

THE CITY OF DAYTONA BEACH
LANDSCAPE MAINTENANCE FOR BEACHSIDE, CITY PARKS, AND OTHER
FACILITIES

INVITATION TO BID No. 0118-0920



THE CITY OF DAYTONA BEACH
PUBLIC WORKS - ADMINISTRATION
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115

Issue Date: March 2, 2018

INVITATION TO BID

The City of Daytona Beach, Florida, will receive bids for **LANDSCAPE MAINTENANCE FOR BEACHSIDE, CITY PARKS, AND OTHER FACILITIES** , Invitation to Bid No. **0118-0920**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on APRIL 2, 2018**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, Fl., 32114

with "Sealed Bid for Citywide LANDSCAPE MAINTENANCE FOR BEACHSIDE, CITY PARKS, AND OTHER FACILITIES , ITB No. 0118-0920" plainly written on the outside of the envelope.

The work generally consists of seeking a qualified CONTRACTOR to perform Landscape Maintenance and Mowing Services on various City Properties and Roadways generally in the Beachside area as well as City Parks and other facilities, including but not limited to all labor, materials and supplies, equipment, tools, and any services, accessories and procedures necessary to perform under these specifications. City anticipates awarding two separate contracts. One for beachside with an estimated project magnitude of \$150,000; and a second contract for Parks & Facilities with an estimated project magnitude of \$115,000.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

A Non-Mandatory Pre-Bid Conference will be conducted on March 13, 2018 at 10:30 AM, at City of Daytona Beach Public Works Conference Room, 950 Bellevue Avenue, Daytona Beach, Florida, 32114. Interested Proposers are *urged* to attend.

The City of Daytona Beach, Florida, reserves the right to accept or reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract. Contractors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA
By: KIRK ZIMMERMAN, CPPB
Buyer

Issue Date: March 2, 2018

INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR GENERAL SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, these extraneous documents will be discarded. Only if the City awards a contract to Bidder will the Bidder be asked to sign the form contract included in this solicitation.

C. The Bid Proposal Form and the other documents included in the Bid Package, all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kind.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth below for delivery of the completed bid. Such requests must be received prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

Deadline for submitting questions will be 10 calendar days prior to bid due date.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any Scope of Work, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.

6. BID ENVELOPE. The Bid, including the Bid Form, all required Bid Documents, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the bid number and title of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

7. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

8. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 8.

9. DISQUALIFICATION OF BIDDERS.

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

10. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time- and date-stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

11. UNIT PRICING AND QUANTITIES. If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid, firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

12. THE BID IS AN OFFER. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following bid opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Successful Bidder.

13. FEDERAL TAXES. The Bid Price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid Price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. PUBLIC RECORDS. Sealed bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to Bid Opening results by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 5:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c). Please see the Drug Free Workplace form incorporated into this Invitation.

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. RESERVED

23. CONTRACT DOCUMENTS. The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment or by reference, the Bid Documents (including Addenda and Standard Terms and Conditions), the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the bid, any purchase orders requisitioning goods pursuant to the Contract, and any amendments that may after the date of award be executed by the successful bidder, if any, and the City. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

24. PURCHASE ORDERS. All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

25. PUBLIC ENTITY CRIMES. Any party submitting a bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the bid/proposal. The form is included on the bid proposal pages of the Bid Documents. All blank spaces in the Form must be completed.

26. SUBMISSION OF INSURANCE. The Successful Bidder must submit any required insurance on or before submission of the signed contract or prior to issuance of a notice to proceed.

27. COMPLIANCE WITH LAWS. The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the

Successful Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of bid submittal. Required licensure must be maintained in full force and effect during the contract term.

28. MAINTENANCE OF LICENSES. The Bidder will maintain all required licenses in full force and effect during the contract term.

29. CITY'S FORM TERM SERVICES CONTRACT. The City's form service contract, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, that the Bidder should review prior to submitting the Bid. The City reserves the right to make minor changes to the form contract prior to execution by the successful bidder to correct errors, make other minor formatting changes, or for legal sufficiency. The City will provide the successful bidder the final contract for execution.

30. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

31. COOPERATIVE PURCHASING. All bidders awarded contracts from this solicitation are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.

SPECIAL INSTRUCTION SHEET

SI 1. NON-EXCLUSIVE CONTRACT. Award of this Contract will impose no obligation on the part of the City to use the successful bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

SI 2. WORK DIVIDED INTO LOTS. Award of this bid will be on a lot-by-lot basis to the lowest and best Bidder for each individual lot. Bidder will provide a price for each lot being bid. If the Bidder elects not to bid on a particular lot, Bidder must clearly mark "No Bid" on the lines provided for pricing for that lot. ***Lot 1 is Beachside, Lot 2 is Parks & Facilities.*** City reserves the right to not award specific locations within a lot if the bid price exceeds the budget appropriation.

SI 3. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS

(a) Minimum Qualifications. In order to be considered qualified to perform the requested services, the Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of bids, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested services.

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Non-Collusion Affidavit
	Florida Public Entity Crime Form
	Local Contractor Affidavit <i>only if filing for local preference</i>
	Drug Free Workplace / Tied Bids
	Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address

BID PROPOSAL FORM
LANDSCAPE MAINTENANCE FOR BEACHSIDE, CITY PARKS, AND
OTHER FACILITIES
ITB #: 0118-0920

TO THE MAYOR AND COMMISSIONERS
THE City OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the facilities where the services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER has thoroughly examined the Contract Documents and that BIDDER is sufficiently knowledgeable of the services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the BIDDER hereby agrees to furnish all labor, materials, and equipment required to perform the services in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That BIDDER agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents

BID PROPOSAL FORM, cont.

5. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the Bidder will be entitled to payment based upon the services performed and accepted, as specified in the Contract Documents, .

6. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(*list any additional Addenda by number and date*): _____

7. That BIDDER has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the BIDDER. BIDDER will be fully bound by all contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative bids any alternative bids not specifically accepted the City in the notice of award will not be a part of the Contract.

9. In the event that any notice needs to be sent during the course of any contract that may result from this solicitation please specify the name, address, phone, fax, and email of the person to contact.

Name: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

(Remainder intentionally left blank)

BID PROPOSAL FORM, cont.

10. That BIDDER is *(mark the appropriate box and include the additional information, as applicable)*:

- An individual person/sole proprietor
- A Florida corporation/ limited liability company
- A foreign corporation/limited liability company authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A Florida limited partnership
- A foreign limited partnership authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A general partnership (provide partner names on separate, signed sheet of paper)
- A joint venture**
- Other _____ (specify, including type of entity)

** (If BIDDER is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)*

*** (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*

11. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of BIDDER if the contract is awarded to BIDDER, is as follows:

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

Date signed: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

BID SCHEDULE: BEACHSIDE LANDSCAPE MAINTENANCE (LOT 1)
ITB NO. 0118-0920

Location A : Breakers Park

Base Maintenance	\$	/ Month x 12 Months	=	\$
Irrigation Service - 13 Zones	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Tree/Shrub	\$	/ Per Service X 4 Services	=	\$
Fert/Pest Control - Turf	\$	/ Per Service X 6 Services	=	\$
Mulch - Installed as Needed	\$	/ Per Yard X 150 Yards	=	\$
LOCATION A : TOTAL				

Location B : Ocean Front Park / Boardwalk

Base Maintenance	\$	/ Month x 12 Months	=	\$
Irrigation Service - 12 Zones	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Turf	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Tree/Shrub	\$	/ Per Service X 4 Services	=	\$
Mulch - Installed as Needed	\$	/ Per Yard X 150 Yards	=	\$
LOCATION B : TOTAL				

Location C : A1A - ISB to Seabreeze Blvd

Base Maintenance	\$	/ Month x 12 Months	=	\$
Irrigation Service - 10 Zones	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Turf	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Tree/Shrub	\$	/ Per Service X 4 Services	=	\$
Mulch - Installed as Needed	\$	/ Per Yard X 150 Yards	=	\$
LOCATION C : TOTAL				

Location D : A1A - Boylston Ave to 3001 N Atlantic Ave (McDonald's)

