of the City Manager.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement and the attached Exhibit(s) to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as form and correctness:

Kenneth W. Buchman
City Attorney

Witnesses:

[Company Name]

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Exhibit A
Scope and Specifications

Exhibit B
General Specifications