Base Maintenance	\$	/ Month x 12 Months	=	\$
Irrigation Service - 16 Zones	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Turf	\$	/ Per Service X 6 Services	=	\$
Fert/Pest Control - Tree/Shrub	\$	/ Per Service X 4 Services	=	\$

Mulch - Installed as Needed

\$ _____ / Per Yard X 100 Yards = \$ _____

LOCATION D : TOTAL _____

Location E : Schnebly Recreation Center

Base Maintenance

\$ _____ / Month x 12 Months = \$ _____

Irrigation Service - 8 Zones

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Turf

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Tree/Shrub

\$ _____ / Per Service X 4 Services = \$ _____

Mulch - Installed as Needed

\$ _____ / Per Yard X 100 Yards = \$ _____

LOCATION E : TOTAL _____

Location F : Driftwood Ave - A1A to Waverly Drive (MEDIANS ONLY)

Base Maintenance

\$ _____ / Month x 12 Months = \$ _____

Irrigation Service

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Turf

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Tree/Shrub

\$ _____ / Per Service X 4 Services = \$ _____

Mulch - Installed as Needed

\$ _____ / Per Yard X 50 Yards = \$ _____

LOCATION F : TOTAL _____

Location G : South Wild Olive Parking Lot

Base Maintenance

\$ _____ / Month x 12 Months = \$ _____

Irrigation Service - 1 Zone

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Turf

\$ _____ / Per Service X 6 Services = \$ _____

Fert/Pest Control - Tree/Shrub

\$ _____ / Per Service X 4 Services = \$ _____

Mulch - Installed as Needed

\$ _____ / Per Yard X 50 Yards = \$ _____

LOCATION G : TOTAL _____

TOTAL OF A-G \$ _____

IRRIGATION PARTS COST -- INSTALLED COST:

Rainbird TBOS battery operated controller

\$ _____ Each X 5 EA = _____

Hunter 1 1/2" ICV-FS electric valves

\$ _____ Each X 5 EA = _____

Hunter 1" ICV-FS electric valves

\$ _____ Each X 5 EA = _____

Hunter PRS-30 12" pop-up spray heads
 Hunter PRS-30 6" pop-up spray heads
 Hunter PGP Rotor heads

	Each	X	50 EA	=
\$	Each	X	50 EA	=
\$	Each	X	30 EA	=
TOTAL IRRIGATION PARTS:				\$ _____

PLANT MATERIAL PRICING:

Streitzia reginae
 Zamia furfuracea
 Muhlenbergia capillaris
 Illex Vomitora "nana"
 Rhaphiolepis indica
 Schefflera Arboricola
 Hamelia Patens
 Pennisetum setaceum
 Rosa Meiocos
 Tubbaghia Vitlacea
 Lantana

Orange Bird of Paradise (7gal)
 Cardboard Palm (7gal)
 Muhly Grass (3 gal)
 Dwarf Youpon (3 gal)
 Indian Hawthorn (3 gal)
 Trinette (3gal)
 Dwarf Firebush (3gal)
 White Fountain Grass (3gal)
 Drift Rose Series (3 gal)
 Society Garlic (1 Gal)
 Gold Mound (1gal)

\$	Each	X	15 Plants	=
\$	Each	X	15 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	50 Plants	=
\$	Each	X	100 Plants	=
TOTAL PLANT MATERIAL:				\$ _____

PALM TREE TRIMMING - PRICING:

Palm Tree Trimming - MEDJOL
 Palm Tree Trimming - SABLE
 Palm Tree Trimming - CANARY DATE
 Palm Tree Trimming - WASHINGTONIAN

\$	/ Per Tree	X	94 Trees	=
\$	/ Per Tree	X	790 Trees	=
\$	/ Per Tree	X	2 Trees	=
\$	/ Per Tree	X	40 Trees	=
TOTAL PALM TREE TRIMMING:				\$ _____

GRAND TOTAL: SUM OF EACH SECTION

\$ _____

BID SCHEDULE: PARKS AND FACILITIES LANDSCAPE MAINTENANCE (LOT 2)
ITB NO.0118-0920

Location A : Dickerson Center

Base Maintenance	\$	/Month x 12 Months	=	\$
Irrigation Service - 10 Zones	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Tree/Shrub	\$	/Per Service X 4 Services	=	\$
Fert/Pest Control- Turf	\$	/Per Service X 6 Services	=	\$
Mulch - Installed as Needed	\$	/Per Yard X 100 Yards	=	\$
LOCATION A : TOTAL				

Location B : YSG Cultural and Education Center

Base Maintenance	\$	/Month x 12 Months	=	\$
Irrigation Service - 5 Zones	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Turf	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Tree/Shrub	\$	/Per Service X 4 Services	=	\$
Mulch - Installed as Needed	\$	/Per Yard X 100 Yards	=	\$
LOCATION B : TOTAL				

Location C : A1A - Midtown Cultural and Education Center

Base Maintenance	\$	/Month x 12 Months	=	\$
Irrigation Service - 10 Zones	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Turf	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Tree/Shrub	\$	/Per Service X 4 Services	=	\$
Mulch - Installed as Needed	\$	/Per Yard X 150 Yards	=	\$
LOCATION C : TOTAL				

Location D : Joe Harris Park

Base Maintenance	\$	/Month x 12 Months	=	\$
Irrigation Service - 5 Zones	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Turf	\$	/Per Service X 6 Services	=	\$
Fert/Pest Control- Tree/Shrub	\$	/Per Service X 4 Services	=	\$

Mulch - Installed as Needed

\$ _____ / Per Yard X 100 Yards = \$ _____

LOCATION D : TOTAL _____

Location E : Samuel L Butts Park

- Base Maintenance
- Irrigation Service - 24 Zones
- Fert/Pest Control - Turf
- Fert/Pest Control - Tree/Shrub
- Mulch - Installed as Needed

\$ _____ / Month x 12 Months = \$ _____

\$ _____ / Per Service X 6 Services = \$ _____

\$ _____ / Per Service X 6 Services = \$ _____

\$ _____ / Per Service X 4 Services = \$ _____

\$ _____ / Per Yard X 75 Yards = \$ _____

LOCATION E : TOTAL _____

LOCATION G : TOTAL _____

TOTAL OF A-E \$ _____

IRRIGATION PARTS COST -- INSTALLED COST:

- Rainbird TBOS battery operated controller
- Hunter 1 1/2" ICV-FS electric valves
- Hunter 1" ICV-FS electric valves
- Hunter PRS-30 12" pop-up spray heads
- Hunter PRS-30 6" pop-up spray heads
- Hunter PGP Rotor heads

\$ _____ Each X 5 EA = _____

\$ _____ Each X 5 EA = _____

\$ _____ Each X 5 EA = _____

\$ _____ Each X 50 EA = _____

\$ _____ Each X 50 EA = _____

\$ _____ Each X 30 EA = _____

TOTAL IRRIGATION PARTS: \$ _____

PLANT MATERIAL PRICING:

- Streitzia reginae
- Zamia furfuracea
- Muhlenbergia capillaris
- Ilex Vomitoria "nana"
- Rhaphiolepis indica
- Schefflera Arboricola
- Hamelia Patens
- Pennisetum setaceum

\$ _____ Orange Bird of Paradise (7gal) Each X 15 Plants = _____

\$ _____ Cardboard Palm (7gal) Each X 15 Plants = _____

\$ _____ Muhly Grass (3 gal) Each X 50 Plants = _____

\$ _____ Dwarf Youpon (3 gal) Each X 50 Plants = _____

\$ _____ Indian Hawthorn (3 gal) Each X 50 Plants = _____

\$ _____ Trinette (3gal) Each X 50 Plants = _____

\$ _____ Dwarf Firebush (3gal) Each X 50 Plants = _____

\$ _____ White Fountain Grass (3gal) Each X 50 Plants = _____

Rosa Meijocos	Drift Rose Series (3 gal)
Tulbaghia Viblacea	Society Garlic (1 Gal)
Lantana	Gold Mound (1gal)

\$ _____	Each	X 50 Plants =	\$ _____
\$ _____	Each	X 100 Plants =	\$ _____
\$ _____	Each	X 100 Plants =	\$ _____

TOTAL PLANT MATERIAL: \$ _____

PALM TREE TRIMMING - PRICING:

Palm Tree Trimming - SABLE
Palm Tree Trimming - CANARY DATE
Palm Tree Trimming - WASHINGTONIAN

\$ _____	/ Per Tree X 250 Trees =	\$ _____
\$ _____	/ Per Tree X 2 Trees =	\$ _____
\$ _____	/ Per Tree X 12 Trees =	\$ _____

TOTAL PALM TREE TRIMMING: \$ _____

GRAND TOTAL: SUM OF EACH SECTION \$ _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He is _____ of _____ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)
Name Typed: _____
Title: _____
Bidder: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

**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 to _____
(print name of the public entity)
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, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l)(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 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(l)(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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

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

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will 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 will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (*attach a copy of the final order.*)

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

Form PUR 7068 (Rev. 06/18/92)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1).
- 4) In the statement specified in subsection 1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation occurring in the workplace no later than five days after such conviction.
- 5) Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Signature)

I. BACKGROUND

The City of Daytona Beach is seeking a qualified CONTRACTOR to perform Landscape Maintenance and Mowing Services on various City Properties and Roadways generally in the Beachside Area, including but not limited to all labor, materials and supplies, equipment, tools, and any services, accessories and procedures necessary to perform under these specifications.

The firm awarded this contract must be experienced in Commercial Right-of-Way Maintenance and Mowing and be certified by the Florida Department of Transportation (FDOT) for Maintenance of Traffic (M.O.T).

The CONTRACTOR will provide the name(s) of any sub-contracting firms used and all sub-CONTRACTORS must be approved by the City prior to the commencement of any work.

Management of all work will be coordinated through the City's Public Works Deputy Director, David Waller, 950 Bellevue Ave, Daytona Beach, FL, 32115. Payment will be accomplished by submission of invoices and completed work/purchase orders, in duplicate with itemization of all work performed by location.

II. SCOPE OF SERVICES

A. SPECIFIC TASKS – BASE MAINTENANCE

1. Mowing Requirements

CONTRACTOR will perform mowing on a repetitive cycle which will remain consistent. The cycle will have one specific day of the week designated wherein the CONTRACTOR is required to mow.

Right of way boundaries are defined by visible survey markers, utility poles, 2' beyond the sidewalk, back of swale, or existing tree line whichever is furthest from travel lane, unless otherwise instructed by the City of Daytona Beach.

Mowing height will vary upon the type of grass mowed. At no time will more than one-third (1/3) of the leaf surface be removed in one mowing. No tractor/bush hog type equipment is permitted unless specifically approved.

Bahia Grass - Will be mowed to a height of 3 inches on average.

St. Augustine Grass - Will be mowed to a height of 4 inches to 5 inches on average

2. Mowing Cycles

Mowing of all grassed areas will be no less than once every seven (7) days in the heavy growing season. Mowing will be no less than once every fourteen (14) days, or as instructed by the City's Representative, during the dormant growing season. Dormant and growing seasons are dictated by the weather and therefore may change per the City's Representative, but otherwise will be:

Heavy Growing Season: March 1 through October 31
Dormant Growing Season: November 1 through February 28

It is anticipated that all grassed areas will be mowed 40+ times per year.

3 Mowing in Stormwater areas

Around stormwater management facilities, the requirements of Chapter 40C-42.029, Monitoring and Operational Maintenance Requirements from St. Johns River Water Management District will be followed.

In addition, the following must be included when mowing around City Stormwater Facilities:

- a. String trimming must be performed around all structures. No herbicide may be used.
- b. Care must be demonstrated to remove all vegetative debris, lawn clippings, leaves, branches, and trash found in and around berms, ditches and structures to prevent these materials from entering the City's stormwater system.

4. Edging

Edging of all walks, curbs, edges of pavements and lines of plant beds will be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion. Grass growing in curbs, walks, or edges of pavement will be chemically treated. No other areas will be chemically treated. All grass and dirt to be blown off onto grass areas (not hard surfaces or roadways).

5. String Trimming

Areas inaccessible to mowing equipment will be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) may be done through chemical control within a limit of six inches (6") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees.

6. Pruning Shrubs and Ornamentals

Pruning of plants shall be performed as needed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease shall be reported immediately to the City Representative so as to limit losses. Aesthetic pruning shall consist of removal of dead or broken branches. Pruning shall be performed to balance infiltration light to enhance new growth.

Small leafed shrubs, such as Shillings and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 4" to 6" before removal. At no

times are the shrubs to display a disorderly appearance. Native Grasses (i.e. Cord, Mully, Fakahatchee, etc.) are to be trimmed biannually with the exception of Mully Grass – No Summer/Fall Pruning to achieve maximum flowering.

7. Tree Trimming

All trees are to be trimmed as often as necessary to meet public safety clearance, line of site and Right of Way encroachment needs and comply with ISA industry standards. Trimming of established trees shall be to a maximum of ten (10) feet under canopy and pruned just outside the branch collar by the Service Provider. New or young trees are to be pruned with an ideal under canopy of seven (7) feet or to a suitable and healthy height for each tree. Sucker growth is to be removed by hand or trimmed from the base of a tree. Herbicides are not to be used for this purpose.

8. Weeding

CONTRACTOR will police the entire limits of the project on each visit to remove any visible weed growth; smaller weed growth may be controlled by use of an herbicide.

Weed control in landscaped areas will be accomplished by hand weeding and/or application of herbicide and a pre-emergent herbicide if needed. All weeds in sidewalks, pavers, or pavement areas (including curbing and raised center medians) will be chemically controlled or removed by hand.

The CONTRACTOR will replace, at no cost to the City, any plant materials or sod areas that die or become damaged to the point that the plant grade drops below Florida Number 1 as a result of damage by Chemical Application or poor horticultural practices. Replacement material will be identical to plant species, quality, and specifications of the materials at the time the loss occurs. The City will determine if replacement material is needed.

9. Trash/Litter Policy

CONTRACTOR will police the entire limits of the project on each visit to remove: paper, bottles, cans, palm fronds, branches and all other debris (as well as misplaced dirt or sand) prior to mowing and trimming any turf or landscape areas. Areas are to look clean and neat and free of debris at all times. The CONTRACTOR will be responsible for the collection and legal disposal of all litter and maintenance related debris including but not limited to non-traffic signs such as “yard sale” signs, “house for sale” signs, “advertisement” signs, etc.

10. Irrigation Inspection and Service

Irrigation “wet checks” should be performed every other month or at the direction of the City of Daytona Beach. Each zone will be turned on manually and inspected for proper operation and repaired as needed. In addition to inspecting the zones each battery should be replaced in each TBOS unit no less than every 6 months to ensure proper operation. Note that when an adjustment to the water schedule is made the CONTRACTOR will manually visit each TBOS controller and

reprogram as needed. Costs associated with battery replacement are included in the inspection. No additional payments will be made for adjustments made to the watering schedule.

Details of the inspection will be recorded on a log sheet (to be submitted with the billing) and consist of the following:

- Turning on each zone and inspecting each head for the proper coverage, including straightening, or adjusting the flow of water and adjusting or unclogging any heads.
- Repairing broken heads and lateral lines, as necessary.
- Checking the irrigation controller(s) for proper operation and programming.
- Checking rain sensor(s) for proper operation – if present.
- Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
- Checking water source for leaking and visual inspection of backflow device, if present.
- Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect making adjustments and/or repairs to remedy the issue.

The CONTRACTOR will submit a detailed report, at the time of monthly billing, consisting of the clock and location, each zone by number, and any repairs or work performed during that service. All parts used will be itemized on the bill. Contractor may spend a maximum of \$250.00 during the scheduled maintenance visit without VERBAL approval by the City. If additional money is needed for repairs, the CITY must be given a report of the repair and the cost involved and approve the expenditure in writing before the work is to be performed. No payment will be made for heads or parts damaged by the CONTRACTOR.

CONTRACTOR will immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by CONTRACTOR to meet industry standards.

All labor required to repair or replace defective parts is included in the contract price except when repairing valves, main lines or lateral lines (over 1 ½”), clock or wiring problems. Labor cost for these services is established in the bid calculation sheet on Proposal Bid Form Section. Material costs, other than the parts identified on the bid form, will be paid on the basis of approved wholesale documented cost with no mark-up.

Mainline breaks before the zone valves will be repaired by CITY unless otherwise instructed. CONTRACTOR is to immediately notify CITY if a mainline leak is noticed. Should the CONTRACTOR need to shut down the mainline for any reason, the CITY must be contacted before action is taken in any circumstance.

B. Chemical Program

1. Fertilization/Pest Control – Turf

CONTRACTOR will spray insecticide and/or liquid fertilizer and/or apply granular fertilizer to all lawn areas six (6) times, during the months of February, April, June, August, October and December. The City may alter the schedule depending upon turf needs. Treatment includes application of liquid and dry fertilizers as well as insecticides. Weather will determine the need. Contractor will be notified by the project manager. Any treatment required between the scheduled treatments will be provided at no additional cost to the City. All irrigated (St Augustine) turf is to be treated.

2. Fertilization/Pest Control – Trees and Shrubs

CONTRACTOR will spray insecticide and/or liquid fertilizer and/or apply granular fertilizer to all shrubs 4 times, during the months of March, June, September, and December. The City may alter the schedule depending upon turf needs. Treatment includes preventative spraying for any disease or pest infestation on the plant materials. Any treatment required between the scheduled treatments will be provided at no additional cost to the City.

3. Turf, Tree, and Shrub Care Program

CONTRACTOR will follow and comply with the City of Daytona Beach’s Turf, Tree and Shrub Care Program as follows:

- **Turf Analysis.** Lawn analysis reports are to be provided to the City Representative at each service. Items to be evaluated are as follows:
 - **Overall Turf Condition**
Color, grade, density, and maintenance condition
 - **Thatch**
Thatch problem evident,
Thatch present, but no problem at this time,
No thatch problem,
Renovation recommended.
 - **Presence of Grass-type Weeds**

Annual bluegrass	Quackgrass
Crabgrass	Sandbur
Dallisgrass	Sedges
Goosegrass	Smutgrass
 - **Presence of Broadleaf Weeds**

Betony	Knotweed	Beggarwood
Black Medic	Lespenzeza	Thistle
Buttonweed	Matchweed	Henbit
Centella	Oxalis	Spurge

Chickweed	Plantain	Ground Ivy
Dandelion	Pusley	
Dollarweed	Purslane	

- **Detection of Insects**

Armyworm	Fire Ant	White Grub
Chinch Bug	Mole Cricket	Ox Beetle
Cutworm	Sod Webworm	

- **Detection of Diseases**

Brown Patch	Fairy Ring
Dollar Spot	Leaf Spot
Grey Leaf Spot	Necrotic Ring Spot
Pythium Blight	Root Rot

- **Treatment.** Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10 day follow-up appointment is to be set with the City Representative to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.
- **Damage/Replacement.** Damage to materials and any required replacements are to be addressed no later than thirty (30) days from the date of detection.
- **Project Program.** The turf program will consist of both pre and post emergent weed controls, fertilizer with potash, micronutrients and iron to encourage proper growth, root development and maintain a lush, green conditions that are expected. In addition, a disease, weed, pest and fungal control program will be instituted that includes but is not limited to: treatment for broadleaf weeds, a blanket insecticide control to target specific pest populations especially sod webworm, chinch bugs and mole crickets, and a target specific fungicide for infected materials. Crabgrass can be addressed as required by applying a non-selective herbicide directly onto the infested turf areas while limiting application to only crabgrass invested areas. Chemicals for crabgrass treatment are changing and new applications approved for treatment of crabgrass may be used as needed and/or specified by the City of Daytona Beach.

Ornamental Program. The ornamental program will consist of insect controls to effectively control sucking and piercing insects such as aphids, lace bugs, whitefly, scale and trips. The insect control will be a combination of a granular systemic control, and liquid insecticides. Fertilization of micronutrients and iron will be used consisting of a specially blended slow release granular fertilizer for timely feedings of plants. Liquid tree injections may be done on an as-needed basis.

After each treatment is performed, a **detailed** report will be submitted to the City Representative for analysis and discussion.

C. ADDITIONAL SERVICES

1. Annual Mulching

CONTRACTOR will refresh mulch in planting beds to maintain a mulch depth of 3". once annually during the term of the Contract, during the month of February or March after application of granular fertilization application Pine bark mulch will be used unless otherwise directed by the City.

Due to the accessibility of the bed areas a lane closure may be required for safety purposes during mulch installation. The mulch installed unit cost must include the cost of materials, labor, and all associated M.O.T. costs for this operation.

2. Palm Tree Trimming

CONTRACTOR will prune all Palms 1 time annually in all areas after pods form in winter months and may need a second pass during summer months for decorative palms as directed by the City. Trees will be pruned to meet industry standards -- using the 9/3 rule.

Approved traffic warning devices in compliance with the M.U.T.C.D. will be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. The Palm Tree Trimming unit cost must include the cost of materials, labor, and all associated lane closure costs for this operation.

No additional compensation will be paid to the CONTRACTOR for lane closures.

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-0920**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and **[insert full legal name of CONTRACTOR, include state where formed if CONTRACTOR is anything other than an individual person]** ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide **landscape maintenance** services to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Reserved.

Section 3. Fees and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the Fee described herein will be CONTRACTOR's sole compensation for the services to be provided.

[Insert one of the sample (b)s below, based on the type of Fee.]

(b) The CITY will pay CONTRACTOR up to \$> _____, based on the bid schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in Exhibit B, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each purchase order. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order.

(b) At to the not-to-exceed Fee, the CITY will pay based on the hours billed and the hourly rate schedule (see Exhibit B), provided, that CONTRACTOR is completing the work at a reasonable rate consistent with Exhibits; and provided, that the not-to-exceed maximum set forth in Section 3 above will not be exceeded unless approved by the CITY.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is 3 years, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 2 Terms of 1 year each, by providing CONTRACTOR written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish

evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to an email followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
City of Daytona Beach
Attn: David Waller, Deputy Public Works Director
950 Bellevue Avenue
Daytona Beach, FL 32114
wallerdavid@codb.us

To CONTRACTOR: *[insert name/title/address and fax]*
>

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 15. Personnel. *>[Delete the following sentence if non-applicable]* In order to induce the CITY into entering this Contract, CONTRACTOR represents that *[insert name and title]* will generally perform or directly supervise the tasks assigned to CONTRACTOR herein, and that CONTRACTOR will not replace *[insert name]* without the CITY's prior written approval. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing

the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party,

the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Incorporation of ITB and Proposal. The CITY's Invitation to Bid 0118-0920, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

[continued on the next page]

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(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: _____

By: _____

> **[insert Mayor or City Manager as applicable]**

Printed Name: _____

Date: _____

Date: _____

Attest: _____

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

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EXHIBIT A: Scope of Services [to be provided and labeled—discard this sheet]

[Exhibit A should be a separately labeled scope of services statement, even if a scope was included in the RFP. Reasons: (i) changes to the scope may be negotiated after the RFP was issued, and these changes need to be memorialized as part of the contract; (ii) in administering the contract the project manager may find it easier to locate the scope as a direct attachment to the form contract instead of searching for the scope within a thick RFP document; (iii) often the scope in an RFP includes non-scope materials which should go elsewhere or which are already covered by this form (see below).

If you create Exhibit A by cutting and pasting from the Scope within the RFP, please: (i) remove all text that is not directly related to the negotiated scope, such as the scoring or proposals, items that were ultimately dropped from the scope during negotiations, and payment terms; and (ii) add any additional language needed, such as deadlines for deliverables, items of service that were not originally addressed in the RFP or that need to be modified in the RFP.

If the scope section (or any other provision) of the RFP contained non-scope terms that are at odd with this form contract, please discuss with Purchasing or Legal. To the extent of conflicts those provisions will be trumped by the boilerplate within this contract form—this form will need to be changed is changed.]

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Exhibit B: **[Fee/Price]** Schedule
[ATTACH AND DISCARD THIS SHEET]

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Composite Exhibit C is not attached. It will be kept on file in the Office of the City Clerk.

[Delete this page if this contract is not result of ITB/RFP.]

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